



**MEETING OF THE BOARD OF TRUSTEES  
MEETING AS A COMMITTEE OF THE WHOLE**

**TUESDAY, MAY 11, 2021  
6:00 PM**

**Via video/teleconference pursuant to the Open Meetings Act procedures announced by Governor  
Abbott**

Notice is hereby given that a Meeting as a Committee of the Whole of the Board of Trustees of the Alamo Community College District will be held on Tuesday, May 11, 2021. The meeting will convene in open session at 6:00 PM. The "Committee of the Whole" will participate in an in-depth detailed working consideration of agenda items for which final action will be considered at the next regularly scheduled board meeting.

**NOTICE CONCERNING PUBLIC ACCESS**

As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. The Board's Meeting on May 11, 2021, will be accessible to the public and allow the public to participate via telephone and video audio conference. Any member of the public may participate in the Board Meeting by clicking the link <https://alamo.zoom.us/j/96987373949> or by calling telephone number 1-346-248-7799, and entering Meeting ID: 969 8737 3949 when prompted. Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session. The Board Meeting will not be conducted from any physical location of the College District.

An electronic copy of the agenda packet that the Board will consider is posted at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000015>. The meeting will be recorded and available to the public after the meeting.

This Meeting as a Committee of the Whole of the Board of Trustees, being held for the reasons listed below, is authorized in accordance with the Texas Government Code, §§ 551.001 - 551.146. Verification of Notice of Meeting and Agenda are on file in the Office of the Chancellor. Executive Session, if required, is authorized by Chapter 551 and will be conducted prior to the conclusion of the meeting. If it is decided during the course of the meeting that discussion of any item listed on the agenda should be held in Executive Session, the Committee will convene in Executive Session in accordance with Tex. Govt. Code §§ 551.071 - 551.087. In order to vote on items discussed in Executive Session, the Board of Trustees must take action in the open portion of the meeting on items discussed in the Executive Session. The Committee will consider, discuss, and take appropriate action regarding the following items:

**AGENDA**

- 1. CALL TO ORDER**
- 2. CERTIFICATION AND POSTING OF NOTICE**
- 3. ROLL CALL**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CITIZENS TO BE HEARD**

A. Registration: A Citizen to be Heard is required to email Sandra Torres, Board Liaison, at storres304@alamo.edu by 5:00 pm on May 11, 2021 to register to speak by providing his/her name, the name of the organization if speaking on behalf of an organization, and the agenda item number as to which the Citizen will speak. Staff will contact the citizen to ensure they are able to participate via the zoom link and telephone number provided on the agenda. Individuals will have a three-minute time period. State law limits Trustee response to public comments.

**6. STUDENT SUCCESS COMMITTEE, Clint Kingsbery, Chair**

A. Introduction of Student Trustee and Student Trustee Alternate

**Presenter:** Clint Kingsbery

B. College Readiness: Math High Challenge Courses

5

**Presenter:** Patrick Lee, Dr. Paul Kailiponi and Dr. Mary Helen Martinez

C. Report and Possible Discussion on Current and Future Student Success Considerations

**7. AUDIT, BUDGET AND FINANCE COMMITTEE, Roberto Zarate, Chair**

A. Presentation on FY2021 Audit Plan of Independent External Auditor Weaver

27

**Presenter:** James Fitts (Audit Partner) and Victor Perello (Sr. Audit Manager)

B. Discussion and Possible Action on the Annual Debt Management Plan for FY 2022

38

**Presenter:** Tracey Bedwell

C. Financial Report: Higher Education Emergency Relief Fund

55

**Presenter:** Shayne West

D. Discussion and Possible Action on Funding Source for Micronauts Center Student Activity Stations for San Antonio College

65

**Presenter:** Rick Varner, Dr. Robert Vela and Pamela Ansboury

E. Discussion and Possible Action on Amending the Contracts with First Object, Inc. and the Strata Information Group, Inc. Providing for Purchase of Temporary Employment Services for IT Professionals

73

**Presenter:** Gary O'Bar and Dr. Tom Cleary

F. Discussion and Possible Action on Amending the Contracts with iTutor.com, Inc. for the Purchase of Virtual Academic Instruction Programs

79

**Presenter:** Gary O'Bar

G. Discussion and Possible Action for the Purchase of Bookstore Operation Services and Instructional Materials

85

**Presenter:** Gary O'Bar and Ruth Dalrymple

H. Report and Possible Discussion on Current and Future Audit, Budget and Finance Considerations

I. Consent Agenda Items: Fiscal Services Reports

1) Discussion and Possible Action on Monthly Grants and Contracts Report

101

2) Discussion and Possible Action on Monthly Contracts Report

117

3) Discussion and Possible Action on Approval of Construction Reports

119

4) Capital Improvement Program (CIP) Executive Summary

126

5) Discussion and Possible Action on Approval of Financial Reports

129

6) Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of \$100,000

136

**8. WORKFORCE DEVELOPMENT COMMITTEE, Gloria Ray, Chair**

A. Workforce Development Committee Meeting Report

138

**Presenter:** Xavier Urrutia

B. Alamo Academies Report

143

**Presenter:** Dr. Sammi Morrill and Katherine Sanchez-Rocha

C. Discussion and Possible Action on Amending a Contract with Empyra, Inc. Providing for the Purchase of Workforce Training Management Software

150

**Presenter:** Gary O'Bar and Xavier Urrutia

D. Discussion and Possible Action on the Purchase of Advanced Manufacturing Job Skills Training in Accordance with a Texas Workforce Commission - Skills Development Fund Grant Award

156

**Presenter:** Gary O'Bar and Xavier Urrutia

E. Report and Possible Discussion on Current and Future Workforce Development Considerations

**9. LEGISLATIVE COMMITTEE, Joe Alderete, Chair**

2

- A. Legislative Update 161  
**Presenter:** Priscilla Camacho
- B. Discussion and Possible Action on Adoption of Statement in Support of AlamoPROMISE 163  
**Presenter:** Priscilla Camacho
- C. Report and Possible Discussion on Current and Future Legislative Considerations
10. **LEGAL AFFAIRS COMMITTEE, Leslie Sachanowicz, Chair**
- A. Overview of Policy B.7.2 Legal Representation 165  
**Presenter:** Ross Laughead
- B. Report and Possible Discussion on Current and Future Legal Affairs Considerations
11. **POLICY AND LONG-RANGE PLANNING COMMITTEE, Dr. Lorraine Pulido, Chair**
- A. Discussion and Possible Action on Approval and Revision of Policy C.3.1 168  
**Presenter:** Tracey Bedwell
- B. Discussion and Possible Action on Amending Policy B.7.2 Legal Representation 176  
**Presenter:** Ross Laughead
- C. Report and Possible Discussion on Current and Future Policy and Long-Range Planning Considerations
12. **BUILDING, GROUNDS AND SITES SELECTION COMMITTEE, Anna U. Bustamante, Chair**
- A. Discussion and Possible Action to Approve Amendment and Restatement of the Ground Lease for a Portion of Alamo Colleges District's Northwest Education and Training Center Property to VIA Metropolitan Transit 181
- B. Report and Possible Discussion on Current and Future Building, Grounds and Sites Selection Considerations
13. **EXECUTIVE SESSION**
- A. The Committee of the Whole may go into Executive Session to deliberate on any item referenced in this agenda above or hereinbelow on the following potential exceptions under the Act.
- B. Pursuant to §551.071, Texas Government Code, the Committee of the Whole may consult with its attorneys to seek their advice on matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, including, without limitation, legal considerations incident to a possible third-party offer to purchase realty owned by an affiliate.
- C. Pursuant to § 551.071, Texas Government Code, the Committee of the Whole may consult with its attorneys about pending and threatened litigations.
- D. Pursuant to § 551.071, Texas Government Code, the Committee of the Whole may consult with its attorneys about pending EEOC charges.
- E. Pursuant to §551.072, Texas Government Code, the Committee of the Whole may deliberate the purchase, exchange, lease or value of real property, including without limitation, a proposed sale of right of way for roadway extension.
- F. Pursuant to §551.073, Texas Government Code, the Committee of the Whole may deliberate regarding a negotiated contract for prospective gift or donation.
- G. Pursuant to §551.074, Texas Government Code, the Committee of the Whole may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the duties of the Chancellor.
- H. Any action on these matters will be taken in Open Session.
- I. **RECONVENE OPEN MEETING**
- 1) Discussion and Possible Action on Items Discussed in Executive Session.
14. **ADJOURNMENT**

POSTED AT THE  
ALAMO COMMUNITY COLLEGE DISTRICT WEBSITE  
<https://www.alamo.edu/about-us/leadership/board-of-trustees/board-meetings/>  
POSTED AT 5:00 PM ON THIS 7TH DAY OF MAY 2021

*This meeting will not be conducted at a physical location.*

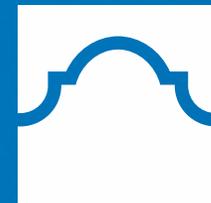
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Dr. Mike Flores  
Chancellor

# Alamo Colleges District

## College Readiness: Math High Challenge Courses

Office of the Vice Chancellor for Academic Success  
Dr. George Railey



ALAMO  
COLLEGES  
DISTRICT

Presented By:

Patrick Lee, Dean of Academic Success, Palo Alto College

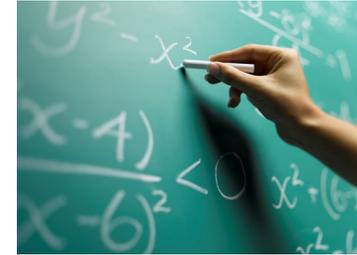
Paul Kailiponi, Ph.D., Assistant Director of Institutional Research

Mary Helen Martinez, Ed.D., Director of College & Career Readiness



# Math Corequisite Courses = Student Success

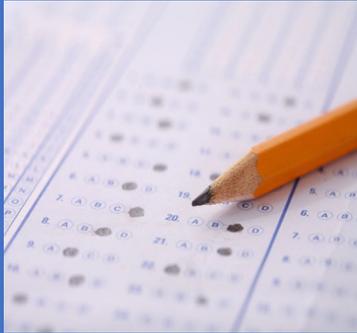
- Completion of a Mathematics gateway course within students' first academic year leads to early academic momentum



- Corequisite courses have made a positive impact on math college-level course completion, persistence, and graduation.



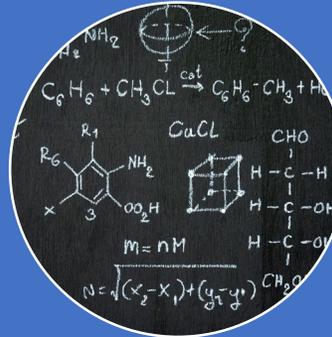
# Alamo Colleges District: Student Placement



State  
Mandated  
Assessment  
Texas  
Success  
Initiative  
Assessment  
(TSIA)



Refreshers



Multiple  
Measures

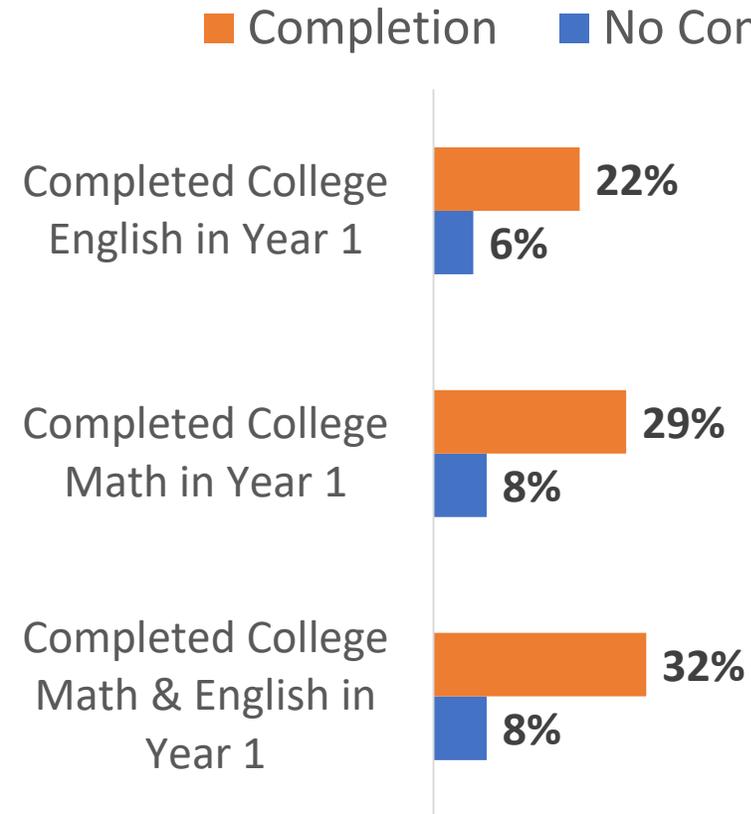


Math & English Department Chairs



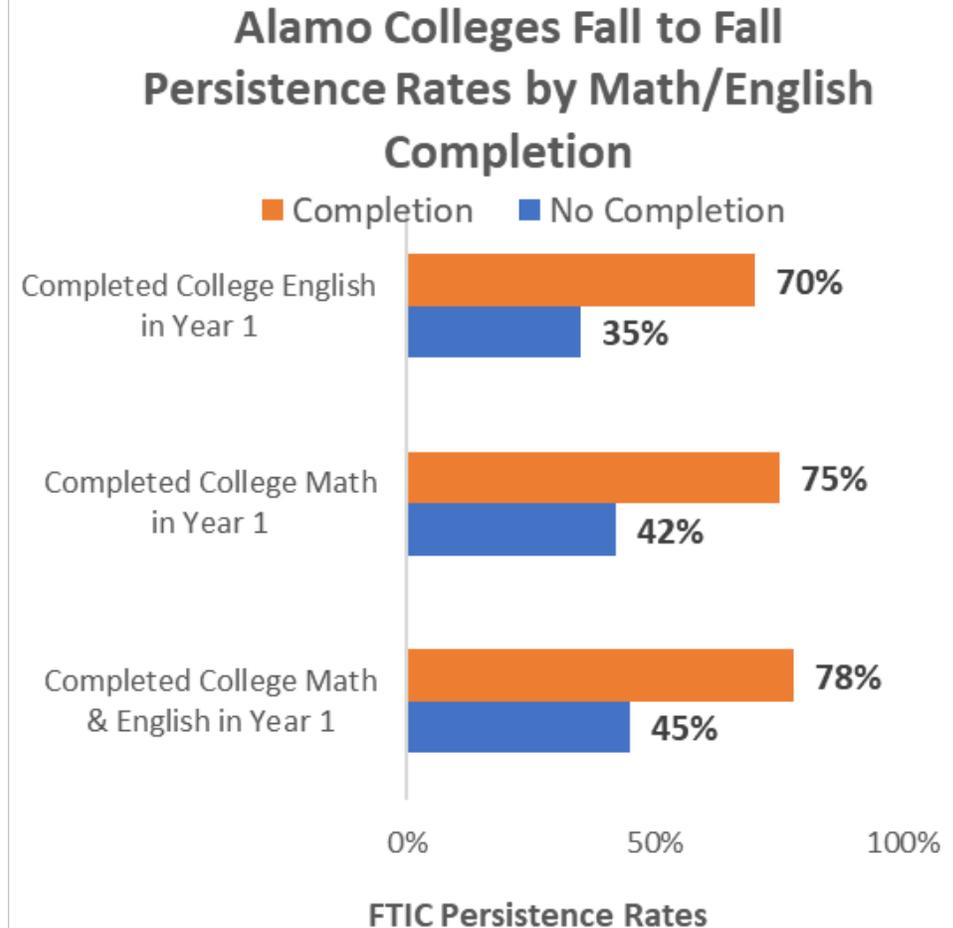
Completion of college-level **Math/English** are contributors to **graduation**

## Alamo Colleges 3-Year Graduation Rates by Math/English Completion

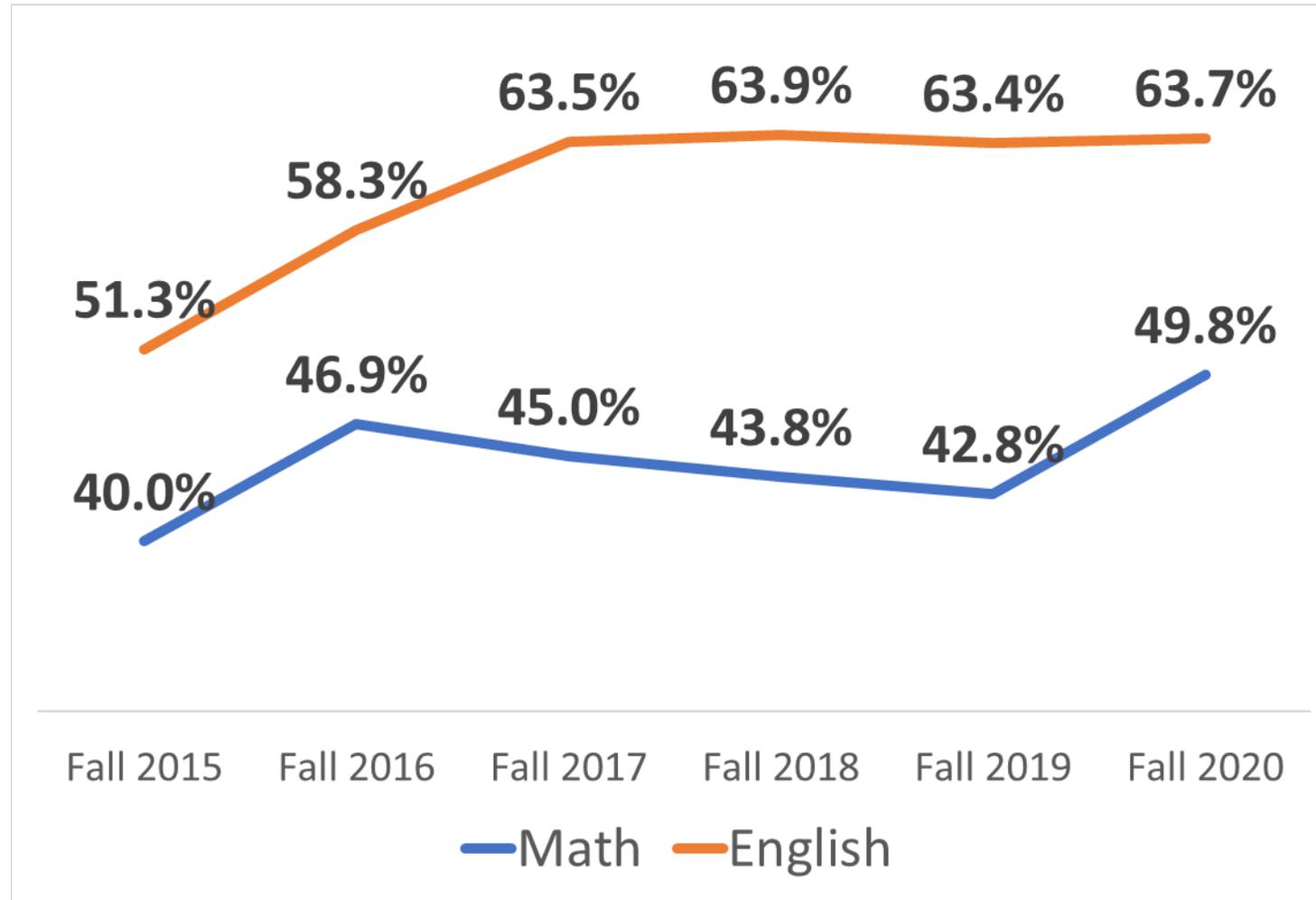


3-Year Graduation Rate, Any Credential

Completion of college-level **Math/English** are contributors to **persistence**



# Student placement into college-level courses (Fall 2015 – Fall 2020)



# Profile of Fall 2020 Developmental Education Students

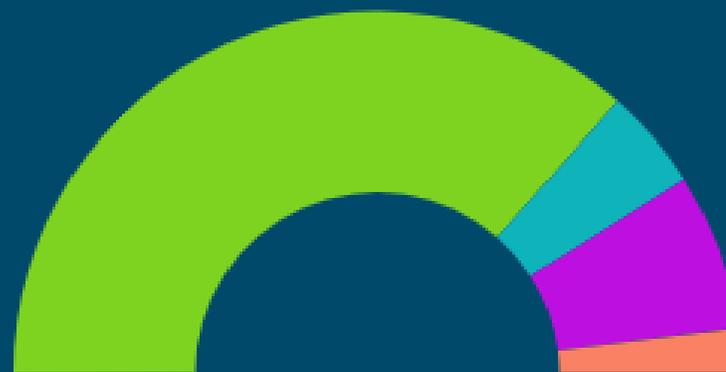
## Gender

Approximately 3 out of 5 developmental education students are women



## Ethnicity

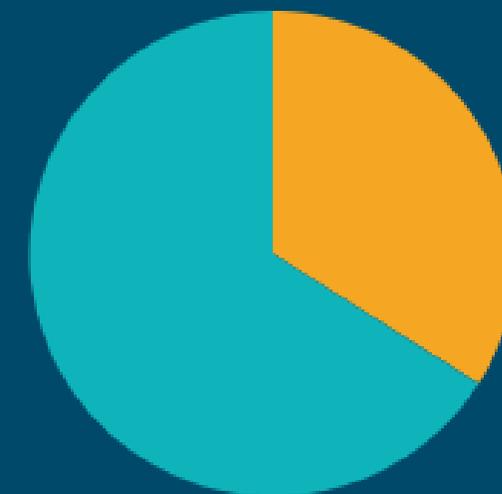
Approximately 3 out of 4 developmental education students are Hispanic.



Hispanic (73%) African American (9%)  
White (14%) Other (4%)

## Enrollment Status

Approximately 3 out of 5 developmental education students are part-time



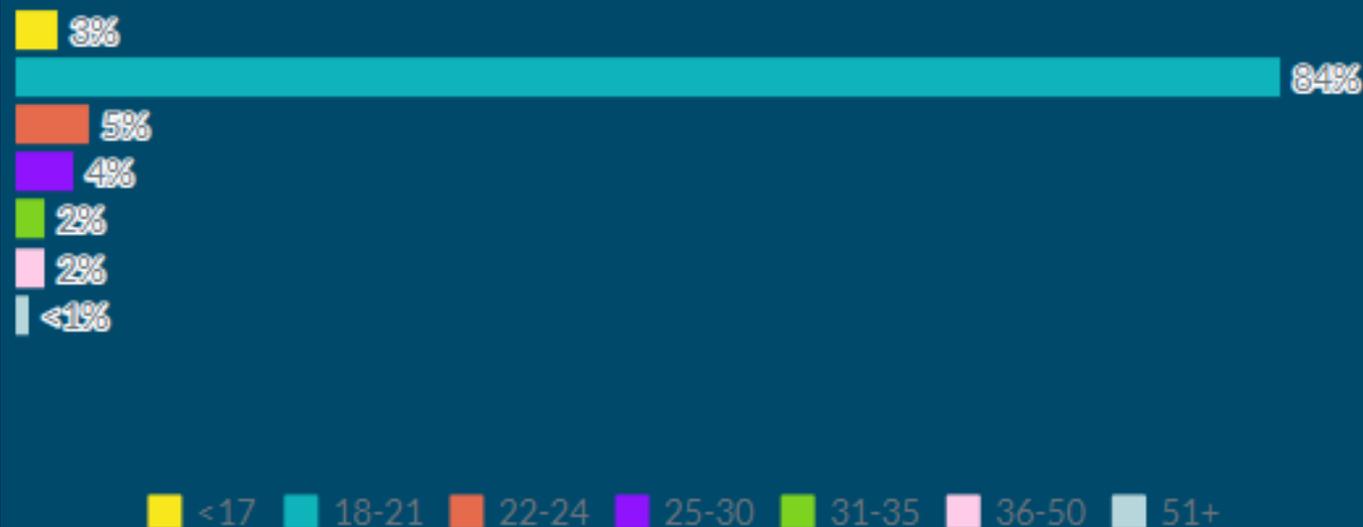
Full Time (34%) Part Time (66%)

# Profile of Fall 2020 Developmental Education Students



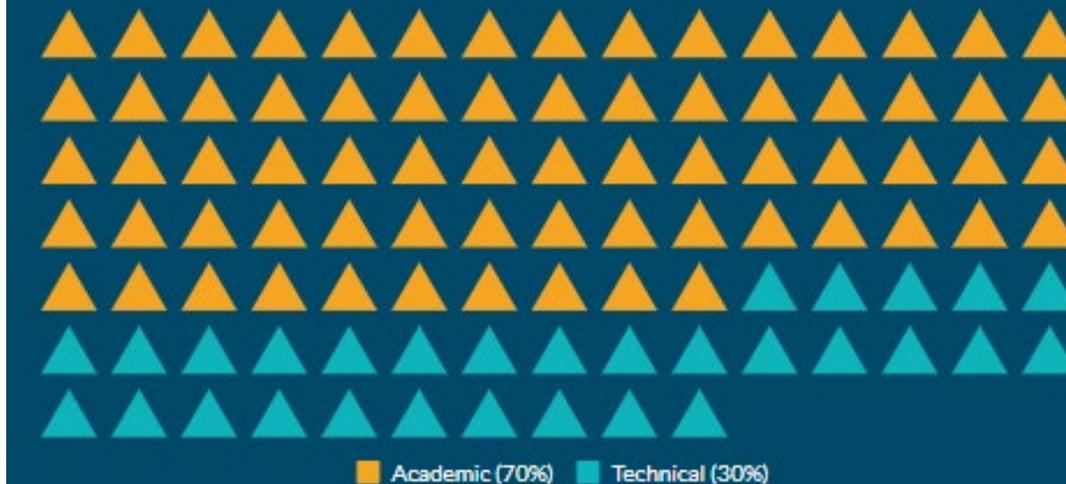
## Age (Average Age, 22.5)

Approximately 5 out of 6 developmental education students are ages 18-21



## Major Type

Approximately 2 out of 3 developmental education students are academic majors



# Productive Grade Rates - MATH COURSES



## Productive Rate Table

Campus Sec..	Academic P..	Course Nu..	Course Title	Stud..	Product..	Product..
NLC	Fall 2017	1314	College Algebra	243.0	144	59%
	Fall 2018	1314	College Algebra	334.0	231	69%
	Fall 2019	1314	College Algebra	541.0	393	73%
	Fall 2020	1314	College Algebra with Coreq	54.0	51	94%
			College Algebra (Corequis..	106.0	73	69%
		College Algebra	323.0	228	71%	
NVC	Fall 2017	1314	College Algebra	897.0	721	80%
	Fall 2018	1314	College Algebra	640.0	529	83%
	Fall 2019	1314	College Algebra	725.0	555	77%
	Fall 2020	1314	College Algebra	530.0	395	75%
PAC	Fall 2017	1314	College Algebra	487.0	278	57%
	Fall 2018	1314	College Algebra	534.0	268	50%
	Fall 2019	1314	College Algebra (Honors)	2.0	1	50%
			College Algebra	606.0	341	56%

Academic Period

(Multiple values)

Campus Section Owner

(All)

Productive Rate



Part Of Term

(Multiple values)

Instruction Method

(All)

Course Number

1314

Gender

(All)

Coreq Courses

Null

Ft Pt Status

(All)

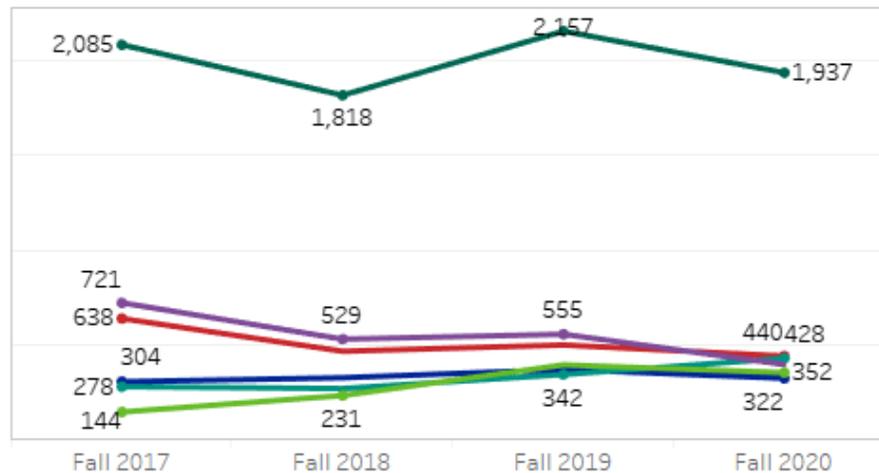
Primary Ethnicity

(All)

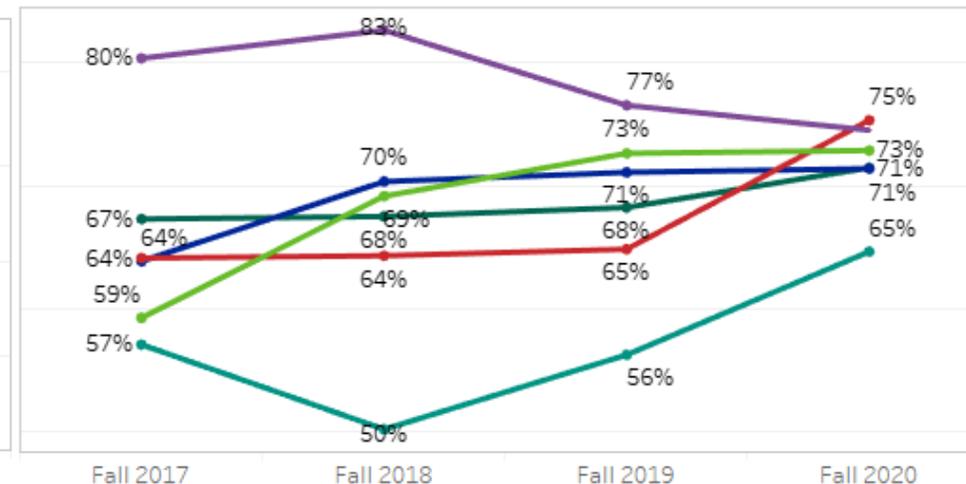
Student Type

(All)

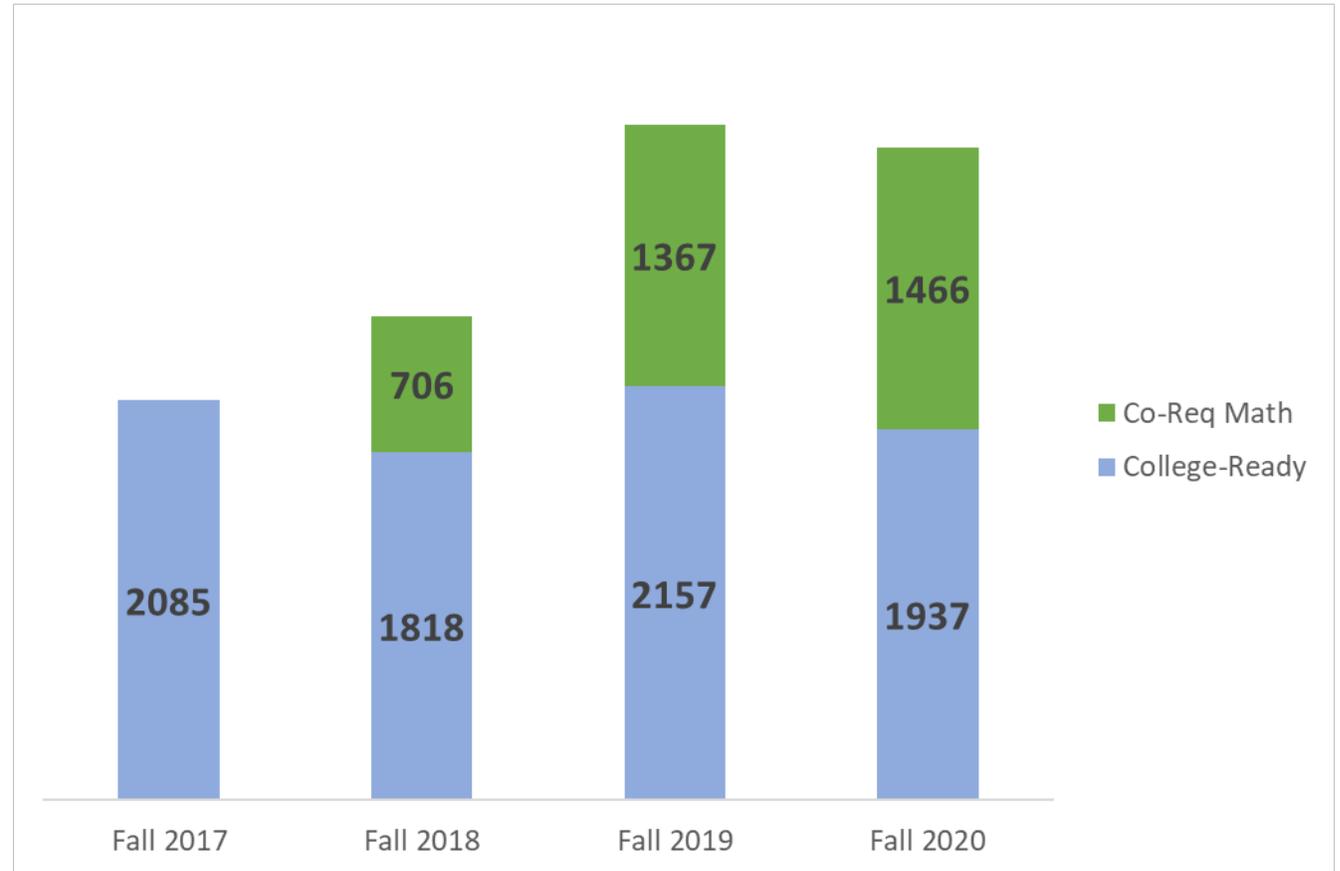
## Productive Grade Count



## Productive Rate



# Co-Requisite Students have driven the increase in Math completions since 2017



# Guiding Principles for Student Success

- **Equity:** Provide opportunities for all students to become competent and confident in math content with high expectations and strong academic support
- **Curriculum:** Development of innovative curriculum to meet the needs of students while meeting state mandates
- **Technology:** Incorporate technology to enhance students' learning by providing students tools and equipment that promote understanding of math content
- **Teaching & Learning:** Invest in professional development opportunities to strengthen faculty success in teaching developmental education and college level courses



# Recommendations for Student Success in Math Corequisite Courses

- Scale Up Embedded Tutoring/Supplemental Instruction for Math Corequisite Courses
- Increase Professional Development Opportunities for Corequisite Math Faculty
- Incentivize Summer Math Refreshers for Students Below Corequisite Level
- Enhance Calculator Loan Programs at each College



## Math Departments

Northeast Lakeview College

Northwest Vista College

Palo Alto College

San Antonio College

St. Philip's College

Thank you.

Patrick Lee, Dean of Academics, Palo Alto College

Allen Miller, Math Department Chair, Northeast Lakeview College

Qiaoying (Joy) Zhou, Math Department Chair, Northwest Vista College

Amanda Salinas, Math Department Chair, Palo Alto College

Mathew Kerns, Math Department Chair, San Antonio College

Renita Mitchell, Math Department Chair, St. Philip's College



ALAMO  
COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

Achieving the Dream  
LEADER COLLEGE  
OF DISTINCTION

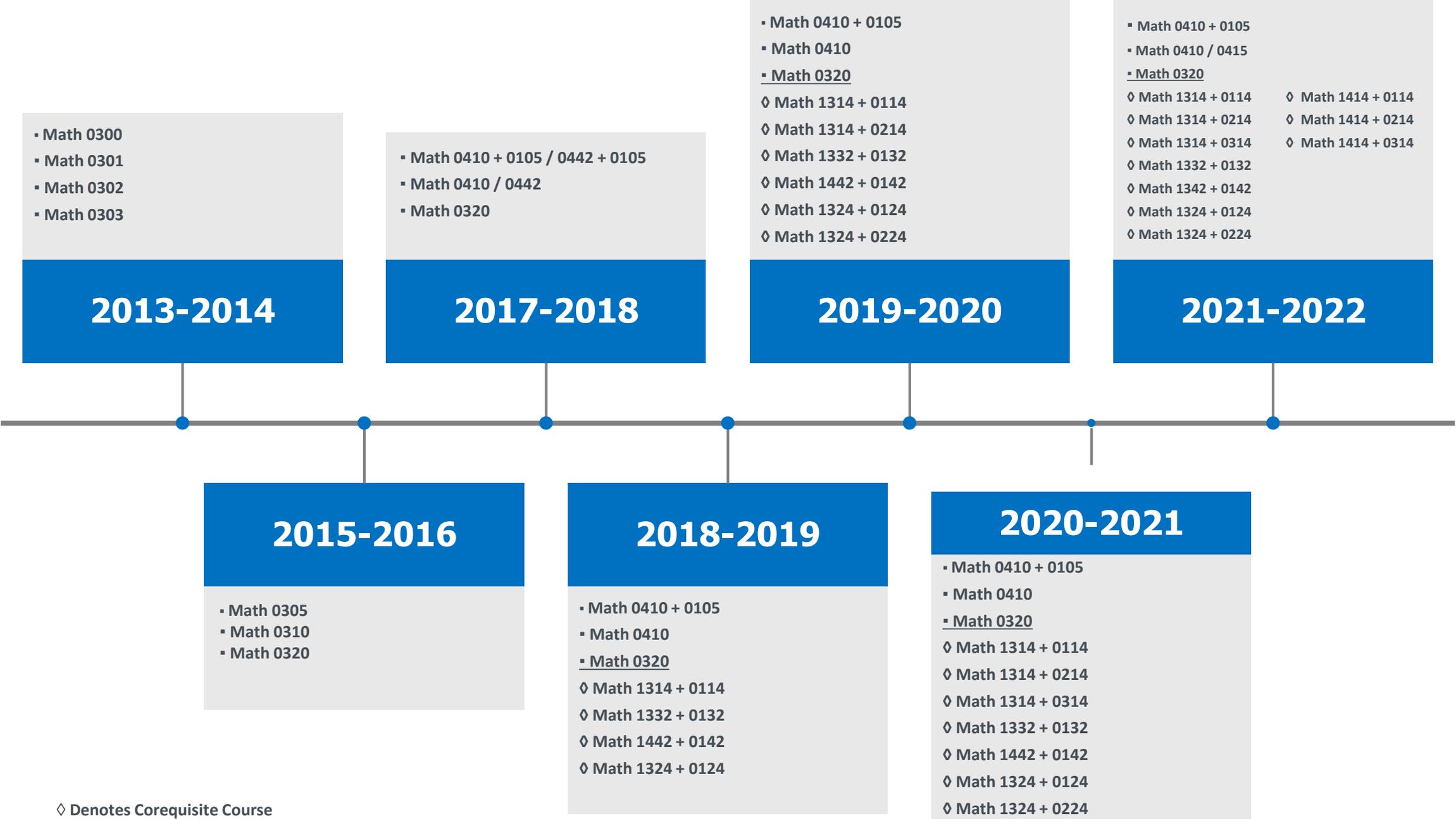
# Appendix

# Texas Higher Education Coordinating Board (THECB) HB 2223 Requirements

- **2018-2019:** At least **25%** of the IHE's students enrolled in DE coursework must be in a Corequisite model
- **2019-2020:** At least **50%** of the IHE's students enrolled in DE coursework must be in a Corequisite model
- **2020-2021:** At least **75%** of the IHE's students enrolled in DE coursework must be in a Corequisite model
- **2021-2022:** **100%** of the IHE's students enrolled in DE coursework must be in a Corequisite model

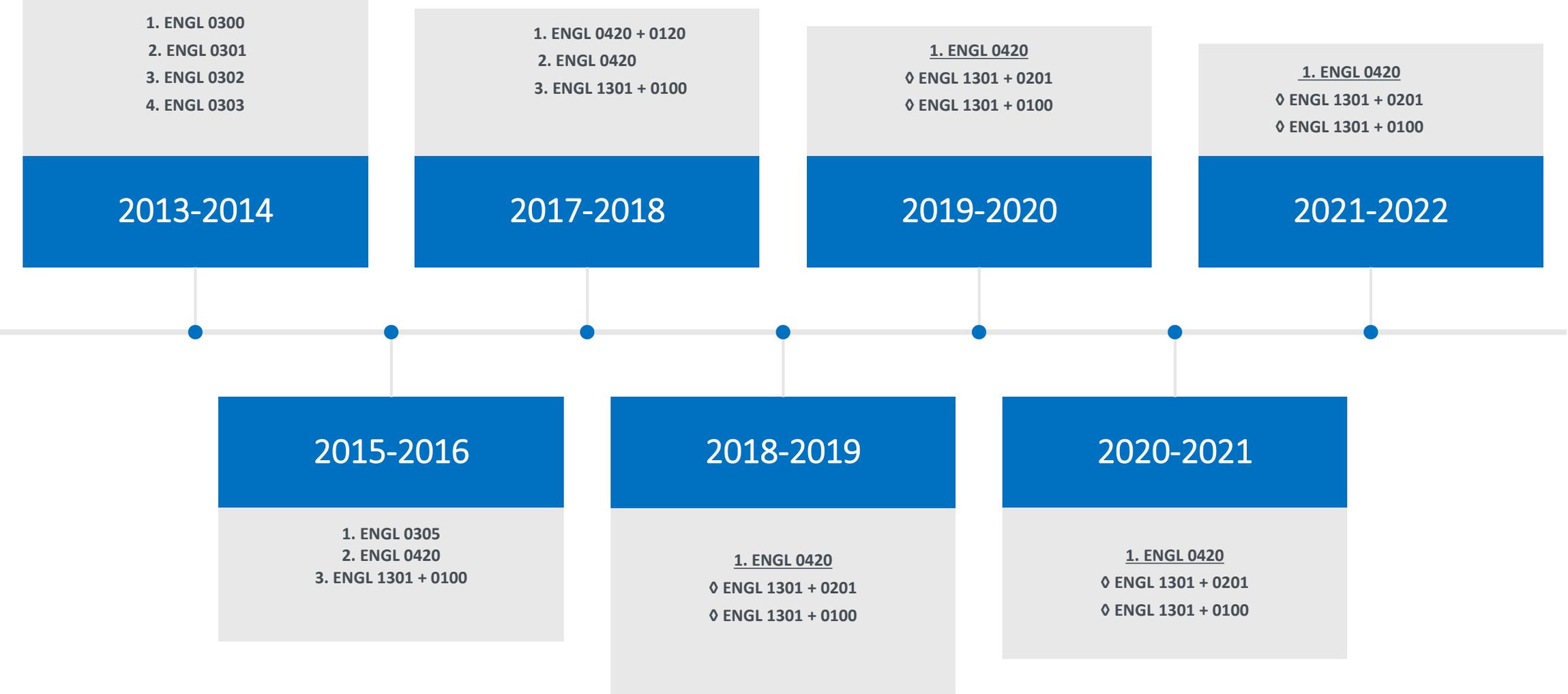


# Alamo Colleges District Math Placement History



◇ Denotes Corequisite Course

# Alamo Colleges District English Placement History



◇ Denotes Corequisite Course



# Student Placement | Using Multiple Measures (High School Complete)

NORTHEAST LAKEVIEW COLLEGE

NORTHWEST VISTA COLLEGE

PALO ALTO COLLEGE

ST. PHILIP'S COLLEGE

SAN ANTONIO COLLEGE



**WITH INFORMATION**  
official or unofficial



**WITHOUT INFORMATION**  
or during exceptional circumstances



## COLLEGE READY

To be placed in a college-credit course



## NON-COLLEGE READY

To be placed in a corequisite or developmental education

### ENGLISH

**TSI complete:** Refer to Table 1- Common Entry Requirements

or

#### College Prep

(PEIMS: CP110100)  
Grade  $\geq 75$

or

#### GPA $\geq 90$

in high school senior or junior English

### MATH

**TSI complete:** Refer to Table 1- Common Entry Requirements

or

#### College Prep

(PEIMS: CP111200) Grade  $\geq 75$

or

**Cumulative GPA  $\geq 80$  and grade of B or better**  
in high school Algebra II

### ENGLISH

#### 1301 + 0100

$\geq 4000$  on STAAR EOC-English II  
and  $\geq 70$  in Sr. or Jr. English

or

$\geq 3775$  on STAAR EOC-English II,  
and  $\geq 80$  in Sr. or Jr. English

or

$\geq 3703$  on STAAR EOC-English II  
and  $\geq 90$  in Sr. or Jr. English

or

College Prep  
(PEIMS: CP110100)  
Grade 70-74

#### 1301 + 0201

$< 3703$  on STAAR EOC-English II  
and  $\geq 80$  in Sr. or Jr. English

#### 0420

$< 3703$  on STAAR EOC-English II  
and  $\geq 70$  in Sr. or Jr. English

### MATH

#### 1-Hour corequisite

$\geq 4333$  on STAAR EOC-  
Algebra I

or

College Prep  
(PEIMS: CP111200)  
Grade 70-74

#### 2-Hour corequisite

4000 – 4332 on  
STAAR EOC-  
Algebra I

#### 0410 + 0105

$< 4000$  on STAAR EOC-  
Algebra I

### ENGLISH

#### 1301 + 0100

or

#### 1301 + 0201

if the student wants  
additional support

or

#### Online Refresher INRW 0055

if the options above are  
not feasible

### MATH

Online Refresher  
MATH 0055

or

Foundations  
MATH 0085

# Refreshers

- **Student Placement:** Refreshers are an intervention offered to students who score below college ready standards.
- **Opportunity:** Provides students a second chance on specific content area: Integrated Reading & Writing (INRW) or Math, providing opportunities to increase student placement.
- **Curriculum:** Courses are aligned to (Texas Success Initiative Assessment): 16-clock hour Math and 8-hour INRW, both include a faculty generated end of course assessment
- **Impact:** Students have opportunity to bypass developmental education and place in credit entry level coursework in Math and/or English

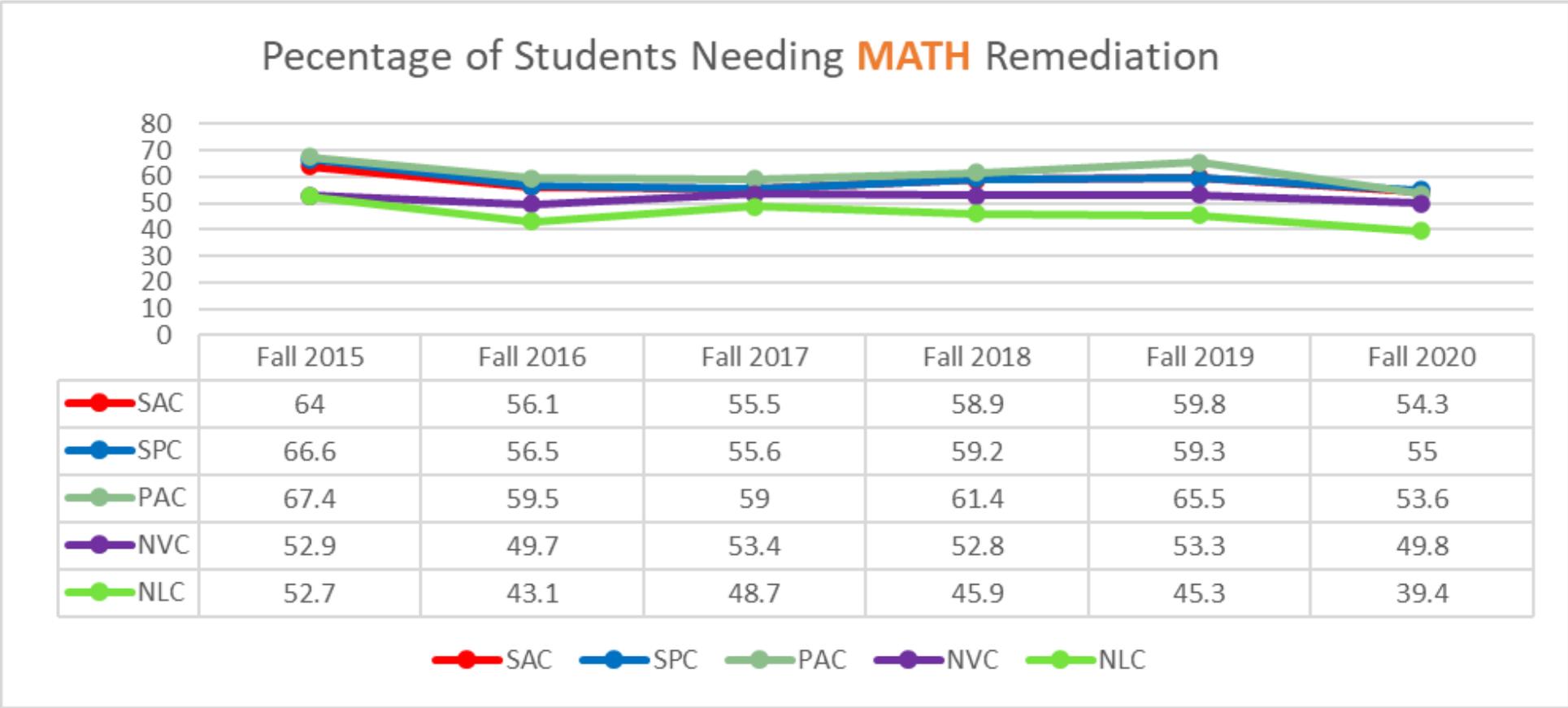


# Completion of Math/English within 1<sup>st</sup> Year (Fall 2013 to Fall 2019)

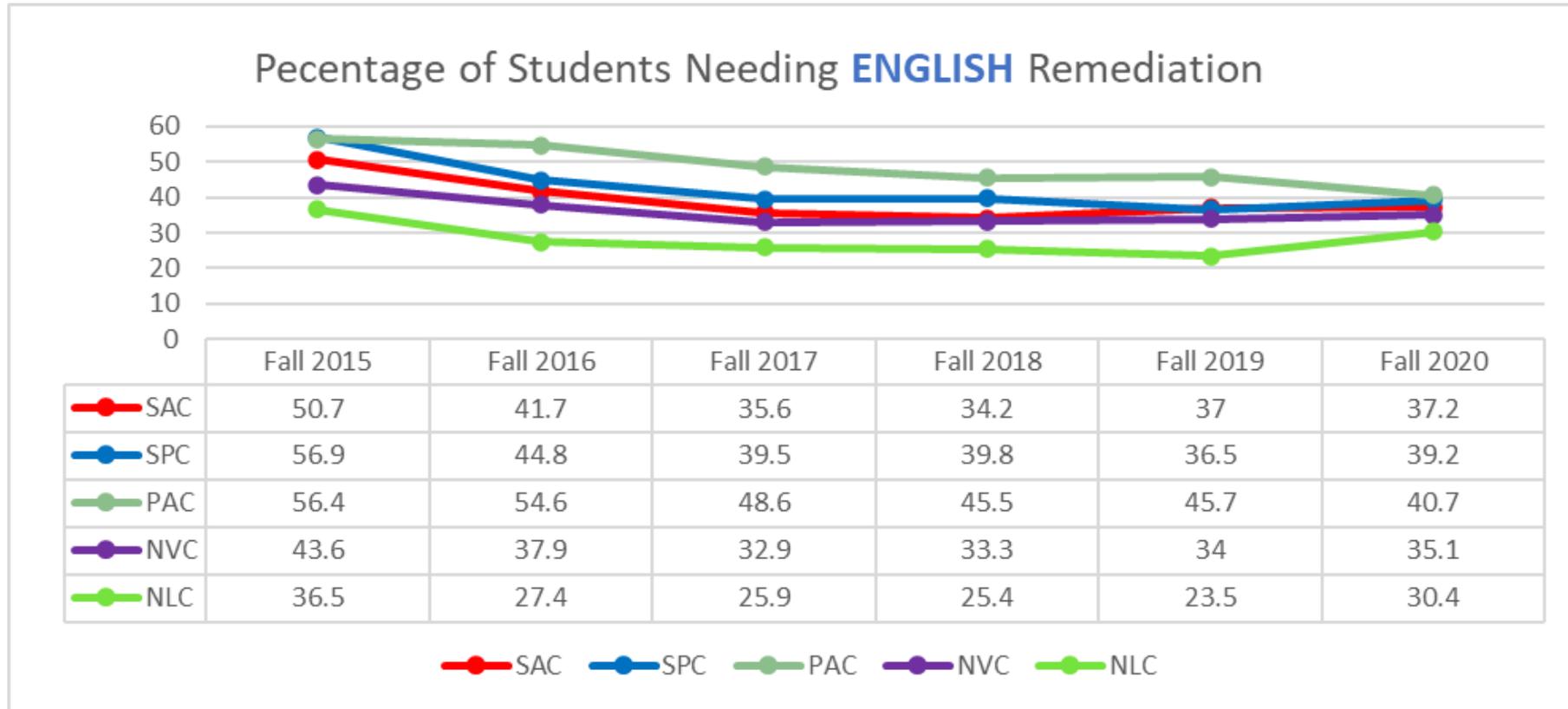
Completion of College-Level Math/English in the First Year (Fall 2013 to Fall 2019)							
Cohort	FTIC Headcount	Math Completions	Math Comp. %	English Completions	English Comp. %	Math & English Comp.	Math & Eng %
Fall 2013	7828	2555	33%	4099	52%	1932	25%
Fall 2014	7878	2901	37%	4452	57%	2292	29%
Fall 2015	8004	3044	38%	4742	59%	2455	31%
Fall 2016	7574	2881	38%	4613	61%	2301	30%
Fall 2017	8167	2986	37%	4881	60%	2383	29%
Fall 2018	8303	3275	39%	5172	62%	2617	32%
Fall 2019*	9981	4116	41%	5786	58%	3189	32%
* Represents cohort most affected by Covid-19 disruption							



# Math College Readiness: Student Placement by College



# English College Readiness: Student Placement by College



# Alamo Colleges District

May 11, 2021

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2021 Audit Planning Discussion



# Table of Contents

- ▶ Engagement Leadership
- ▶ The Audit Cycle
- ▶ Audit Overview
- ▶ Areas of Audit Emphasis
- ▶ Audit Timeline
- ▶ Scope of Work
- ▶ Upcoming GASB Pronouncements



# Engagement Leadership



**James Fitts, CPA** | Partner, Assurance Services

- ▶ Audit engagement partner

**Victor Perello, CPA** | Senior Manager, Assurance Services

- ▶ Audit engagement manager

## **THERE WHEN YOU NEED US.**

Remember: Weaver is your auditor all year; we are always available to answer routine questions.



# The Audit Cycle



# Audit Overview



- The objective of our audit is the expression of opinions as to whether the District's financial statements are fairly stated in conformity with accounting principles generally accepted in the U.S. (GAAP) as well as reporting on internal control related to the financial statements and compliance with the laws and regulations that could have a material effect on the financial statements.



- Our audit will be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS).

# Areas of Audit Emphasis

Our audit procedures emphasize testing areas with the highest risk of material misstatement, i.e. those accounts, contracts or transactions where we believe there is the greatest risk of material misstatement to the financial statements, whether due to error or fraud. We also consider the effects of current market risk factors on the District, and emphasis is also placed on those areas requiring subjective determinations by management. Accordingly, our anticipated areas of audit emphasis are as follows:

- ▶ Revenue recognition and deferred revenue
- ▶ Receivables and allowance for doubtful accounts
- ▶ Cash disbursements
- ▶ Investments
- ▶ Capital assets
- ▶ Bonds payable
- ▶ Federal and state single audit
- ▶ Complex, unusual and non-recurring transactions



# Audit Timeline

## May/June

- Obtain executed audit engagement letter
- Discussions with management regarding:
  - ✓ changes, events, and transactions occurring during the fiscal year
  - ✓ scope of work to be performed
  - ✓ timetables of major milestones during the engagement

## July/August

- Update our understanding of internal control over both financial reporting and compliance
  - ✓ Perform tests of the effectiveness of selected key internal controls
  - ✓ Perform walkthroughs of other key controls
  - ✓ Weaver IT Advisory personnel to discuss relevant changes to the IT environment and perform interim procedures related to IT controls
- Development of audit plan that is responsive to identified risk areas
- Perform a significant portion of the single audit testing
- Perform substantive testing on interim balances for selected financial statement areas

# Audit Timeline



## October/November

- Perform audit procedures on year-end financial statement balances
- Complete single audit testing procedures
- Discuss the results of procedures performed with management
- Review draft of financial report and provide feedback to management
- Draft auditor's report and required communications

## December

- Issue final reports and communications
- Present results of audit to the District's board of trustees

# Scope of Work



We will provide the following services for Alamo Colleges District for the fiscal year ending August 31, 2021:

- ▶ Annual financial statement audits in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS).
  - » Includes expression of opinion over financial statements
- ▶ Perform tests of compliance with certain provisions of laws, regulations, contracts and grant agreements.
- ▶ Issue the following reports and communications:
  - » Independent Auditor's Report
  - » Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
  - » Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133,
  - » Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with State of Texas Uniform Grant Management Standard
  - » Issue letter of required communications to those charged with governance summarizing the results of the audit
  - » Issue a management letter including recommendations for improvements in controls and procedures, if necessary

# Upcoming GASB Pronouncements



Title	Effective Date
GASB 84 - Fiduciary Activities	Fiscal year 2021
GASB 87 - Leases	Fiscal year 2022
GASB 90 - Majority Equity Interests	Fiscal year 2021
GASB 91 - Conduit Debt Obligations	Fiscal year 2023
GASB 92 - Omnibus 2020	Various
GASB 93 - Replacement of Interbank Offered Rates	Fiscal year 2022
GASB 94 - Public-Private and Public-Public Partnerships and Availability Payment Arrangements	Fiscal year 2023
GASB 96 - Subscription-Based Information Technology Arrangements	Fiscal year 2023
GASB 97- Certain Component Unit Criteria and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans	Fiscal year 2022

# Questions?

Contact Us



**James Fitts**

Partner, Assurance Services

Direct: (817) 882.7745

Email: [james.fitts@weaver.com](mailto:james.fitts@weaver.com)

**Victor Perello**

Senior Manager, Assurance Services

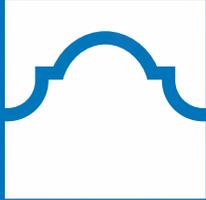
Direct: (210) 572.3748

Email: [victor.perello@weaver.com](mailto:victor.perello@weaver.com)



# FY 2022 Debt Management Plan

Tracey Sulak Bedwell, MBA, CTP  
Treasurer



ALAMO  
COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



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COLLEGE  
OF DISTINCTION

# Agenda

- Overview of Alamo's Debt/Tax Rate
- Review FY 2021 Plan
- Recommended FY 2022 Plan
- Debt Management Policy
- Next Steps



# What are the types of bonds we issue?

**Ltd Tax Bonds-** Construct, furnish/equip, renovate, purchase land

Who authorizes? Voters

Current ratings: AAA/Aaa



**Maintenance Tax Notes-** renovate and furnish only

Who authorizes? Board of Trustees

Current ratings: AAA/Aaa



**Revenue Bonds-** Construct, acquire, renovate, furnish/equip, purchase land

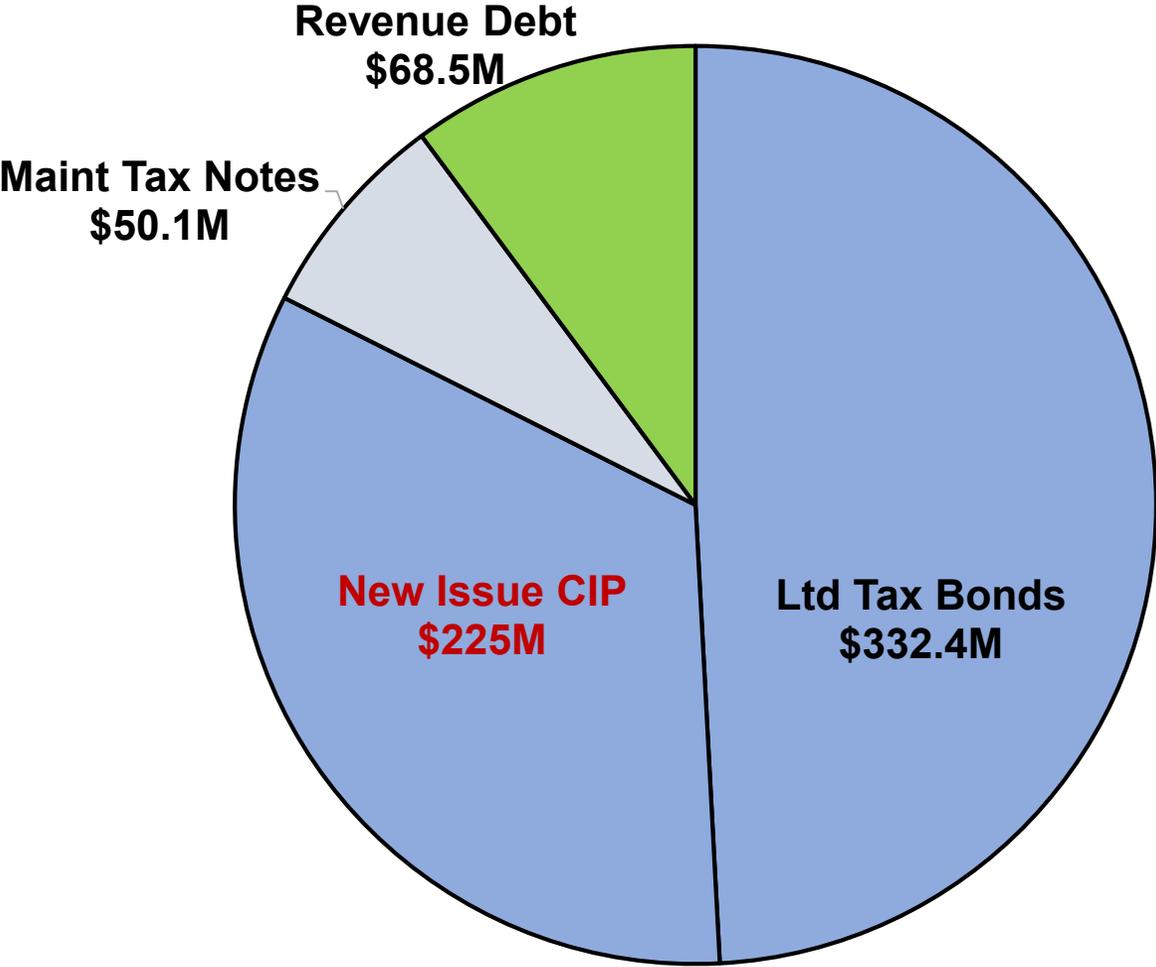
Who authorizes? Board of Trustees

Current ratings: AA/Aa2



# How Much Debt Do We Have?

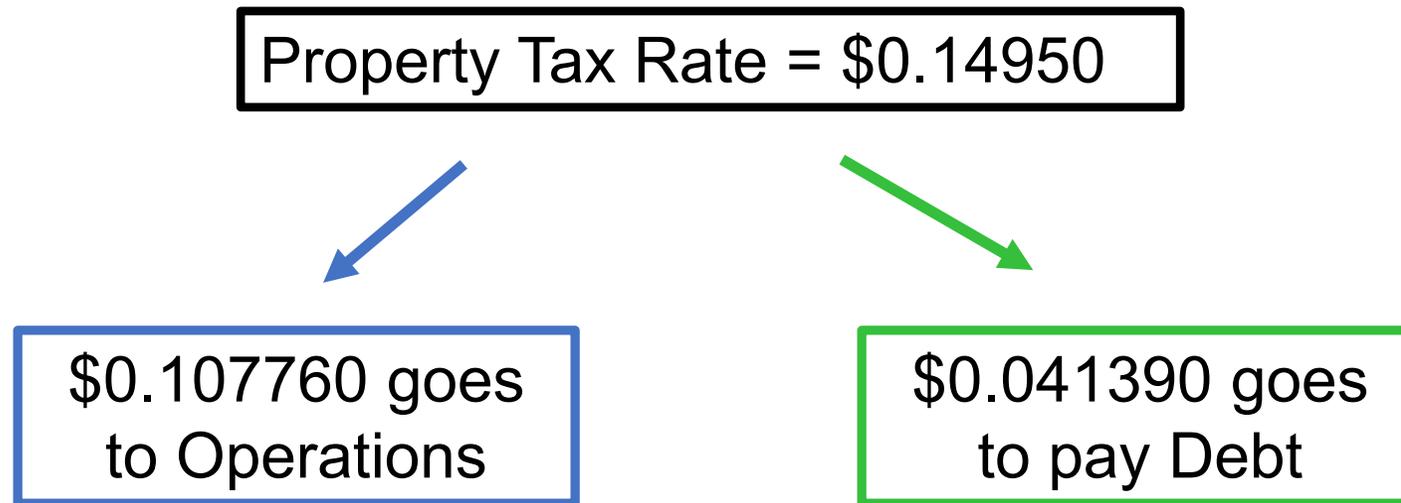
At the end of FY 2021, we will have \$675.9 million in Bonds outstanding



# How is the debt paid?

Revenue Bonds: Tuition, Investment and Auxiliary Income

Ltd Tax and Maintenance Tax: The “debt” portion of property taxes

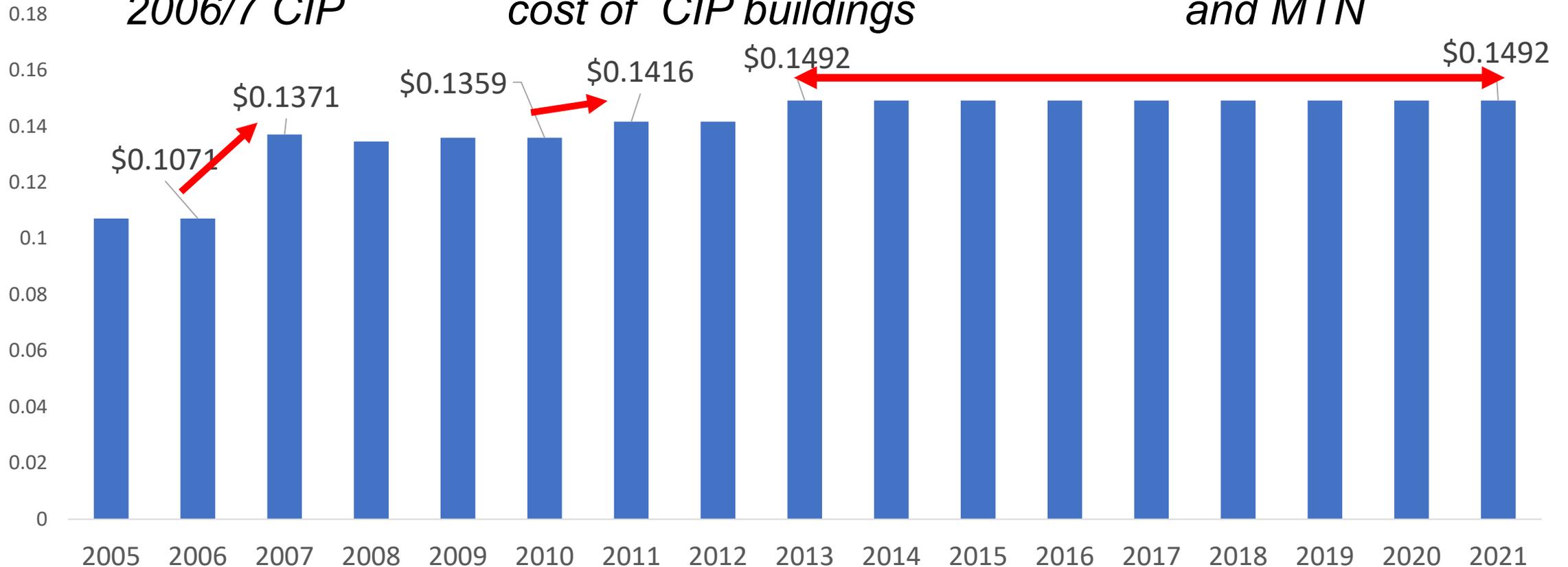


# Manage Debt to Maintain a Stable Tax Rate

*2007: 3 cent tax hike for \$450M 2006/7 CIP*

*2011: half cent M&O tax hike to cover operating cost of CIP buildings*

*2017-2022: no tax hike for \$500M CIP and MTN*



CIP= Capital Improvement Plan MTN = Maintenance Tax Notes



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# FY 21 Debt Management Plan Status

- ✓ Issue up to \$225 million 2<sup>nd</sup> Tranche CIP in FY 2021

## *Plus:*

- ✓ Refunded \$26.1 million 2011 Maintenance Tax Notes
  - ✓ Savings of \$5.6 million; new issue at less than 1% yield
- ✓ Used remaining funds from sale of surplus properties to pay down \$1.9 million 2017 Revenue bonds (DSO)
- ✓ Maintained AAA/Aaa tax-supported ratings plus S&P upgrade to revenue-supported ratings



# Results of Debt Management Planning: FY 2016-FY 2021

- \$ 82 million net present value savings from refinancing & prepayment over past 6 years
- Adding \$112.2 million additional debt capacity through refundings and cash pay downs
- All while maintaining a stable debt tax rate



# Recommendations FY 2022

1. Consistent with FY 2021 Debt Management Plan, issue \$52 million 3<sup>rd</sup> tranche CIP summer 2022
2. No additional Maintenance Tax Note issuance
3. Defeasement up to \$10 million of Ltd Tax 2012 bonds Feb. 2022
4. No change to Debt tax rate \$0.04139  
Assumes 3% Taxable Valuation increase in FY 2022
5. Monitor 2012A Revenue bonds for refunding Aug. 2022 for potential savings



# Recommended Debt Policy Changes

- Associate Vice Chancellor of Finance and Fiscal Services to proceed with certain financing decisions related to a Board Approved Parameter Order.
- Debt with a final maturity of more than 10 years may be structured with an optional redemption in 9 years.



# Next Steps- Approvals Needed

May:

- FY 2022 Debt Management Plan
- Debt Management Policy

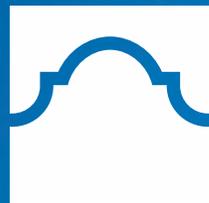
August:

- Parameter Order to defease up to \$10 million 2012 Ltd. Tax Bonds

Spring 2022:

- Parameter Order to issue remaining Ltd. Tax Bonds for CIP, timing based on spending needs

Thank you.



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DISTRICT

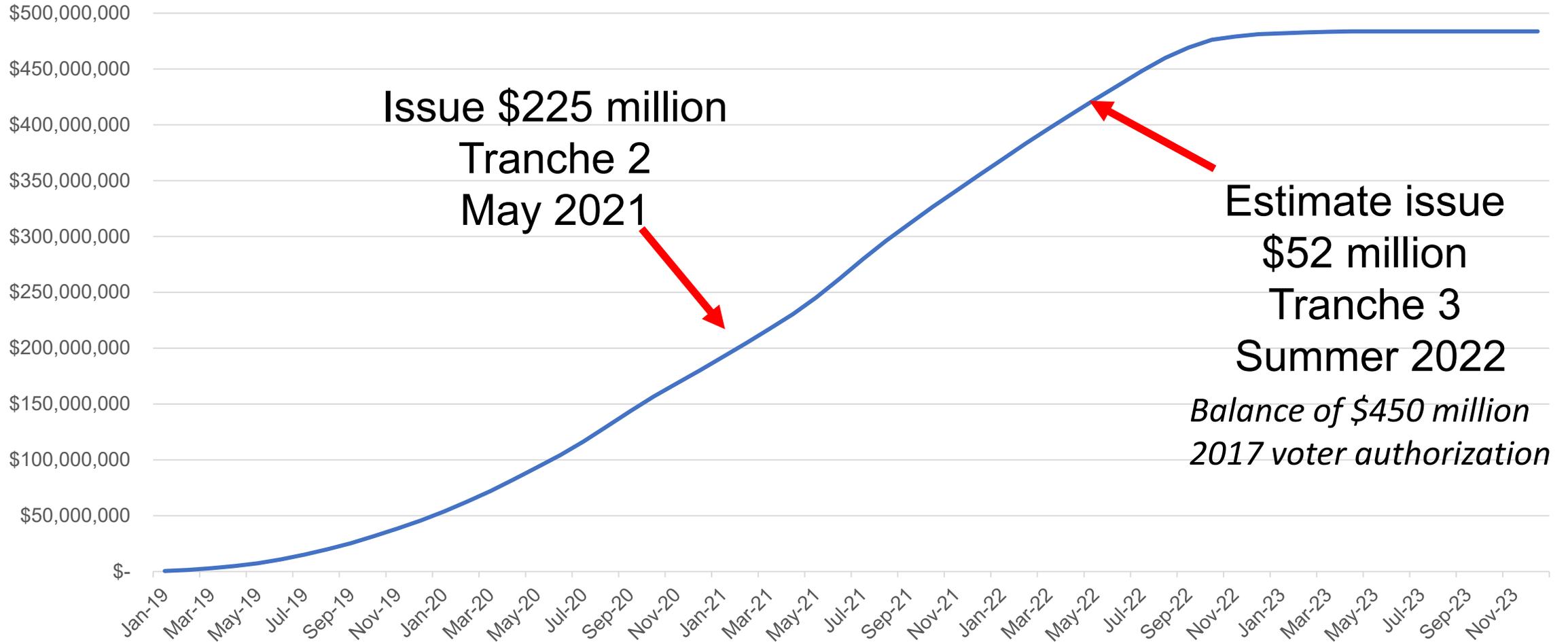


# Debt Management Team

- Alamo Colleges District Staff
  - Dr. Diane Snyder, CPA
  - Pamela K. Ansboury, CPA, M.Ed
  - Ross Laughead, JD
  - Tracey Sulak Bedwell, CTP, MBA
- Hilltop Securities- Municipal Advisor
  - Raul Villasenor, Managing Director
  - Michelle Aragon, Director
- Norton Rose Fulbright- Bond Counsel
  - Stephanie Leibe, Partner



# Cumulative Projected CIP/MTN Spending



# Revenue Supported Debt: S&P Global **Raised** Rating

Unscheduled ratings review in March resulted in **upgrade** from AA- to AA

## Rationale:

- *Historical solid margins with anticipated surplus for FY2021*
- *Healthy and growing tax base, reducing reliance on state appropriations*
- *Tenured management team*

*“We believe the district’s tenured management team, no near-term debt plans, and their broad service area economy that serves a strong workforce training demand, giving it’s location in the San Antonio area, are better reflected in the **AA rating level.**”*

*Excerpt from S&P Global Ratings Report March 26, 2021*



# Tax Supported Debt: S&P and Moody's Affirm AAA

- Rating reviews as part of scheduled 2021 MTN Refunding & 2021 Ltd Tax issuances
- S&P Global Ratings and Moody's Investors Services both affirmed **highest AAA/Aaa rating**

## Rationale:

- *Deep and diverse economic base*
- *Strong financial position with diverse revenue stream*
- *Substantial operating flexibility in ability to raise tax rate*



## Discussion and Possible Action on the Annual Debt Management Plan for FY 2021

Presented for recommended approval to the ALAMO COLLEGES BOARD OF TRUSTEES on May 18, 2021.

### MINUTE ORDER

**“The Alamo Colleges District Board of Trustees hereby approves the recommendations as presented in the FY 2022 Debt Management Plan. The Chancellor or his designee is directed to authorize the District’s outside consultants to prepare any documents that may be necessary for Board approval.”**

### PURPOSE

The purpose of this action is to obtain Board direction for the Chancellor or his designee on the Debt Management Plan for FY 2022.

### BACKGROUND

A Debt Management plan is presented to the Board of Trustees annually for recommendations for the following fiscal year. Through active and responsible Debt Management, Alamo Colleges District:

- \* Issues debt wisely to fund facilities renovations and growth.
- \* Manages within existing tax rate to meet needs, as possible.
- \* Ensures strong Financial Statements, resulting in superior Aaa/AAA Bond ratings.

The FY 2022 recommendations are outlined in the attached presentation.

### IMPLICATIONS

**Financial:** Continuation of Debt Management Policy objectives; approval of FY 2022 Debt Management Plan  
**Strategic Plan:** Performance Excellence  
**Human Resources:** None

**ATTACHMENT:** FY 2022 Debt Management Plan presentation

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Pamela K. Ansbury, CPA, M.Ed                      Date  
Associate Vice Chancellor of Finance and  
Fiscal Services

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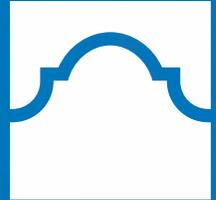
Diane E. Snyder, CPA, Ph.D.                      Date  
Vice Chancellor for Finance  
and Administration

---

Dr. Mike Flores                                      Date  
Chancellor

# Financial Report: Higher Education Emergency Relief Funds (HEERF)

Shayne West  
Chief Budget Officer



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Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



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# STUDENT AID



## CARES – *must be spent by Jan-April 2022*

- Expense related to disruption of campus operations due to COVID-19, including student's cost of attendance
- 17,468 students awarded funds



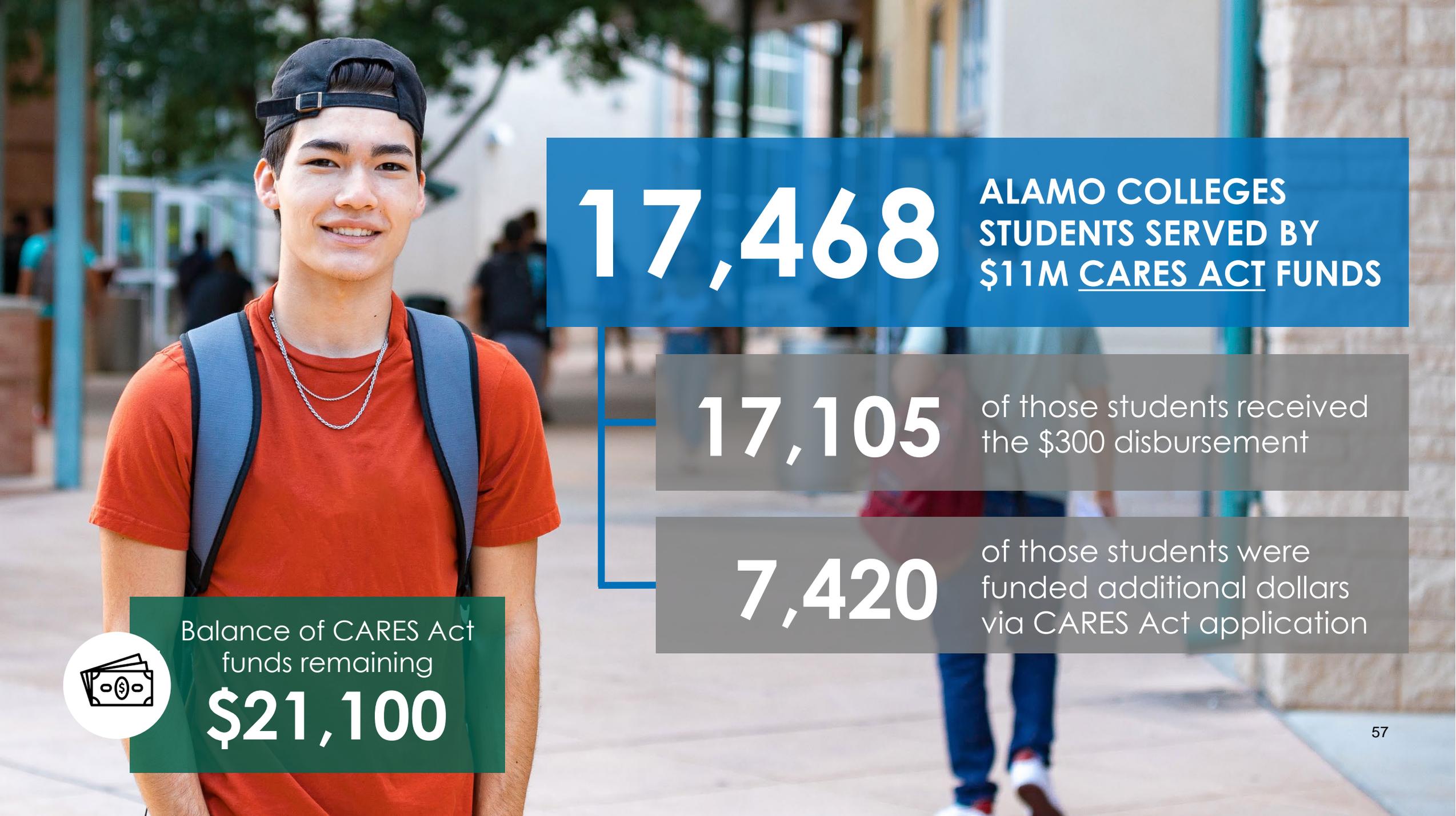
## CRRSAA – *must be spent by Jan-April 2022*

- Can be used for any component of a student's cost of attendance
- 13,485 students awarded to date

\$ in M	<u>Award</u>	<u>Spent</u>	<u>Balance</u>
CARES	\$11.3	\$11.3	
CRRSAA	\$11.3	\$9.4	
<b>TOTAL AWARDED</b>	<b>\$22.6</b>	<b>\$20.7</b>	<b>\$1.9</b>
Additional from CRRSAA Institutional Aid	\$2.4		
<b>GRAND TOTAL</b>	<b>\$25.0</b>	<b>\$20.7</b>	<b>\$4.3</b>

**30,000+**  
ALAMO COLLEGES  
AWARDS TO  
STUDENTS AS OF  
MAY 4  
(CARES + CRRSAA)





17,468

ALAMO COLLEGES  
STUDENTS SERVED BY  
\$11M CARES ACT FUNDS

17,105

of those students received  
the \$300 disbursement

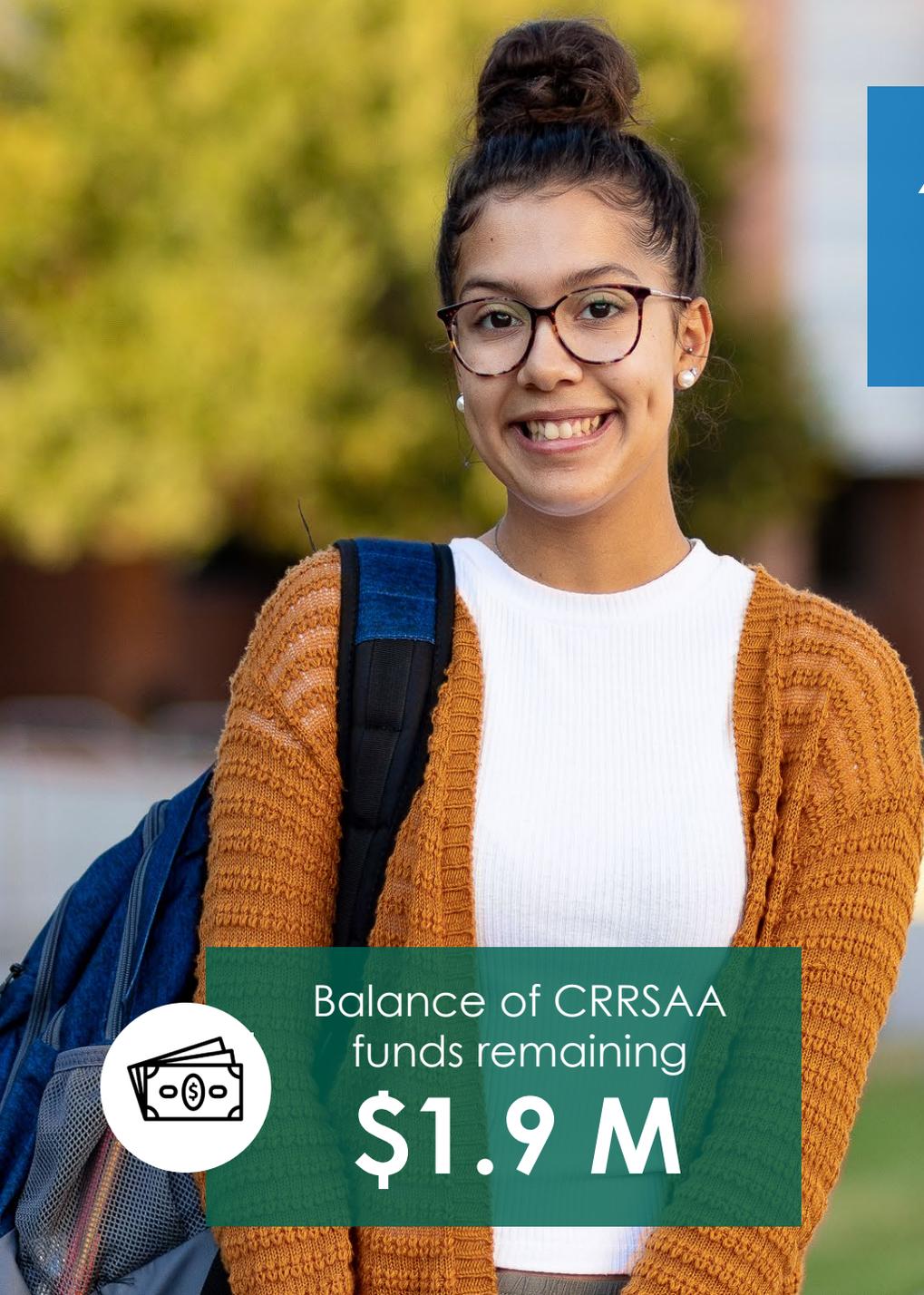
7,420

of those students were  
funded additional dollars  
via CARES Act application



Balance of CARES Act  
funds remaining

\$21,100



# 13,485

ALAMO COLLEGES  
STUDENTS SERVED BY  
CRRSAA FUNDS

## 13,014

of those students received  
\$600 disbursement on  
April 6, 2021 (\$7.8 M Total)

## 1,451

of those students were  
funded additional \$1.6M  
dollars via CRRSAA Act  
application

## 121

of those students opted to  
have student balances  
paid (\$179,300 Total)

Balance of CRRSAA  
funds remaining

# \$1.9 M





**“Finances, food, housing. These are more than basic needs. When lacking, these voids create mental and emotional barriers** that put students – especially those of us who are parents – in positions where we have to choose between providing for the immediate needs of their families or pursuing a better future long term. From CARES Act funding distributed at the beginning of the pandemic to temporary housing that kept me and my son from becoming homeless, **these services have kept me in school full-time pursuing a better future for my family.**”

**Kaysia Williams**

*Single mother and full-time  
San Antonio College student*

# INSTITUTIONAL AID



## CARES – *must be spent by Jan-June 2022*

- Defray any costs associated with significant changes to the delivery of instruction due to the coronavirus, reimburse for costs to purchase equipment (**NOT** lost revenue)



## CRRSAA – *must be spent by Jan-June 2022*

- ACD's Plan:
  - Additional Student Emergency Aid
  - Return to Campus
  - Technology & Broadband Support
  - Student Support Services & Programs
  - Student Outreach
  - Lost Revenue & Indirect Costs

\$ in M	<u>Award</u>	<u>Spent</u>	<u>Balance</u>
CARES	\$11.3	\$10.2	
CRRSAA	\$43.6	\$1.5	
<b>TOTAL AWARDED</b>	<b>\$54.9</b>	<b>\$11.7</b>	<b>\$43.2</b>
Additional CRRSAA Student Aid from Institutional Award	(\$2.4)		
<b>GRAND TOTAL</b>	<b>\$52.5</b>	<b>\$11.7</b>	<b>\$40.8</b>

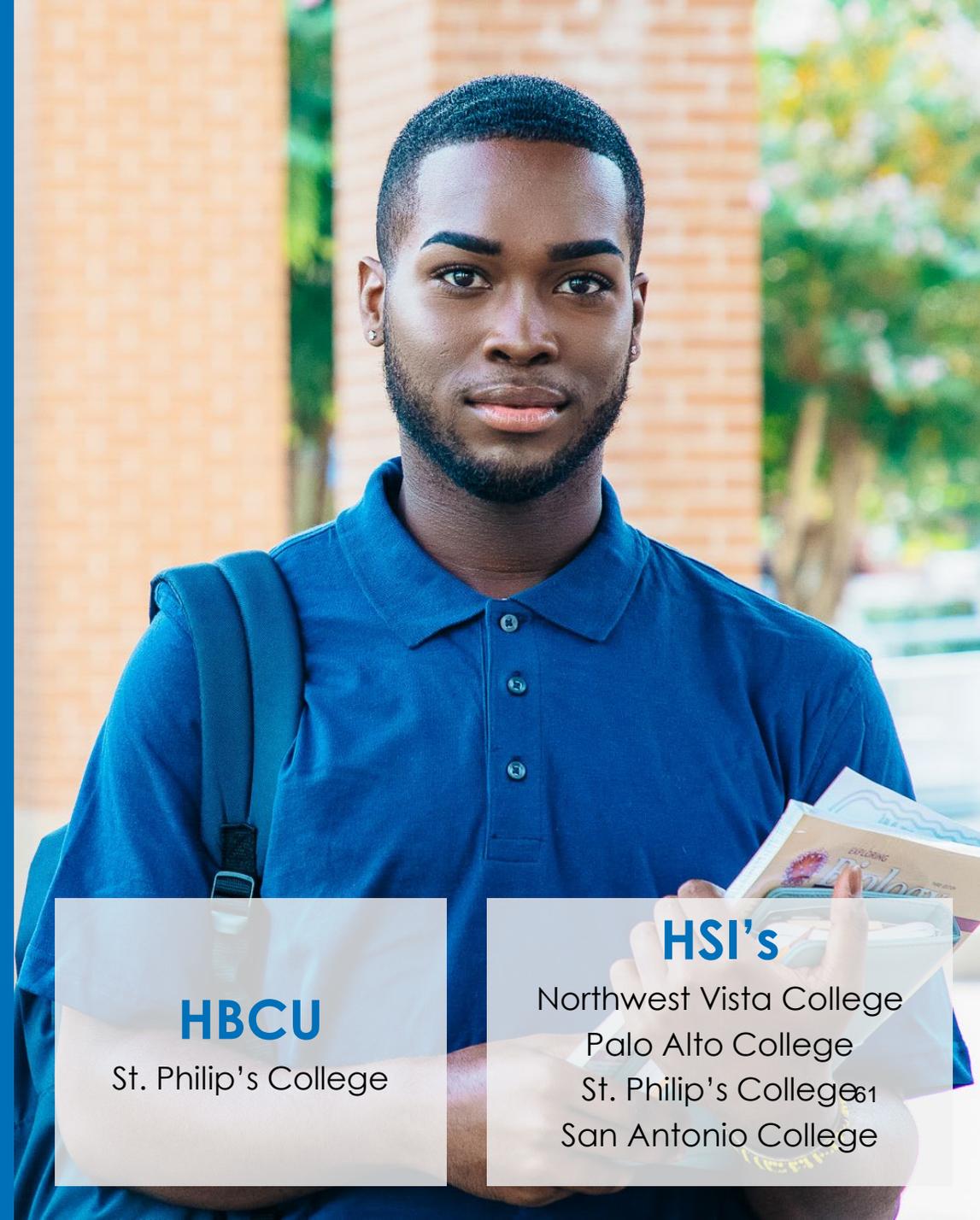


# MINORITY SERVING INSTITUTIONS AWARDS



Spending targeted by Feb/Mar 2022

Historically Black Colleges and Universities (HBCU)	\$ in M
CARES	\$6.3
CRRSAA	\$31.7
<b>TOTAL</b>	<b>\$38.0</b>
Hispanic Serving Institution (HSI)	\$ in M
CARES	\$1.2
CRRSAA	\$2.3
<b>TOTAL</b>	<b>\$3.5</b>
<b>GRAND TOTAL</b>	<b>\$41.4</b>



**HBCU**  
St. Philip's College

**HSI's**  
Northwest Vista College  
Palo Alto College  
St. Philip's College  
San Antonio College

# AMERICAN RESCUE PLAN (ARP)



Pending award by Dept. of Education (DOE);  
Spending plans are still being developed



Plan is to delay spending until after CRRSAA to  
maximize utilization, assuming requirement to  
spend in 1 year

\$ in M	<u>Projected Award</u>
Student Aid	\$48.3
Institutional Aid	\$48.3
MSI (TBD)	TBD
<b>GRAND TOTAL</b>	<b>\$96.6</b>



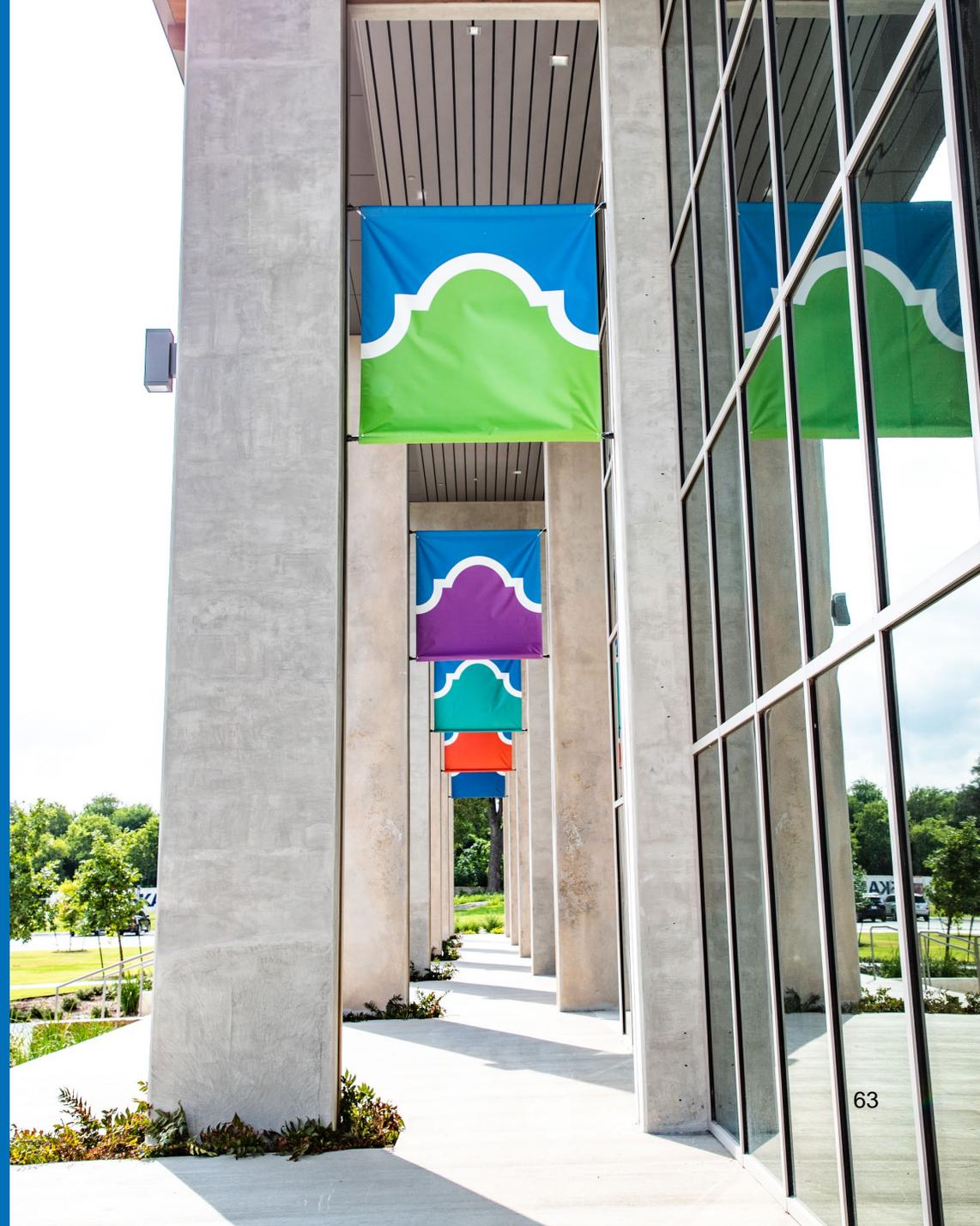
# WHAT'S NEXT?



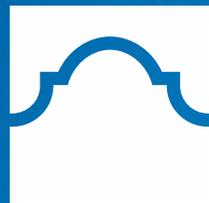
**Going forward: Provide the HEERF Financial Report on a monthly basis as an addition to the Board Consent Reports**



**In July, present the ACD plan for utilization of ARP funds.**



Thank you.



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COLLEGES  
DISTRICT





ALAMO COLLEGES DISTRICT  
San Antonio College

**Dr. Robert Vela**  
President

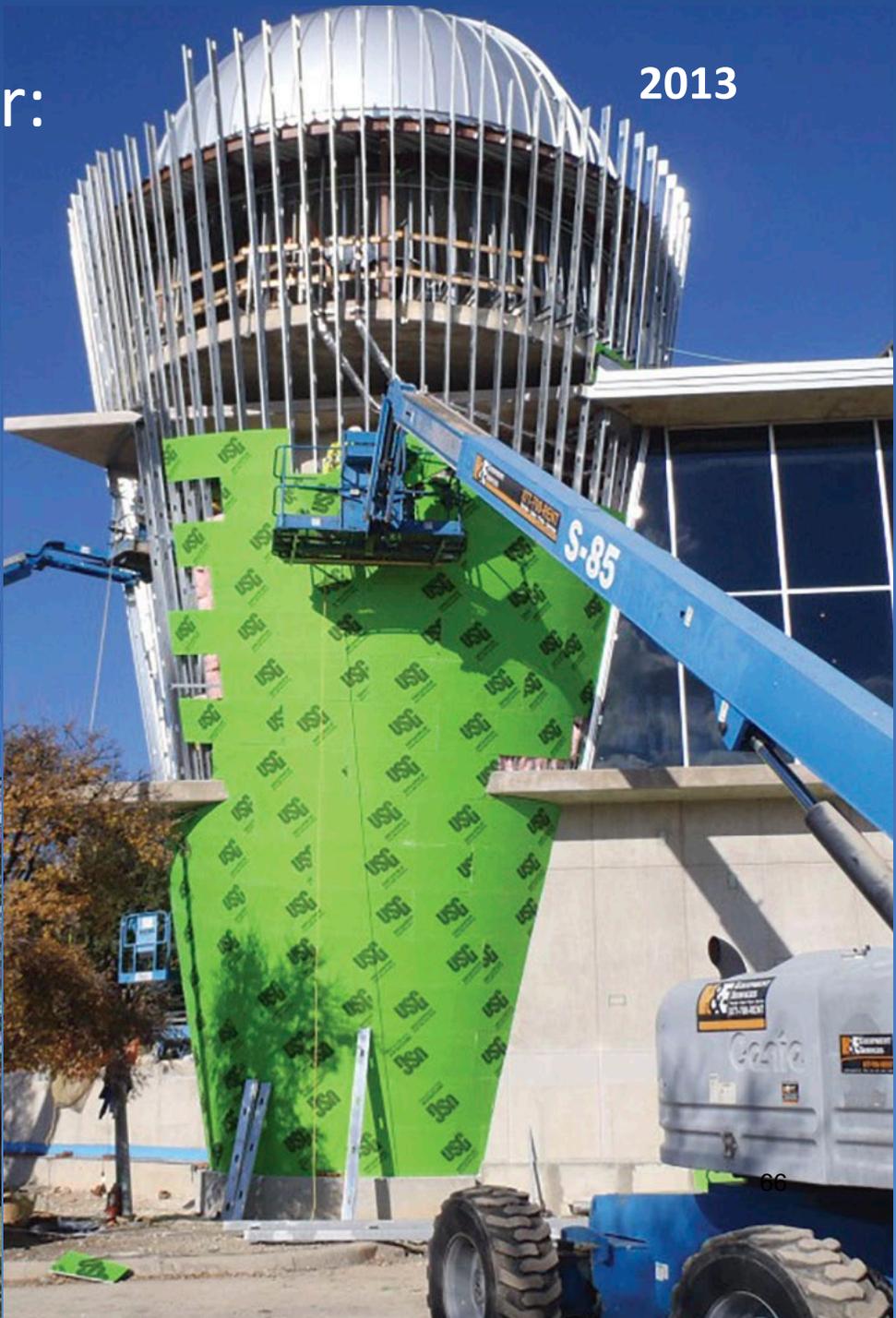
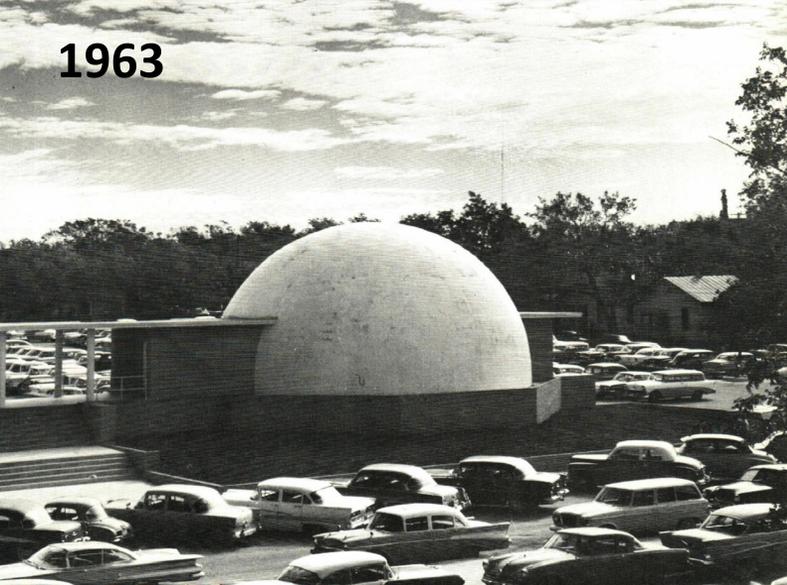
**Rick Varner, Center Director**  
Scobee Education Center

**Dr. Diane Snyder**  
Vice Chancellor for Finance & Admin.

# The John L. Santikos MICRONAUTS CENTER

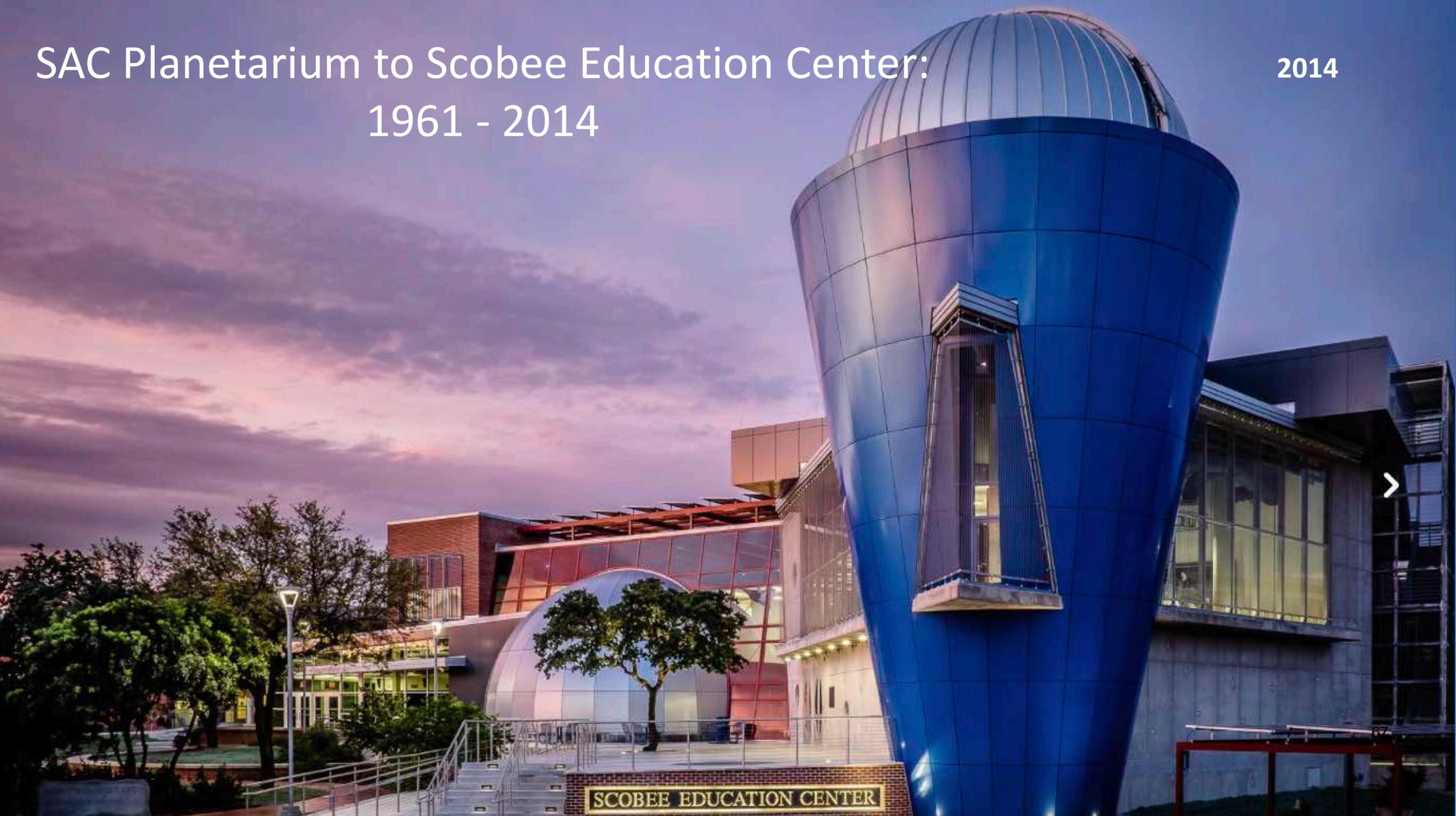
# SAC Planetarium to Scobee Education Center: 1961 - 2014

2013



# SAC Planetarium to Scobee Education Center: 1961 - 2014

2014



# Santikos MICRONAUTS CENTER

12 student activity stations  
aligned to early childhood  
TEKS:

- Biology
- Communication
- Energy
- Engineering
- Geology
- Geography
- Micronaut Training
- Mixed Media
- Physical World
- Sun, Earth & Moon
- Water Wonders
- Weather



# Santikos MICRONAUTS CENTER

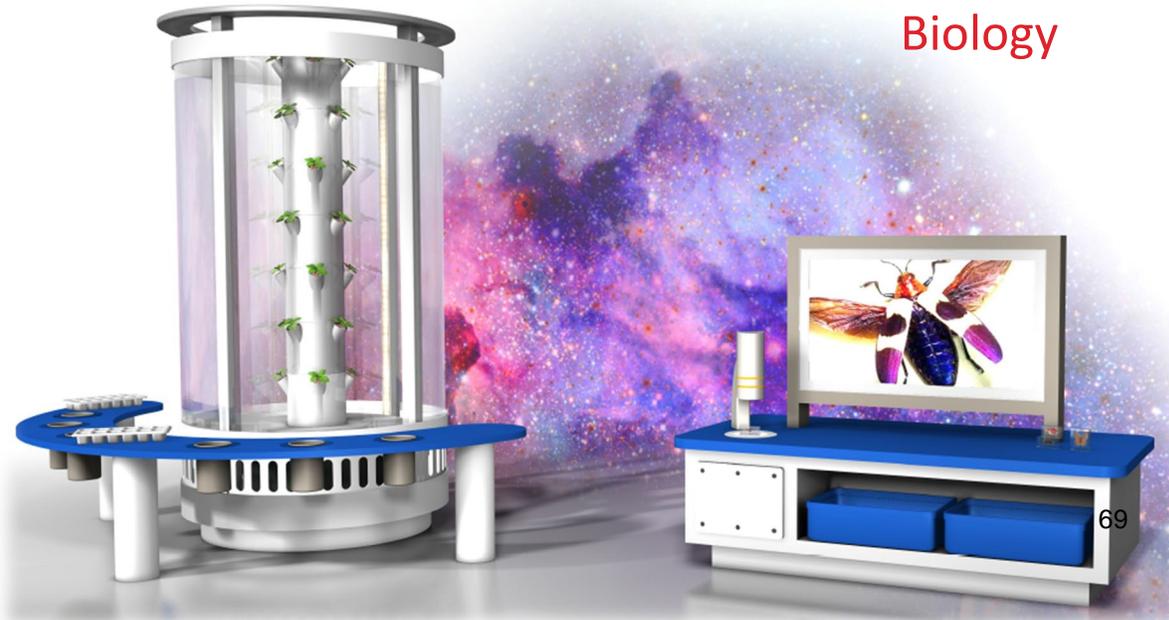
Energy



Communications



Biology



# Funding of Micronauts Center

- Construction of Micronauts Center (inside CIP Early Childhood Ctr.)
  - \$1 million (\$500,000 SA Area Foundation Naming Award/\$500,000 SAC Capital Fund)
- May 2021 Minute Order:
  - Funding requested for completion of Micronauts Center Student Activity Stations
  - \$1,020,775 Additional Funds Requested from ACD Revolving Capital Fund with repayment over 5 years
  - To Fabricate & Install 12 student Activity Stations designed by Exhibit Concepts from the Stakeholders Educational Designs



# Thank You



## Discussion and Possible Action on Funding Source for Micronauts Center Student Activity Stations for San Antonio College

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to the Board for approval on May 18, 2021.

### MINUTE ORDER

**“The Alamo Colleges Board of Trustees hereby authorizes an internal loan of \$1,020,775 from the revolving capital project account as the funding source for fabricating and installing student activity stations in the Micronaut Center at San Antonio College.”**

### PURPOSE

The purpose of this action is to authorize an internal loan to provide funding for the student activity station equipment within the Micronaut Center housed in the San Antonio College Early Child Care Capital Improvement Project (CIP) building. On December 8, 2020, the Board of Trustees approved the construction guaranteed maximum price for the Early Child Care and Santikos Micronauts Center. The Micronaut Center area of the building was funded by a \$500,000 Santikos grant and \$500,000 SAC institutional match. Facility construction targeted completion is March 2022.

### BACKGROUND

On July 24, 2012, the Board of Trustees authorized the conversion of the quasi-endowment account to a revolving capital project account, to be used as an internal financing mechanism for approved capital projects. The original \$12,000,000 of the revolving capital project account was used to fund the construction of the Tobin Garage at San Antonio College (SAC) with repayment from student success support and parking fees. On July 29, 2014, an internal loan for \$400,000 was made to Palo Alto College (PAC) for building renovations in support of the new Cosmetology program with repayment from Cosmetology program revenues and PAC's operating budget. On May 16, 2017, an internal loan of \$3,000,000 was made to the District Support Operations (DSO) to fund the DSO Building parking structure with repayment from DSO institutional budget. Available balance in the revolving capital project account as of 3/31/2021 is \$2,400,000.

### IMPLICATIONS

**Financial:** \$1,020,775 from revolving capital project account to be repaid from SAC Annual Capital budget over 5 years beginning 9/1/2022

**Strategic Plan:** Student Success, Performance Excellence

**Human Resources:** N/A

**ATTACHMENTS:** Presentation

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Dr. Robert Vela  
President – San Antonio College

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Dr. Diane E. Snyder, CPA  
Vice Chancellor for Finance and Admin.

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Dr. Mike Flores  
Chancellor



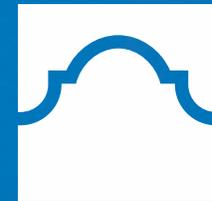
# Overview of Purchasing Contract Amendment: Temporary Employment Services for IT Professionals

**Gary O'Bar**

District Director for Purchasing and Contract Admin.

**Dr. Tom Cleary**

Vice Chancellor for Planning, Performance and Info. Svcs.



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Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

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# Purchase of Temporary Employment Services for IT Professionals

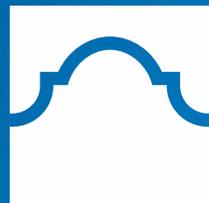
## Background:

- In September 2015, the Board of Trustees awarded multiple vendor contracts that included First Object, Inc. and the Strata Information Group, Inc. for an estimated \$650,000 annually.
- Contracts are scheduled to terminate August 31, 2021.

## Recommended Amendment:

Extend the contracts with First Object, Inc. and the Strata Information Group, Inc. for a one-year period beyond the scheduled termination date of August 31, 2021; and authorize one-year contract extensions thereafter. Estimated \$500,000 annually.

Thank you.



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## **Discussion and Possible Action on Amending the Contracts with First Object, Inc. and the Strata Information Group, Inc. providing for Purchase of Temporary Employment Services for IT Professionals**

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to Board for approval on May 18, 2021.

### **MINUTE ORDER**

**"The Board of Trustees hereby approves amending the contract with First Object, Inc. and the Strata Information Group, Inc. providing for one-year contract extensions for the purchase of Temporary Employment Services for IT Professionals in the estimated amount of \$500,000 annually as requested by the office of the Vice Chancellor for Planning, Performance and Information Systems."**

### **PURPOSE**

This action seeks authorization to extend the contract for a one-year period beyond the scheduled termination date of August 31, 2021; and authorization for additional one-year contract extensions thereafter upon mutual consent of the contractors and the Alamo Colleges District. Approval of this action enables negotiated changes to the contract that will result in continued service delivery of existing Temporary IT Professionals to meet current and future demands; avoidance of startup costs/delays; and stability to the program's service delivery.

The scope of work requires the contractors to provide temporary employee services on an as needed basis. These services compliment the current personnel system to ensure that service delivery of IT Professionals with specialized skill sets are provided without delay or interruptions. These services are particularly useful when temporarily filling positions that require an immediate need for a specific or high-level skill set, or for jobs that experience regular turnover.

### **BACKGROUND**

In September 2015, the Board of Trustees awarded multiple vendor contracts that included First Object, Inc. and Strata Information Group, Inc. providing for the purchase of a Temporary Employment Services for IT Professionals for approximately \$650,000 annually. The initial term for these contracts ended August 31, 2016, and had four, one-year options to renew upon mutual consent of the contractors and the Alamo Colleges District.

Both contracts are scheduled to terminate August 31, 2021.

The contractors provide the Temporary IT Professional meeting requirements at a rate that is set by Alamo Colleges District; performs the Texas state level background check; provides a name tag; processes timesheets and pays the Temporary IT Professional. The Alamo Colleges pays the contractor an amount based on the agreed rate and an amount, as a mark-up fee, to provide the services.

The estimated annual amount shown is inclusive of the contractor fees awarded in the contracts, and represents the Alamo Colleges District's best estimates for a one-year period. The amount paid will be based on the amount of services required and substantially based on the scope of work and the contract fees.

### **IMPLICATIONS**

**Financial:** Estimated \$500,000 annually; Funding is not encumbered with this Minute Order and will be provided as the service requirements are identified.

**Strategic Plan:** Goal I – Student Success; Goal III Performance Excellence

**Employee Services:** None

**Attachments:** Price Tabulation



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Gary O'Bar, C.P.M.  
Director Purchasing & Contract Administration

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Dr. Thomas S. Cleary  
Vice Chancellor for Planning, Performance  
and Information Systems

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Dr. Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance & Administration

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Dr. Mike Flores  
Chancellor



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Price Tabulation

Amending a Contract with First Object, Inc. and the Strata Information Group, Inc.  
For the Purchase of Temporary Employment Services for IT Professionals

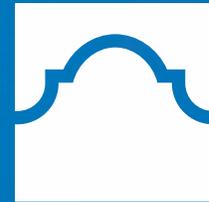
Contractor	Fee
First Object, Inc.	20% Mark-up Fee

Contractor	Fee
Strata Information Group, Inc.	\$170 per hour for remote \$205 per hour for onsite

# Overview of Purchasing Contract Amendment: Purchase of Virtual Academic Instruction Program

**Gary O'Bar**

District Director of Purchasing and Contract Admin.



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DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

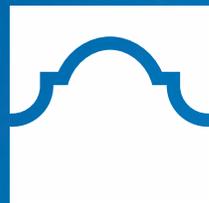
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OF DISTINCTION

# Recommended Amendment to Purchasing Contract

## Background:

- In January 2020, a contract was executed with iTutor.com, Inc. providing for the purchase of Virtual Tutoring Services totaling \$ 49,700.
- San Antonio College and Palo Alto College have a need for additional scope of work funded by TRIO and Upward Bound grants for Spring and Summer 2021 including virtual program instruction focused on College Readiness, English/Language Arts, Foreign Language, Math and Science through the proprietary platform developed by iTutor.com, Inc.
- Recommended Amendment:  
Authorize amending the contract to an estimated \$179,500 annually for additional scope of work to support the Colleges' requirements. Contract may be renewed annually upon mutual consent of iTutor.com, Inc. and the Alamo Colleges District.

Thank you.



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DISTRICT



## **Discussion and Possible Action on Amending the Contracts with iTutor.com, Inc. for the Purchase of a Virtual Academic Instruction Programs**

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to Board for approval on May 18, 2021.

### **MINUTE ORDER**

**The Board of Trustees hereby approves amending the contracts with iTutor.com, Inc. providing for an increase in services for purchase of the Virtual Academic Instruction Program to approximately \$179,500 annually, as requested by Palo Alto College and San Antonio College.”**

### **PURPOSE**

This contract action provides for the authorization to amend contracts executed in the Spring of 2020, to increase the amount of services that can be purchased. Since purchasing the Virtual Academic Instruction Program for Palo Alto College and San Antonio College, requirements have been identified for an additional scope of work for Palo Alto College and San Antonio College. Approval of this contract action enables negotiated changes to the contract that will result in continued service delivery to meet current and future student demands; avoidance of startup costs/delays; and stability to the program's service delivery.

Due to COVID-19, Spring and Summer 2021 the Upward Bound Program will be virtual and provide program instruction focused on College Readiness, English/Language Arts, Foreign Language, Math and Science through the proprietary platform developed by iTutor.com, Inc. The contractor will deliver instruction virtually and include the curriculum, training, and materials for students to enhance students' academic skill and ultimately prepare them for higher education.

### **BACKGROUND**

Since January 2020, a contract was executed with iTutor.com, Inc. providing for the purchase of Virtual Tutoring Services for Palo Alto College and San Antonio College totaling \$ 49,700.

The recommended action authorizing the purchase of additional services for \$129,800 and increases the annual amount to an estimated \$179,500.

The agreement included with the increased authorization may be renewed annually upon mutual consent of iTutor.com, Inc. and the Alamo Colleges District. The recommended contractor, iTutor.com, Inc. specializes and maintains rights to the intellectual property, and certified educators in its provision of these services. As such, this purchase is being made on a dual basis of professional services, and sole source exempt from competitive bidding, [TX ED 44.031](#).

### **IMPLICATIONS**

Financial: Estimated \$179,500 annually

Funding Source: 213076-832004; PAC-Sanchez-TRIO UB 2022-PAC Upward Bound; 213080-832004; PAC-Bell-TRIO UBMS 2022;211137-816801; SAC-DoED Nandin UB Highlands 2022; 211145-816801; SAC-Nandin TRIO UBMS Edison 2023

Strategic Plan: Goal I – Student Success; Goal III Performance Excellence

Employee Services: None

**Attachments:** Price Tabulation



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Dr. Robert Vela, Jr.  
President, San Antonio College

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Dr. Robert Garza  
President, Palo Alto College

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Gary O'Bar, C.P.M.  
Director, Purchasing & Contract Administration

**Dr. Diane Snyder** Digitally signed by Dr. Diane Snyder  
Date: 2021.05.03 12:12:06 -05'00'

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Dr. Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance & Administration

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Dr. Mike Flores  
Chancellor





PRICE TABULATION

Purchase of a Virtual Academic Instruction Program

Item	Description	Price Each	Estimated Total
1	Virtual Academic Instruction for groups of up to 30 students to include the following subjects: Math; English/Language Arts; Foreign Language; Composition; Science; College Readiness; and Virtual Field Trip	Whole Class Instruction \$199 per hour  Virtual Field Trip/Workshop \$275 per hour  Teacher Prep Time \$75 per hour  10% Implementation Fee on Net Purchase  One Time Teacher Supply Fee \$75	\$179,500

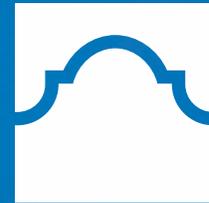
Note: The amounts provided represent the Alamo Colleges District best estimates for a one-year period. The amount paid will be based on the number of academic instruction hours and substantially based on the scope of work and the contract prices.



# Overview for Purchase of Bookstore Operation Services and Instructional Materials

Gary O'Bar

District Director, Purchasing & Contract Admn.



ALAMO  
COLLEGES  
DISTRICT

Ruth Dalrymple

Assoc. Vice Chancellor

Academic Partnerships and Initiatives



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



# Background

## Current Contract:

- In December 2012, the Board of Trustees awarded a contract to Follett Higher Education Group.
- Bookstore Services are provided at each college.
- The contract is scheduled to expire August 31, 2023.

## Issued Competitive Sealed Proposal to meet current College requirements:

- By 9/1/2021, operate a physical bookstore at each college selling not only paper textbooks, but also trade books, lab kits, e-books, access to electronic instructional materials, stationary, college imprinted clothing, school supplies, health and beauty aid items, sundries and snacks. Sale, buyback, and rental options are to be provided for applicable materials.
- ACD provides retail-ready facilities and covers utilities, housekeeping & maint.

# Recommended Contract Award

Recommend contract award to Barnes and Noble College on a best value basis.

- Barnes & Noble College proposes campus stores that are always efficiently staffed with an experienced management and support team who are hands-on and will work collaboratively with the colleges to deliver exceptional customer service to all students.
- Under terms of the recommended proposal, Barnes & Noble College will pay the Alamo Colleges District receipts estimated at \$396,664 annually (\$176,664 for facilities rental, \$210,000 estimated sales commission to cover ACD's indirect costs, and \$10,000 for student gift cards).
- Barnes & Noble College proposes employment opportunities for our students at onsite bookstores.



# Benefits to Students

- Lower price margin allowing increased savings to students
- Students will have better access to digital content through VitalSource.
- Price match guarantee with vendors like Amazon on new, used and rental.
- Barnes & Noble College has proposed hiring students to work in the onsite bookstores.
- \$10,000 annually in gift cards for College distribution

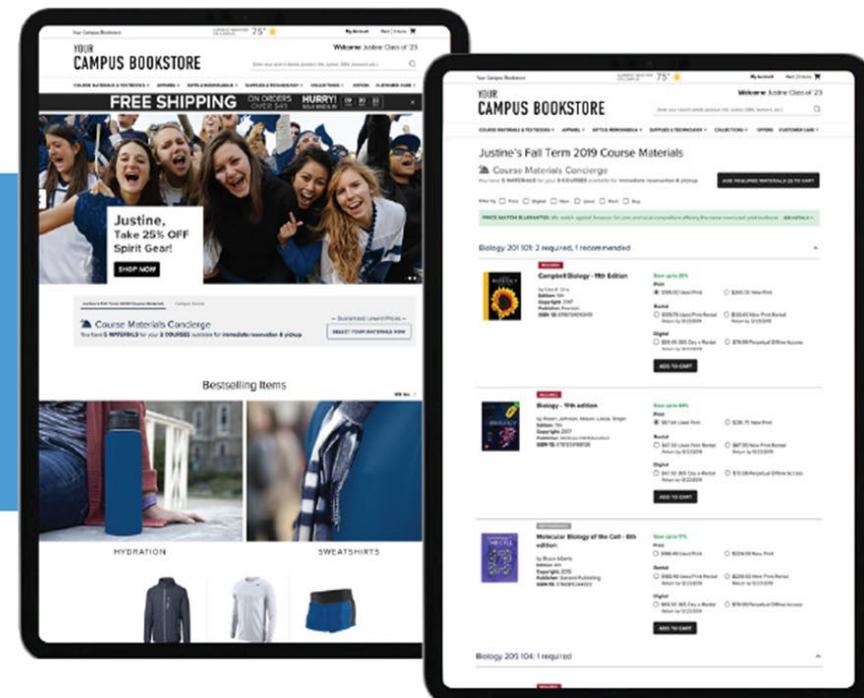
## COMMERCE SOLUTIONS

### New eCommerce Experience

This highly robust and localized eCommerce website provides a best-in-class user experience that is personalized for each student and customized for each campus. Our partnership with Fanatics will further elevate our eCommerce platform, and provide access to a greatly expanded supply chain and merchandise assortment.

### First Day® Solutions (Complete or By Course)

Our inclusive access programs deliver significant savings on course materials for your students and ensure that they have all materials by the first day of class.



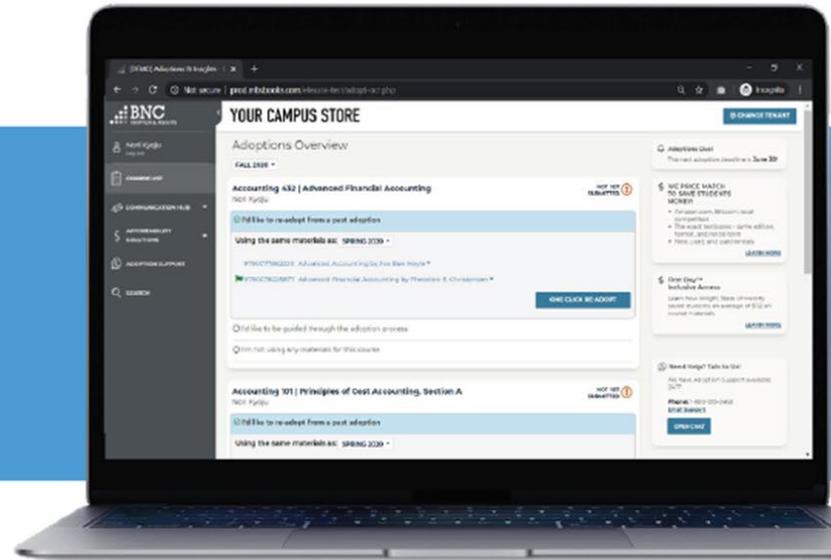
# Benefits to Faculty

- User friendly tool interface to aid Faculty in researching and selecting their textbooks
- Leveraging on the buying power of B&N for best pricing

## FACULTY & ADMINISTRATIVE TOOLS

### *Adoption & Insights Portal*

This personalized, easy-to-use platform streamlines the process of researching and selecting course materials for faculty, while providing academic leadership real-time visibility in the process.



# Benefits to Alamo Colleges

## Facilities Maintenance & Operations

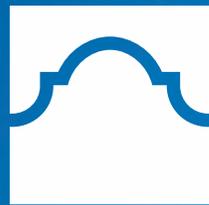
- There is a minimum requirement that the contractor pays rent for use of the ACD facilities.
- In consideration of the Rent Amount paid by the contractor, Alamo Colleges District will provide a retail ready shell space and furnish all utilities, including electricity and air conditioning; provide local telephone service, exterior dumpster containers for trash/garbage and recyclables; maintenance of decorative surfaces in the facilities, including painting and window washing; exterminator service; and floor stripping and waxing.
- Contractor (s) is required to purchase all current bookstore inventories, including but not limited to, new, used, and rental textbooks from Follett Higher Education Group.

## **Minute Order: Recommend contract award to Barnes & Noble College**

- Under terms of the recommended proposal, Barnes & Noble College will pay the Alamo Colleges District receipts estimated at \$396,664 annually (\$176,664 for facilities rental, \$210,000 estimated sales commission to cover ACD's indirect costs, and \$10,000 for student gift cards).



Thank you.



ALAMO  
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# Appendix

# Requirements Planning and Evaluation Committee

REQUIREMENTS PLANNING AND EVALUATION COMMITTEE MEMBERS			
NAME	TITLE & ORGANIZATION	PLANNING COMMITTEE	EVALUATION COMMITTEE
<b>Academic Members</b>			
Phillip Anaya	Digital and OER Coordinator, DSO	YES	YES
Ruth Dalrymple	Associate Vice Chancellor for Academic Partnerships & Initiatives, DSO	YES	YES
Dr. Jothany Blackwood	Vice President for Academic Success, SAC	YES	YES
Lisa Menard	Counselor / Assistant Professor, SAC	YES	YES
Jack Nawrocik	Associate Professor of History and Humanities, SPC	YES	YES
Brad Chandler	Professor of Biology, PAC	YES	YES
Amanda Gorrell	Librarian, NVC	YES	YES
Michele Maldonado	Assistant Professor of Education, NLC	YES	YES
Darius Martin	Student Trustee	YES	NO

FINANCE & FISCAL MEMBERS			
Gary O'Bar	Director, Purchasing & Contract Administration, DSO	YES	NO
Jeremy Taub	Assistant Director, Purchasing & Contract Administration, DSO	YES	NO
Terry Loomis	Senior Purchaser, Purchasing & Contract Administration, DSO	YES	NO
Andrea Manez	Assistant Director, Purchasing & Contract Administration, DSO	YES	NO
Elizabeth Alvarado	Contract Administrator, Purchasing & Contract Administration, DSO	YES	NO
Torence White	SMWBE Contracting Coordinator, Purchasing & Contract Administration, DSO	YES	NO
Patrick Vrba	Comptroller, DSO	YES	NO
Sue Swan	Chief Bursar, DSO	YES	NO
Jennifer Castro	Manager of Student Accounts, DSO	YES	NO

FACILITIES MEMBER			
Max Davis	Director, Facilities Operations, DSO	YES	NO

# Barnes and Noble College – Value Added

## AFFORDABILITY

- Our affordable course material programs have saved students more than \$1.6 billion over the last five years.
- Our rental programs offer every available title, saving students up to 90% off the cost of a new textbook.
- We offer access to the largest inventory of low-cost course materials in the industry, driving maximum savings for your students.
- We price match new, used and rental textbooks with Amazon and bn.com.
- Our online adoption platform, *Adoption & Insights Portal*, allows faculty to research titles, formats, price and OER materials – all prior to adoption.
- Our strong relationship with Cengage, McGraw-Hill and Pearson Publishing opens significant cost-savings to your students through expanded rental and open access programs.

# Barnes and Noble College – Value Added



## STUDENT ADVOCATE

Our *Igniting the New Student Connection* program will connect your incoming students and their parents with your schools at key stages of their onboarding and first-year experience, helping them start strong on their academic path. On an ongoing basis, we will deliver more support to students with programs, such as financial, wellness and career-focused workshops.

**540,000**

new students and parents connected with their school last year through our *New Student Connection* program.



## FACULTY ALLY

We will stay connected with your faculty year-round, providing them information on the latest course materials and hosting faculty author and appreciation events. Through the *Adoption & Insights Portal*, they will be able to easily research and adopt from more than one million high-quality course materials at the most affordable prices for their students.

**450,000+**

faculty nationwide use our *Adoption & Insights Portal*.



## UNMATCHED SERVICE

Our award-winning customer service training program equips your Barnes & Noble College team to provide your students, faculty, alumni and fans with exceptional service and support in-store, online and through our social media customer service program – the first in the academic marketplace.

**91%**

of the students we serve rated their campus store performance as excellent, very good or good, frequently calling out friendly staff, good selection and organization.





# Instructional Material Initiatives

## Student Affordability

- Negotiate with the provider for the lowest prices possible to Students
- Contractor will aggressively negotiate with publishers on obtaining the lowest price for textbooks
- Textbooks and merchandise sold through the bookstores will be uniformly priced at all locations

## Student Inclusive Access

- Accommodate DAY ONE access to materials
- Accommodate ACD Fee structure for course sections that participate in the IM Direct program
- Services are scalable enterprise wide



## Discussion and Possible Action for the Purchase of Bookstore Operation Services and Instructional Materials

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to Board for approval on May 18, 2021.

### MINUTE ORDER

**"The Board of Trustees hereby awards a contract to Barnes & Noble College Booksellers, LLC. providing for the purchase of Bookstore Operating Services and Instructional Materials for the Alamo Colleges District for estimated annual receipts of \$396,664 (\$176,664 for facilities rental, \$210,000 estimated sales commission to cover ACD's indirect costs, and \$10,000 for student gift cards)".**

### PURPOSE

This contract action provides for the purchase of Bookstore Operation Services and Instructional Materials. The scope of work includes providing all management, systems, labor, and materials necessary to operate a fully functional bookstore at each campus for selling students, faculty, and the public the required, recommended or suggested textbooks, course materials, and other items typically sold through college bookstores. The contractor shall sell not only paper textbooks and textbook buyback, but also trade books, e-books, stationary, college imprinted clothing, uniforms, school supplies, health and beauty aid items, sundries and snack items.

The annual estimated receipts of \$176,664 for facilities rental is used to cover building lease payments for use of the space at each campus; and the contract commitments of Alamo Colleges, including providing the equipment installed in each bookstore; furnishing all utilities, including electricity and air conditioning; providing local telephone service, exterior dumpster containers for trash/garbage and recyclables; providing maintenance services for decorative surfaces in the facilities, including painting and window washing; providing exterminator, and floor stripping/waxing services.

In furtherance of the Alamo College's District Goal of Student Success, the Barnes & Noble College Booksellers, LLC. proposal includes employment opportunities for our students to work in the onsite bookstores. Students will work in the stores as employees with a verified time sheet and pay for the hours worked. Additionally, Barnes & Noble College Booksellers, LLC. will be flexible around their academic schedules and grant periods of inactivity to meet their needs.

### BACKGROUND

In December 2012, the Board of Trustees awarded a contract for the purchase of Bookstore Operation Services. The contract began upon award with the initial term ending August 31, 2018 and had five, one-year options for renewal upon mutual consent of the Follett Higher Education Group and Alamo Colleges District. That contract is scheduled to expire August 31, 2023.

In December 2020, a notice soliciting competitive sealed proposals (CSP) was advertised in the San Antonio Express News and La Prensa seven times over a 49-day period. Additionally, the Purchasing and Contract Administration sent notices to twenty-seven potential offerors. The three proposals received by the CSP deadline were evaluated by representatives from the Office of the Vice Chancellor for Academic Success, Purchasing and Contract Administration, and each of the Colleges considering the Alamo Colleges District specifications and requirements. As a result of this effort, the proposal submitted by the Barnes and Noble College Booksellers, LLC. is recommended for award on a best value basis. This contract will begin upon award and terminate August 31, 2022 and will automatically renew for, four one-year periods upon mutual consent of Barnes & Noble College Booksellers, LLC. and Alamo Colleges District.

### IMPLICATIONS

**Financial:** \$396,664 (\$176,664 for facilities rental, \$210,000 estimated sales commission to cover ACD's indirect costs, and \$10,000 for student gift cards) annually

**Strategic Plan:** Goal I – Student Success; Goal III Performance Excellence

**Employee Services:** None

**Attachments:** Price Tabulation; Evaluation Criteria



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Gary O'Bar, C.P.M.  
Director Purchasing & Contract Administration

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Dr. Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance &  
Administration

---

Dr. Mike Flores  
Chancellor



ALAMO  
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Price Tabulation

Purchase of Bookstore Operation Services and Instructional Materials

Item	Description	Barnes & Noble College Booksellers, LLC. Option 2 - Traditional Store Model	Follett Higher Education Group, Inc. Option 1 - Traditional Course Materials Delivery	Texas Book Company
1	Textbook and Instructional Material Prices from Industry Standard Price List	Not to exceed 20% Gross Margin	Not to exceed 25% Gross Margin	Not to exceed 25% Gross Margin  Not to exceed 25% on digital course materials
2	Student Gift Cards (Annually)	\$10,000	\$10,000	\$10,000
3	Sales Commission  (Estimated Annually)	3% of all gross sales on all course material  12% of all gross sales on general merchandise  \$ 210,000	12.5% of all commissionable sales  7% of all digital course materials  \$ 273,000	11.5% of all gross sales \$0 - \$4 million  13.5% of all gross sales over \$4 million  7% of sales on inclusive access and other digital material  \$259,000
4	Other Financial Considerations Signing Bonus (one time)	None	None	\$100,000 (average annual amount of \$20,000 per year for 5 years)
Annual Facilities Rent		\$176,664	\$176,664	\$176,664
<b>Average Annual ACD Receipts (5 year)</b>		<b>\$396,664</b>	<b>\$459,664</b>	<b>\$465,664</b>
<b>Item #1: Gross Margin (Costs to Students)</b>		Student Cost \$625,000 (Lowest)	Student Cost \$833,333 (33% higher)	Student Cost \$952,380 (52% higher)
Price Ranking (Receipts and low Student Costs)		1	2	3
Technical Ranking		1	2	3
Overall Ranking		1	2	3

- Notes:
- Item 3 was calculated using an estimated sales of \$2,800,000 and estimated sales of \$1,400,000 applied to each of the two proposed percentages.
  - Item 3 The proposal from Texas Book Company was not evaluated for sales over \$4,000,000 because an estimated sales of \$2,800,000 was used for as per Note No. 2 above.
  - The amount for the Estimated First Year Receipts includes an annual rent amount of \$176,664; student gift cards amount of \$10,000; and estimated commission from sales.
  - Texas Book Company proposed course packs, bundles, and customer published materials not to exceed 30% gross margin, and 25% discount on used textbooks, and not to exceed 25% on digital course materials sold by publishers at net-price.
  - All proposals included amounts for Other Financial Considerations including, capital improvement investments, technology investments, and advertising that are not recommended at this time.
  - The Price Ranking considers each Offeror's proposed Gross Margin (item 1), and the Estimated First Year Receipts (items 2-4).
  - The Proposals submitted by Barnes & Noble College Booksellers, LLC., and Follett Higher Education Group, Inc. included optional models for service delivery that are not recommended at this time.



Evaluation Criteria

Criteria	Points
Price	50
Quality of Vendor's Goods and Services	20
Extent to Which the Goods or Services Meet the District's Needs	30

**Discussion and Possible Action on Approval of Monthly Grants and Contracts Reports**

Presented to the Board acting as Committee of the Whole on May 11, 2021 and now presented to the Board for approval on May 18, 2021.

**MINUTE ORDER:**

**“The Alamo Colleges District Board of Trustees hereby approves this report on grants and contracts (public) and ratifies acceptance of the donations and grants made to the Alamo Colleges District.”**

**PURPOSE:**

To provide a monthly report on new grant awards, continuation awards, funding increases, and restricted contracts received during the month; and, obtain ratification of their acceptance by the Alamo Colleges District.

**Background**

1. Grants – The Alamo Colleges District received 3 new grant awards, 9 continuation grant awards, for the period ending March 31, 2021. The year-to-date (YTD) funding is \$84,722,685 and allows for 142.80 FTE positions.
2. Restricted Grant Contracts – The Alamo Colleges District had no new restricted grant contracts for the same period. YTD funding is \$83,077 and it allows for 145 students to be served.

**OBJECTIVE/FACT:** To supplement activities not funded by Institutional Funds.

**IMPLICATIONS:**

**Financial:** Yes  
**Strategic Plan:** Strategic Objective III Performance Excellence  
**Human Resources:** Yes

**ATTACHMENTS:** Monthly Grant Award Funding Activity Report; YTD Grant Funding Activity Report with Award Description; YTD Grant Award Summary Report; Monthly Restricted Contract Funding Activity Report; YTD Restricted Contract Summary Report.

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Pamela Ansboury, CPA, M.Ed.                      Date  
Associate Vice Chancellor for  
Finance and Fiscal Services

---

Diane E. Snyder, CPA, Ph.D.                      Date  
Vice Chancellor for Finance and  
Administration

---

Dr. Mike Flores    Date  
Chancellor



**ALAMO COLLEGES DISTRICT**  
**FY2021 MONTHLY (MTD) GRANT AWARD ACTIVITY REPORT**  
 March 1, 2021 - March 31, 2021

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219420	District Student Success	<b>Federal Emergency Management Agency (FEMA)/United Way, Program Title: Emergency Food and Shelter National Board Program Phase 38.</b>	The Alamo Colleges District's five Advocacy Centers address housing and food insecurities through wrap-around social work, case management and emergency aid to students struggling to make utility or rent payments. A helpline is connecting students to the Supplemental Nutrition Plan, the SA Food Bank and other community partners for housing assistance, food and grocery gift cards.	2/1/2021	\$0	\$0	\$50,000	50	0.00
2	219873	District Economic Workforce	<b>U.S. Department of Education/Texas Higher Education Coordinating Board, Program Title: "Carl D. Perkins/Career and Technical Education-Basic Grants to States".</b>	The Perkins Basic Grant program supports awarded applicants in educating students who enroll in CTE courses and programs in preparation for high-skill or high-demand occupations. <i>Additional funding in the amount of \$266,076.</i>	7/1/2020	\$0	\$0	\$266,076	0	0.00
<b>2</b>		<b>Total Dist. - MTD Single Year Grants</b>				<b>\$0</b>	<b>\$0</b>	<b>\$316,076</b>	<b>50</b>	<b>0.00</b>
1	211425	San Antonio College	<b>U.S. Department of Education, Program Title: "San Antonio College's (SAC) CARES".</b>	CARES Act-Institutional costs will be used to enable and operate effectively in a remote learning environment resulting from the COVID-19 pandemic. Funding will be used to address allowable costs associated with significant changes to the delivery of instruction. <i>Additional funding in the amount of \$14,126,237.</i>	5/7/2020	\$0	\$0	\$14,126,237	18,643	0.00
2	211426	San Antonio College	<b>U.S. Department of Education, Program Title: "San Antonio College's (SAC) CARES Emergency Fund-Hispanic/Minority-Serving Institutions".</b>	To address the financial needs of students due to the disruption of campus operations from coronavirus; funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses related to the disruption of campus operations due to Coronavirus. <i>Additional Funding in the amount of \$991,224.</i>	6/1/2020	\$0	\$0	\$991,224	19,000	2.00
3	251425	San Antonio College	<b>U.S. Department of Education, Program Title: "San Antonio College (SAC) CARES Emergency Student AID Project".</b>	To address the pressing financial need of students due to the disruption of campus operations from Coronavirus. Funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$3,824,127.</i>	4/25/2020	\$0	\$0	\$3,824,127	7,000	0.00
<b>2</b>		<b>Total SAC-MTD Single Year Grants</b>				<b>\$0</b>	<b>\$0</b>	<b>\$18,941,588</b>	<b>44,643</b>	<b>2.00</b>
1	252425	St. Philip's College	<b>U.S. Department of Education, Program Title: "CARES ACT Higher Education Emergency Relief Fund for students impacted by COVID-19".</b>	To address the pressing financial need of students due to the disruption of campus operations from the Coronavirus. Funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$1,713,753.</i>	4/25/2020	\$0	\$0	\$1,713,753	2,055	0.00
<b>1</b>		<b>Total SPC-MTD Single Year Grants</b>				<b>\$0</b>	<b>\$0</b>	<b>\$1,713,753</b>	<b>2,055</b>	<b>0.00</b>
1	213097	Palo Alto College	<b>U.S. Dept. of Health &amp; Human Services /Workforce Solutions, Program Title: "Workforce Solution Alamo COVID-19 Texas Rising Star".</b>	Funding will be used to promote business sustainability and assist with Child Care Regulation (CCR) and Center for Disease Control (CDC) Health and Safety standards.	11/24/2020	\$0	\$0	\$3,000	0	0.00
2	253425	Palo Alto College	<b>U.S. Dept. of Education, Program Title: "Palo Alto College CARES".</b>	To address the pressing financial need of students due to the disruption of campus operations from Coronavirus; funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$1,620,472.</i>	4/25/2020	\$0	\$0	\$1,620,472	5,196	0.00
<b>2</b>		<b>Total PAC-MTD Single Year Grants</b>				<b>\$0</b>	<b>\$0</b>	<b>\$1,623,472</b>	<b>5,196</b>	<b>0.00</b>
1	254425	Northwest Vista College	<b>U.S. Department of Education, Program Title: "Northwest Vista College CARES Emergency Student AID Project".</b>	Funding will be used to address the pressing financial need of students due to the disruption of campus operations from Coronavirus. Funds will be disbursed for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses related to the disruption of campus operations due to Coronavirus such as food, housing, course materials, technology, health care and child care expenses. <i>Additional funding in the amount of \$3,463,310.</i>	2/1/2021	\$0	\$0	\$3,463,310	7,861	0.00
<b>1</b>		<b>Total NVC-MTD Single Year Grants</b>				<b>\$0</b>	<b>\$0</b>	<b>\$3,463,310</b>	<b>7,861</b>	<b>0.00</b>

1	255425	Northeast Lakeview College	U.S. Department of Education, Program Title: "Northeast Lakeview College CARES Project (NLC CARES)".	Supplementary funding for HEERF funds for emergency aid grants to students. Additional funding in the amount of \$671,722.	5/5/2020	\$0	\$0	\$671,722	3448	0.00
	1		Total NLC-MTD Single Year Grants			\$0	\$0	\$671,722	3448	0.00
	8			Total MTD Single Year Grants		\$0	\$0	\$26,729,921	63,253	2.00
				Multi Year Grants						
1	219121	District	University of Texas at San Antonio, Program Title: "Bexar County Fostering Educational Success Project". Year 3 of 3.	The University of Texas at San Antonio, Texas A&M San Antonio, Alamo Colleges District, Bexar County Children's Court and Child Advocates have partnered for the creation of the Fostering Educational Success for students with a history of Foster Care. Additional funding in the amount of \$134,290.	9/1/2019	\$0	\$0	\$134,290	752	4.00
2	219327	District	Texas Workforce Commission, Program Title: "Accelerate Texas IV: Integrated Education and Training. Year 2 of 2.	Project funding will support Workforce Training, AEL services, coordination, staffing, curriculum development, student support and other service delivery. Additional funding in the amount of \$214.	3/24/2021	\$0	\$0	\$214	0	0.00
3	219345	District Economic Workforce Development	Texas Workforce Commission/ESC 20, Program Title: "Adult Education and Literacy (AEL)". Year 1 of 7	This consortium grant will be used to build systems of success for Adult Education and Literacy (AEL) and English Literacy Civics at all levels. The AEL Consortium will lead the Adult Learner Success Network in planning and designing education services, support services and workforce pathways across the 12 county service area of Alamo Workforce Development.	7/1/2020	\$0	\$0	\$519,904	521	0.00
	3		Total Dist.-MTD Multi Year Grants			\$0	\$0	\$654,408	1,273	4.00
1	214053	Northwest Vista College	National Science Foundation/Pasadena City College, Program Title: "The Micro Nano Technology Education Center". Year 1 of 5.	In collaboration with Pasadena City College, they will create a national-scale ATE center referred to as the Micro Nano Technology Educate Center. This center will connect to existing micro Nano NSF ATE support centers, will focus on the preparation of a nationwide workforce for the manufacture of micro and Nano technologies.	6/23/2020	\$0	\$0	\$106,767	30	1.00
	1		Total NVC-MTD Multi Year Grants			\$0	\$0	\$106,767	30	1.00
	4			Total MTD Multi-Year Grants		\$0	\$0	\$761,175	1,303	5.00
	12			GRAND TOTAL-MTD SINGLE AND MULTI-YEAR GRANTS		\$0	\$0	\$27,491,096	63,253	7.00

# ALAMO COLLEGES DISTRICT

## FY 2021 YTD Grant Award Summary Report

Includes All Single Year Grants and the Current Year of Multi-Year Grants

September 1, 2020 -March 31, 2021

No.	College	No. of Grants	Match Amounts	Indirect Cost Received	YTD Funding Amount	No. of Students Served	No. of FTEs
1	District Grants	13	\$ -	\$ 6,318	\$ 39,214,965	21,157	47.00
2	San Antonio College	19	\$ 341,068	\$ 237,028	\$ 22,659,319	62,312	28.00
3	St. Philip's College	9	\$ -	\$ 301,503	\$ 11,208,853	2,661	17.00
4	Palo Alto College	18	\$ 2,114,792	\$ 169,742	\$ 6,235,156	9,741	42.00
5	Northwest Vista College	5	\$ -	\$ -	\$ 4,698,869	11,491	8.80
6	Northeast Lakeview College	3	\$ -	\$ -	\$ 705,523	3,963	0.00
<b>GRAND TOTAL</b>		<b>67</b>	<b>\$ 2,455,860</b>	<b>\$ 714,591</b>	<b>\$ 84,722,685</b>	<b>111,325</b>	<b>142.80</b>

**ALAMO COLLEGES DISTRICT**  
**FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description**  
September 1, 2020 -March 31, 2021

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219131	District-Economic Workforce	AmeriCorps / Public Allies National Office, <u>Program Title: "Public Allies"</u> .	The purpose of this grant is to develop our ability to meet the needs of the community by increasing our opportunity to work with community based organization. The partnership with the organizations will help develop a cohort of young social service leaders who can facilitate transformational change learning to the improvement of their communities.	9/1/2020	\$0	\$6,318	\$317,500	25	2.00
2	219132	District Economic and Workforce Development	U.S. Department of Education /Texas Higher Education Coordinating Board (THECB), <u>Program Title: "Texas Reskilling Support Fund Grant Program"</u> .	Project will support displaced Texas workers impacted by the COVID-19 pandemic who need to res-skill or upskill to get back into the workforce and will support Texas students who have previously stopped out of higher education institutions without completing a postsecondary credential.	12/18/2020	\$0	\$0	\$300,000	200	0.00
3	219133	District	Department of State thru University of Nebraska, <u>Program Title: "Sons Charitable Trust, Coimbatore, India and Hindustan University, Chennai India"</u> .	Provide workforce training skills in alternative energies to India villages through partnerships with three India Colleges including the Hindustan Institute of Technology and Science (Chennai, India), Sri Ramakrishna Engineering College (Coimbatore India) and the Sri Ramakrishna College of Arts and Sciences (Coimbatore, India). This project will promote economic development and increased employment among the under-served residents of India villages.	3/1/2020	\$0	\$0	\$37,952	0	0.00
4	219161	District Workforce Development	City of San Antonio, <u>Program Title: "Train for Jobs SA"</u> .	Consists of providing workforce upskills opportunities through education, training and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities as businesses affected by COVID-19 begin to rehire.	8/10/2020	\$0	\$0	\$32,753,000	5,050	18.00
5	219420	District Student Success	Federal Emergency Management Agency (FEMA)/United Way, <u>Program Title: Emergency Food and Shelter National Board Program Phase 38.</u>	The Alamo Colleges District's five Advocacy Centers address housing and food insecurities through wrap-around social work, case management and emergency aid to students struggling to make utility or rent payments. A helpline is connecting students to the Supplemental Nutrition Plan, the SA Food Bank and other community partners for housing assistance, food and grocery gift cards.	2/1/2021	\$0	\$0	\$50,000	50	0.00
6	219424	District	Emergency Food and Shelter National Board Program, <u>Program Title: "Emergency Food and Shelter Program-Phase 37 Housing"</u> .	The Alamo Colleges districts' five Advocacy Centers address housing and food insecurities through wrap-around social work, case management and emergency aid to students struggling to make utility or rent payments in order to avoid eviction or termination of utilities. A helpline is connecting students to the Supplemental Nutrition Plan, the SA Food Bank and other community partners for housing assistance, food and grocery gift cards.	7/31/2020	\$0	\$0	\$29,545	50	0.00
7	219425	District	Emergency Food and Shelter National Board Program, <u>Program Title: "Emergency Food and Shelter Program-Phase CARES Housing"</u> .	The Alamo Colleges districts' five Advocacy Centers address housing and food insecurities through wrap-around social work, case management and emergency aid to students struggling to make utility or rent payments in order to avoid eviction or termination of utilities. A helpline is connecting students to the Supplemental Nutrition Plan, the SA Food Bank and other community partners for housing assistance, food and grocery gift cards.	7/31/2020	\$0	\$0	\$49,900	115	0.00

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8	219873	District Economic Workforce	U.S. Department of Education/Texas Higher Education Coordinating Board, <u>Program Title:</u> "Carl D. Perkins/Career and Technical Education-Basic Grants to States".	The Perkins Basic Grant program supports awarded applicants in educating students who enroll in CTE courses and programs in preparation for high-skill or high-demand occupations. <i>Additional funding in the amount of \$266,076.</i>	7/1/2020	\$0	\$0	\$1,867,735	14,500	5.00
	<b>8</b>		<b>Total Dist.- YTD Single Year Grants</b>			<b>\$0</b>	<b>\$6,318</b>	<b>\$35,405,632</b>	<b>19,990</b>	<b>25.00</b>
1	211159	San Antonio College	Texas Higher Education Coordinating Board, <u>Program Title:</u> "Nursing & Allied Health-Supporting Clinical Learning to Mitigate Impediments due to COVID-19".	To support eligible initial RN licensure programs in their efforts to mitigate the impact on Texas students' clinical learning experiences from the Coronavirus Disease 2019 (COVID-19), in anticipation that the impact could be potentially long-lasting.	10/16/2020	\$0	\$0	\$73,926	350	1.00
2	211425	San Antonio College	U.S. Department of Education, <u>Program Title:</u> "San Antonio College's (SAC) CARES".	CARES Act-Institutional costs will be used to enable and operate effectively in a remote learning environment resulting from the COVID-19 pandemic. Funding will be used to address allowable costs associated with significant changes to the delivery of instruction. <i>Additional funding in the amount of \$14,126,237.</i>	5/7/2020	\$0	\$0	\$14,126,237	18,643	0.00
3	211426	San Antonio College	U.S. Department of Education, <u>Program Title:</u> "San Antonio College's (SAC) CARES Emergency Fund-Hispanic/Minority-Serving Institutions".	To address the financial needs of students due to the disruption of campus operations from coronavirus; funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses related to the disruption of campus operations due to coronavirus. <i>Additional Funding in the amount of \$991,224.</i>	12/9/2020	\$0	\$0	\$995,960	50	1.00
4	251425	San Antonio College	U.S. Department of Education, <u>Program Title:</u> "San Antonio College (SAC) CARES Emergency Student AID Project".	To address the pressing financial need of students due to the disruption of campus operations from Coronavirus. Funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$3,824,127.</i>	4/25/2020	\$0	\$0	\$3,824,127	7,000	0.00
5	251426	San Antonio College	Texas Higher Education Coordinating Board, <u>Program Title:</u> "U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund".	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	\$0	\$0	\$271,953	150	0.00
	<b>5</b>		<b>Total SAC-YTD Single-Year Grants</b>			<b>\$0</b>	<b>\$0</b>	<b>\$19,292,203</b>	<b>26,193</b>	<b>2.00</b>
1	212631	St. Philip's College	Texas Workforce Commission, <u>Program Title:</u> "Apprenticeship Training Program".	The Purpose of the Apprenticeship Training Program grant award is to pay a portion of the cost of job-related in person classroom instruction in registered apprenticeship. Registered apprenticeship combines on the job training under supervision of experienced journey workers with in-person classroom instruction. <i>Additional funding in the amount of \$38,605.</i>	9/1/2020	\$0	\$0	\$104,480	171	0.00

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2	252425	St. Philip's College	<u>U.S. Department of Education, Program Title: "CARES ACT Higher Education Emergency Relief Fund for students impacted by COVID-19".</u>	To address the pressing financial need of students due to the disruption of campus operations from the Coronavirus. Funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$1,713,753.</i>	4/25/2020	\$0	\$0	\$1,713,753	2,055	0.00
3	252426	St. Philip's College	<u>Texas Higher Education Coordinating Board, Program Title: "U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund".</u>	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	\$0	\$0	\$107,633	55	0.00
<b>3</b>						<b>\$0</b>	<b>\$0</b>	<b>\$1,925,866</b>	<b>2,281</b>	<b>0.00</b>
1	213089	Palo Alto College	<u>Texas College &amp; Career Readiness School Models, Program Title: "College and Career Readiness School Model Sub-Grant".</u>	The purpose of the CCRSM sub-grant is to provide best practices through the CCRSM website, conference sessions and open house opportunities; create resources including but not limited to video vignettes, resource documents and data sharing forms on a regular basis; host webinars or trainings and serve as a resource reviewer on a scheduled basis.	3/31/2020	\$0	\$0	\$10,000	0	0.00
2	213092	Palo Alto College	<u>U.S. Department of Agriculture-National Resources Conservation Service, Program Title: "G.R.E.E.N. (Growing Roots for Education, Environment and Nutrition)".</u>	The project will demonstrate the need of educational and outreach purposes for community supported agriculture through the installation of rainwater system by providing hands on learning experiences through soil health programs, providing educational services, developing strong marketing alliance and to establish a producer mentoring network.	9/1/2020	\$0	\$0	\$2,936	10	0.00
3	213096	Palo Alto College	<u>U.S. Department of Agriculture, Program Title: "Child and Adult Care Food Program".</u>	Ray Ellison Family Center will provide nutritious meals to children under the Child and Adult Care Food program. A Cook is on site daily to prepare and provide nutritious meals under these regulations.	10/1/2020	\$0	\$0	\$27,419	50	1.00
4	213097	Palo Alto College	<u>U.S. Dept. of Health &amp; Human Services /Workforce Solutions, Program Title: "Workforce Solution Alamo COVID-19 Texas Rising Star".</u>	Funding will be used to promote business sustainability and assist with Child Care Regulation (CCR) and Center for Disease Control (CDC) Health and Safety standards.	11/24/2020	\$0	\$0	\$3,000	0	0.00
5	213426	Palo Alto College	<u>U.S. Department of Education, Program Title: "Palo Alto College-CARES HSI".</u>	Funds to cover costs for changes that have a clear nexus to significant changes to the delivery of instruction due to COVID-19. <i>Additional funding in the amount of \$2,017.</i>	12/9/2020	\$0	\$0	\$2,017	4	0.00

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6	253425	Palo Alto College	U.S. Dept. of Education, <u>Program Title:</u> "Palo Alto College CARES".	To address the pressing financial need of students due to the disruption of campus operations from Coronavirus; funds will be used for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses such as food, housing, course materials, technology, health care related to the disruption of campus operations. <i>Additional funding in the amount of \$1,620,472.</i>	4/25/2020	\$0	\$0	\$1,620,472	5,196	0.00
7	253426	Palo Alto College	Texas Higher Education Coordinating Board, <u>Program Title:</u> "U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund".	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19).	9/1/2020	\$0	\$0	\$132,228	80	0.00
	<b>6</b>		<b>Total PAC-YTD Single Year Grants</b>			<b>\$0</b>	<b>\$0</b>	<b>\$1,798,072</b>	<b>5,340</b>	<b>1.00</b>
1	254425	Northwest Vista College	U.S. Department of Education, <u>Program Title:</u> "Northwest Vista College CARES Emergency Student AID Project".	Funding will be used to address the pressing financial need of students due to the disruption of campus operations from Coronavirus. Funds will be disbursed for the sole and exclusive purpose of providing emergency financial aid grants to students for their expenses related to the disruption of campus operations due to Coronavirus such as food, housing, course materials, technology, health care and child care expenses. <i>Additional funding in the amount of \$3,463,310.</i>	2/1/2021	\$0	\$0	\$3,463,310	7,861	0.00
2	254426	Northwest Vista College	Texas Higher Education Coordinating Board, <u>Program Title:</u> " U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund".	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	\$0	\$0	\$186,598	100	0.00
	<b>2</b>		<b>Total NVC-MTD Single Year Grants</b>			<b>\$0</b>	<b>\$0</b>	<b>\$3,649,908</b>	<b>7,961</b>	<b>0.00</b>
1	215014	Northeast Lakeview College	U.S. Department of Agriculture, <u>Program Title:</u> "Northeast Lakeview College NEST Community Garden Project".	Funds will be used to create the NLC NEST Community Vegetable Garden which will provide produce to the NLC Nighthawk's NEST Food pantry.	8/26/2020	\$0	\$0	\$10,500	500	0.00
2	255425	Northeast Lakeview College	U.S. Department of Education, <u>Program Title:</u> "Northeast Lakeview College CARES Project (NLC CARES)".	Supplementary funding for HEERF funds for emergency aid grants to students. <i>Additional funding in the amount of \$671,722.</i>	5/5/2020	\$0	\$0	\$671,722	3,448	0.00

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3	255426	Northeast Lakeview College	Texas Higher Education Coordinating Board, <u>Program Title:</u> "U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund".	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	\$0	\$0	\$23,301	15	0.00
	3		<b>Total NLC-YTD Single Year Grants</b>			\$0	\$0	\$705,523	3,963	0.00
	27		<b>Total YTD Single Year Grants</b>			\$0	\$6,318	\$62,777,204	65,728	28.00
			<b>Multi-Year Grants</b>							
1	219089	District	Texas Higher Education Coordinating Board, <u>Program Title:</u> "Pathways Project (TxRAN)". Year 8 of 8.	Continue leading one of the regional pathways partnerships in support of THECB's statewide pathways project. Team also develops educational and other support interventions to ease student transition from high school through college completion, thereby supporting 60x30 TX goals of increasing post secondary completions by 2030.	8/31/2020	\$0	\$0	\$6,300	0	0.00
2	219121	District	University of Texas at San Antonio, <u>Program Title:</u> "Bexar County Fostering Educational Success Project". Year 3 of 3.	The University of Texas at San Antonio, Texas A&M San Antonio, Alamo Colleges District, Bexar County Children's Court and Child Advocates have partnered for the creation of the Fostering Educational Success for students with a history of Foster Care. <i>Additional funding in the amount of \$134,290.</i>	9/1/2019	\$0	\$0	\$282,915	336	4.00
3	219327	District	Texas Workforce Commission, <u>Program Title:</u> "Accelerate Texas IV: Integrated Education and Training. Year 2 of 2.	Project funding will support Workforce Training, AEL services, coordination, staffing, curriculum development, student support and other service delivery. <i>Additional funding in the amount of \$214.</i>	3/24/2021	\$0	\$0	\$214	0	0.00
4	219345	District Economic Workforce Development	Texas Workforce Commission/ESC 20, <u>Program Title:</u> "Adult Education and Literacy (AEL)". Year 1 of 7	This consortium grant will be used to build systems of success for Adult Education and Literacy (AEL) and English Literacy Civics at all levels. The AEL Consortium will lead the Adult Learner Success Network in planning and designing education services, support services and workforce pathways across the 12 county service area of Alamo Workforce Development.	7/1/2020	\$0	\$0	\$519,904	521	0.00
5	219742	District-Economic Workforce	U.S. Department of Health & Human Services Administration for Children and Families, <u>Program Title:</u> "Healthcare Professions Opportunity Grant". Year 6 of 6.	The purpose of this grant is to provide direct training and education as well as prepare individuals for employment in the healthcare field. Will offer an exciting career ladder program that provides educational training for Temporary Assistance for Needy Family (TANF) recipients and low income eligible individuals in high demand healthcare fields.	9/30/2020	\$0	\$0	\$3,000,000	310	18.00
	5		<b>Total Dist.-YTD Multi-Year Grants</b>			\$0	\$0	\$3,809,333	1,167	22.00
1	211128	San Antonio College	U.S. Department of Health and Human Services / Healthy Futures of Texas, <u>Program Title:</u> "Competitive Personal Responsibility Education Program (C-PREP)". Year 6 of 6.	The program aims to prevent unplanned pregnancy and reduce sexually transmitted diseases to college-aged youth between the age of 14-19 yrs. through two health education programs, Seventeen Days, and SHARP (Sexual Health Adolescent Risk Prevention). Target population includes dual-high school students enrolled at San Antonio College.	7/17/2020	\$0	\$0	\$89,270	300	1.00

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2	211137	San Antonio College	<u>U.S. Department of Education, Program Title: "Highlands Upward Bound Math and Science Project"</u> . Year 4 of 5.	Project provides student service programs for individuals from disadvantaged backgrounds, first generations, low-income individuals, etc. UBMS provides up to four years of additional academic support through summer instruction in math, language arts, composition, foreign language and lab science that aligns with state exams and state readiness standard.	9/6/2017	\$0	\$19,073	\$297,584	60	3.00
3	211138	San Antonio College	<u>U. S. Department of Education, Program Title: "Child Access Means Parents in School (CCAMPIS)"</u> . Year 4 of 5.	Goal is to increase low-income student success by providing access to high quality child care. Project will provide academic support counseling for CCAMPIS parents at-risk for failure.	10/1/2017	\$341,068	\$22,821	\$308,091	60	0.00
4	211141	San Antonio College	<u>Department of Health &amp; Human Services / University of Texas at Austin, Program Title: "Addiction Technology Transfer Center HHS Region 6"</u> . Year 4 of 4.	The goal of the grant is to provide individuals in the field of addiction counseling and related areas, information regarding best practices when dealing with patients/clients. This will be accomplished through classroom and internet a academic course offerings as well as training workshops offered throughout the year.	9/30/2017	\$0	\$0	\$15,000	159	1.00
5	211143	San Antonio College	<u>Texas Higher Education Coordinating Board, Program Title: "Nursing Shortage Reduction Program/Nursing Under 70 Program"</u> . Year 2 of 2.	The purpose of the grant is to provide up-front funding for the e institution's nursing department in order to hire additional faculty and to take additional measures necessary to improve the number of initial license graduates.	3/27/2019	\$0	\$0	\$318,352	0	0.0
6	211146	San Antonio College	<u>National Science Foundation, Program Title: "Cyber Service Scholarship (CSS) Program"</u> . Year 2 of 5.	The principal goal of this project is to encourage and enable academically talented SAC CIS majors who are veterans of the Armed Forces to complete the AAS in Information Assurance and Cyber Security and enter into a federal, state, local government position related to Cyber Security.	9/14/2018	\$0	\$0	\$241,621	5	2.00
7	211153	San Antonio College	<u>U.S. Department of Education, Program Title: "Project R.I.S.E. (Ready, Inspired, Successful, Engaged) SSS Program"</u> . Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first-generation and/or disabled STEM and Health Sciences majors each year through Project R.I.S.E. The program will increase students' chances of success by providing year round tutoring and prescribed tutoring plans, academic and college readiness instruction.	8/11/2020	\$0	\$0	\$261,879	120	5.00
8	211154	San Antonio College	<u>U.S. Department of Education, Program Title: "Veterans Achieving Learning through Opportunity and Resilience (VALOR) SSS Program"</u> . Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first generation and/or disabled veterans each year through Project VALOR. The program will increase students' chances of success by providing year-round tutoring, academic and college readiness instruction, and postsecondary course selection.	8/11/2020	\$0	\$0	\$261,786	120	5.00
9	211158	San Antonio College	<u>National Security Agency, Program Title: "National Centers of Academic Excellence in Cybersecurity (NCAE-C)"</u> . Year 1 of 2.	Goal is to increase the number of transitioning military veterans, existing first responders, and criminal justice and finance earners who are prepared to defend our nations security and prosperity via cybersecurity-related positions in San Antonio, Texas and beyond.	9/3/2020	\$0	\$25,958	\$218,455	20	1.00
10	211161	San Antonio College	<u>National Security Agency/Dakota State University, Program Title: "Centers of Academic Excellence in Cybersecurity Program"</u> . Year 1 of 2.	SAC is pleased to partner with Dakota State University and seven of its university and community college partners to improve postsecondary cybersecurity education across the U.S.	9/30/2020	\$0	\$28,728	\$205,024	25	1.00

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11	211162	San Antonio College	National Endowment for the Humanities, <u>Program Title:</u> "San Anto History GO!". Year 1 of 3.	This project aims to improve outcomes including completion, retention and learning outcome and engagement in both college and middle school history classes by providing students the opportunity to connect with the history of their neighborhoods and communities. Web-based "Story Maps" and mobile application map tours that can be shared with the general public will increase student engagement in the course.	1/30/2020	\$0	\$22,553	\$42,987	150	1.00
12	211163	San Antonio College	National Security Agency/California State University, <u>Program Title:</u> "CAE-C in Cybersecurity Education Innovation". Year 1 of 2.	SAC will prepare at least 25 existing cybersecurity faculty to obtain Department of Defense IT industry certifications with a focus on Security to prepare them for leading their institution's CAE accreditation process. SAC will identify at least 10 veterans or active duty military members who are employed in cybersecurity roles and who have an interest in teaching cybersecurity.	9/21/2020	\$0	\$42,895	\$132,068	100	1.00
13	211532	San Antonio College	U.S. Department of Education, <u>Program Title:</u> "Tenaces: Staying the Course-A Project to Increase STEM Field Success for Hispanic and Low-income Students". Year 5 of 5.	Purpose of this program is to develop and carry out activities to improve and expand the institutions capacity to serve Hispanic and other low-income students in San Antonio who attain degrees in STEM fields.	10/1/2020	\$0	\$75,000	\$775,000	15,000	5.00
14	211534	San Antonio College	City of San Antonio, <u>Program Title:</u> "Educational Access Channel". Year 9 of 11.	Funding from this award will be used to replace or purchase multimedia equipment and materials for the COSA TV Education station.	9/1/2020	\$0	\$0	\$200,000	20,000	0.00
	14		<b>Total SAC-YTD Multi-Year Grants</b>			<b>\$341,068</b>	<b>\$237,028</b>	<b>\$3,367,116</b>	<b>36,119</b>	<b>26.00</b>
1	212079	St. Philip's College	U.S. Department of Health and Human Services / Healthy Futures of Texas, <u>Program Title:</u> "Competitive Personal Responsibility Education Program (C-PREP)". Year 6 of 6.	Goal is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teens in Bexar County Texas; minority teens ages 18-19 attending three of the Alamo Colleges, St. Philip's College, San Antonio College and Palo Alto College.	7/17/2020	\$0	\$0	\$88,895	300	1.00
2	212086	St. Philip's College	U.S. Department of Education, <u>Program Title:</u> "St. Philip's College Child Care Access Means Parents in School Program". Year 4 of 5.	The goal of the project is to provide support for the participation of low-income student-parents in post secondary education through the provision of campus based child care services offered at the on-site nationally accredited SPC Development Center.	10/1/2020	\$0	\$0	\$120,250	40	1.00
3	212088	St. Philip's College	National Aeronautics and Space Administration (NASA) / University of Texas at San Antonio. <u>Program Title:</u> "NASA Center for Advanced Measurements in Extreme Environments (CAMEE)". Year 2 of 2.	The NASA MIRO significantly increase the number of under represented minority STEM students who transfer to four-year institutions to complete a Bachelor's degree in STEM fields. Objectives include providing professional development, peer mentorship, faculty mentorship, tutoring and enriched STEM labs.	10/1/2020	\$0	\$0	\$46,861	10	0.00
4	212604	St. Philip's College	U.S. Department of Education, <u>Program Title:</u> "Historically Black Colleges and Universities Program". Year 4 of 5.	The funds allocated under this grant are being used to support Project Administration and Research Development, Center of Excellence for Math and Science, Campus Renovation, Information & Communication Technology, Student Services, Good Samaritan Veteran Outreach and Transition Center.	8/20/2020	\$0	\$0	\$7,363,989	0	14.00

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5	212628	St. Philip's College	U.S. Department of Education, <u>Program Title: "FUTURE Act"</u> . Year 1 of 5.	Funds for this grant will be used to implement and operate three activities that will support and strengthen the overall institution deliver of services to students. Project Administration and Research Development, Campus Renovation & Technology Improvements and Student Services	8/21/2020	\$0	\$0	\$1,162,992	0	0.00
6	212634	St. Philip's College	National Science Foundation, <u>Program Title: "CIMA Louis Stokes Alliances for Minority Participation (LSAMP)"</u> . Year 1 of 3.	Program will assist universities and colleges in diversifying the STEM workforce through their efforts at increasing the number of students successfully completing high quality degree programs in science, technology, engineering and mathematics (STEM) Disciplines.	8/21/2020	\$0	\$301,503	\$500,000	30	1.00
	<b>6</b>		<b>Total SPC-YTD Multi-Year Grants</b>			<b>\$0</b>	<b>\$301,503</b>	<b>\$9,282,987</b>	<b>380</b>	<b>17.00</b>
1	213069	Palo Alto College	U.S. Department of Health and Human Services / Healthy Futures of Texas, <u>Program Title: "Competitive Personal Responsibility Education Program (C-PRER)"</u> . Year 6 of 6.	Goal of Health Futures of Texas project is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teen in Bexar County Texas ages 18-19 attending the Alamo Colleges.	6/10/2020	\$0	\$0	\$89,270	300	1.00
2	213076	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College Upward Bound Project"</u> . Year 4 of 5.	Upward Bound will provide participants from Poteet, Pleasanton, Lytle and Jourdanton High Schools with academic instruction; tutoring and advising on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment. Participants will be provided support for their diverse academic and non-cognitive needs to ensure that they persist.	9/30/2020	\$0	\$0	\$287,429	77	2.00
3	213078	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College Child Care Means Access in School Project"</u> . Year 4 of 4.	The project will subsidize the majority of the cost of on-and off campus child care to ensure that PAC students realize their full potential by enrolling, persisting, and completing a college degree. The project will also subsidize off-campus infant care for a minimum of 2 student parents each year.	7/16/2020	\$0	\$10,746.88	\$134,337	20	1.00
4	213079	Palo Alto College	National Science Foundation, <u>Program Title: "Palo Alto College S-STEM Project"</u> . Year 4 of 5.	The goal of this project is to increase the number of academically talented, financially needy Biology and Biosciences majors who transfer and graduate with a bachelors degree in STEM field on time. The project will help low-income, academically talented Biology students through involvement in Projects of Discovery (PODs).	7/28/2019	\$0	\$0	\$118,842	25	7.00
5	213080	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College Upward Bound Math and Science Project"</u> . Year 4 of 5.	Project will provide participants from East Central High School with academic instruction, tutoring and advising, information on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment.	9/1/2020	\$0	\$0	\$297,601	60	2.00
6	213081	Palo Alto College	National Science Foundation, <u>Program Title: "Advanced Technological Education"</u> . Year 3 of 3.	Program is geared to establish a new dual credit program in Logistics and Supply Chain by creating new emerging technology course models. Recruitment of students, developing a new training module for secondary school educators and a new transfer agreement with a local 4 year university.	3/30/2018	\$0	\$0	\$60,332	1200	2.00

**ALAMO COLLEGES DISTRICT**  
**FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description**  
 September 1, 2020 -March 31, 2021

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
7	213090	Palo Alto College	City of San Antonio, <u>Program Title: "Dental Hygiene Services"</u> . Year 1 of 9.	Grant project will support the Palo Alto College Associate of Applied Sciences (AAS) Dental Hygiene degree program when new building opens and to provide a full range of cleaning and preventive Oral Health services to children and adult patients.	1/30/2018	\$0	\$0	\$500,000	750	0.00
8	213091	Palo Alto College	U.S. Department of Labor, <u>Program Title: "Youth Apprenticeship Readiness Grant"</u> . Year 1 of 5.	The Education Success Pilot programs will be the target population to receive pre-apprenticeship training to expose them to local, state and national apprenticeship programs.	7/1/2020	\$2,099,792	\$79,215	\$699,159	825	7.00
9	213093	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College SSS Project"</u> . Year 1 of 5.	The project will provide participants with academic support, tutoring and advising; information on financial aid assistance; financial literacy, career exploration; university visits and transfer workshops.	9/1/2020	\$0	\$17,780	\$261,888	140	2.00
10	213095	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College DHSI: Project Listo"</u> . Year 1 of 5.	Project Listo or "ready" in English is designed to establish college-wide best practices and support one activity by increasing Student Support; Growing Partnerships and employer relations to increase student internship and service-learning opportunities; Enrich learning by increasing professional development for faculty to support curriculum design that incorporates career readiness and cultural competency for student success.	9/3/2020	\$0	\$0.00	\$599,007	150	6.00
11	213516	Palo Alto College	U.S. Department of Education, <u>Program Title: "Palo Alto College Title V: Project Impacto"</u> . Year 5 of 5.	Project will establish college-wide best practices and support systems that enable high-need students to successfully enter, persist, and complete an associates degree program by Strengthening high impact practices for continuing students to improve persistence and completion; establish a student advocacy center and increase professional development opportunities for faculty and staff that will improve student engagement, teaching and learning.	3/1/2016	\$0	\$0	\$525,000	500	6.00
12	213518	Palo Alto College	U.S. Department of Education, <u>Program Title: "SEEDS of Excellence in STEM at Palo Alto College: Support, Engagement Experiential and Development Systems"</u> . Year 5 of 5.	The SEEDS of excellence project is designed to establish college-wide best practices and support systems related to STEM that aim to increase the number of Hispanic and low-income students pursuing and graduating with STEM degrees by developing comprehensive and collaborative academic and student service programs and strengthening the STEM pipeline. <i>Additional funding in the amount of \$89,219.</i>	9/27/2016	\$15,000	\$62,000	\$864,219	354	5.00
	12		<b>Total PAC-YTD Multi-Year Grants</b>			<b>\$2,114,792</b>	<b>\$169,742</b>	<b>\$4,437,084</b>	<b>4,401</b>	<b>41.00</b>
1	214050	Northwest Vista College	U.S. Department of Education, <u>Project Title: "Community Math Project: Building Math Proficiency to Strengthen Teacher Education through Collaborative Interventions"</u> . Year 3 of 5.	Project aims to narrow the achievement gap among underserved students and provide better educational access for underrepresented groups, through the implementation activities and services designed in the Developing Hispanic Serving Institutions Programs.	9/28/2020	\$0	\$0	\$718,091	3,375	4.8

**ALAMO COLLEGES DISTRICT**  
**FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description**  
September 1, 2020 -March 31, 2021

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
2	214051	Northwest Vista College	U.S. Department of Education / University of Texas at San Antonio, <u>Project Title:</u> "Latino Teacher Academy Learning Community (Latino TALC)". Year 3 of 5.	The project will provide a support system that facilitates a smooth transition for teacher candidates from the community college to four year institutions. This is a holistic development approach that will provide teacher candidates support as they navigate from a learning community to a professional learning network.	9/28/2020	\$0	\$0	\$224,103	125	3.0
3	214053	Northwest Vista College	National Science Foundation/Pasadena City College. <u>Program Title:</u> "The Micro Nano Technology Education Center". Year 1 of 5.	In collaboration with Pasadena City College, they will create a national-scale ATE center referred to as the Micro Nano Technology Educate Center. This center will connect to existing micro Nano NSF ATE support centers, will focus on the preparation of a nationwide workforce for the manufacture of micro and Nano technologies.	6/23/2020	\$0	\$0	\$106,767	30	1.00
	3		<b>Total NVC-YTD Multi-Year Grants</b>			\$0	\$0	\$1,048,961	3,530	8.80
	40		<b>Total YTD Multi-Year Grants</b>			\$2,455,860	\$708,273	\$21,945,481	45,597	114.80
	67		<b>GRAND TOTAL-YTD SINGLE AND MULTI-YEAR GRANTS</b>			\$2,455,860	\$714,591	\$84,722,685	111,325	142.80

**ALAMO COLLEGES DISTRICT**  
**FY 2021 Monthly (MTD) Restricted Contract Activity Report**  
 March 01, 2021 -March 31, 2021

Item No.	Grant Code	College	Funding Source / Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
				<i>No Grants to Report</i>						
	0			<b>GRAND TOTAL-MTD RESTRICTED CONTRACTS</b>		\$0	\$0	\$0	0	0.00

**ALAMO COLLEGES DISTRICT**  
**FY 2021 YTD Restricted Contract (Non-Grant) Summary Report**  
September 1, 2020 - March 31, 2021

No.	Contract Recipient	No. of Contracts Executed for the Year	YTD Total Amount of Contracts	No. Students to be Served
1	District Restricted Contracts			
2	San Antonio College	1	19,487	35
3	St. Philip's College	1	20,000	20
4	Palo Alto College	1	20,000	30
5	Northwest Vista College	1	20,000	60
6	Northeast Lakeview College	1	3,590	0
	<b>Total</b>	<b>5</b>	<b>\$83,077</b>	<b>145</b>

**Year-to-Date Number of Contracts in Selected Dollar Ranges:**

No.	Contract Recipient	\$.01-\$9,999.99	\$10,000- \$99,999	\$100,000 and Higher	Total
1	District Restricted Contracts	0	0	0	0
2	San Antonio College	0	1	0	1
3	St. Philip's College	0	1	0	1
4	Palo Alto College	0	1	0	1
5	Northwest Vista College	0	1	0	1
6	Northeast Lakeview College	1	0	0	1
	<b>Total</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>5</b>

## Discussion and Possible Action on Monthly Contracts Report

Presented to the Board Acting as Committee of the Whole on May 11, 2021, and now presented to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on May 18, 2021

### MINUTE ORDER

**“The Alamo Colleges District Board of Trustees hereby approves this report on non-grant contracts (public) made to the Alamo Colleges District for the period of September 1, 2020, through August 31, 2021.”**

### PURPOSE

To provide a monthly report on non-grant contracts received by the Alamo Colleges District.

### BACKGROUND

Contracts – Non-grant contracts are contracts in which Alamo Colleges District receives funds to provide special or negotiated services or training to private corporations. For the period ending April 30, 2021, there are a total of 13 contracts that total \$539, 868 in external funding. This will allow services to be provided to 1769 individuals.

### OBJECTIVE/FACT

To supplement activities not funded by Institutional Funds.

### IMPLICATIONS

**Financial:** Yes  
**Strategic Plan:** Goal III. Performance Excellence  
**Human Resources:** Yes

**ATTACHMENTS:** YTD Contract (Non-Grant) Summary Report.

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Linda Rivas, Interim Associate Vice Chancellor  
of Continuing Education

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Xavier Urrutia, Interim Vice  
Chancellor for Economic & Workforce  
Development

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Dr. Mike Flores, Chancellor

**ALAMO COLLEGES DISTRICT**  
**Year-To-Date Contract (Non-Grant) Summary Report**  
 Status: September 1, 2020 - August 31, 2021

**I. Current Month Contracts District Wide:**

No.	Contract Recipient (District Wide)	No. of Courses	Monthly No. Students to be Served	YTD No. Students to be Served
1	Workforce Training Network	13	1047	1769
	<b>Total</b>	<b>13</b>	<b>1047</b>	<b>1,769</b>

**II. Year-to-Date Number of Contracts in Selected Dollar Ranges:**

No.	Contract Recipient	\$.01-\$9,999.99	\$10,000-\$100,000	\$100,000 and Higher	Total
1	Workforce Training Network	7	4	2	13
	<b>Total</b>	<b>7</b>	<b>4</b>	<b>2</b>	<b>13</b>

Source: All data provided by Workforce Training Network-Continuing Education Department.

## Discussion and Possible Action on Approval of Construction Reports

Presented to the Board acting as Committee of the Whole on May 11, 2021 and now presented to the Board for approval on May 18, 2021.

### MINUTE ORDER

**“The Alamo Colleges District Board of Trustees hereby approves the construction reports as presented.”**

### PURPOSE

The following construction reports are presented to the Board of Trustees for informational and approval purposes.

### BACKGROUND

1. 2017 Capital Improvement Program Overview Chart(s)
2. 2017 CIP General Obligation Bond / Maintenance Tax Note Summary and Detail Report

### IMPLICATIONS

**Financial:** N/A

**Strategic Plan:** Strategic Objective III Performance Excellence

**Human Resources:** N/A

**ATTACHMENTS:** Construction Reports

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Pamela Ansbury, CPA, M.Ed.  
Assoc. Vice Chancellor of Finance and  
Fiscal Services

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Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor of Finance and  
Administration

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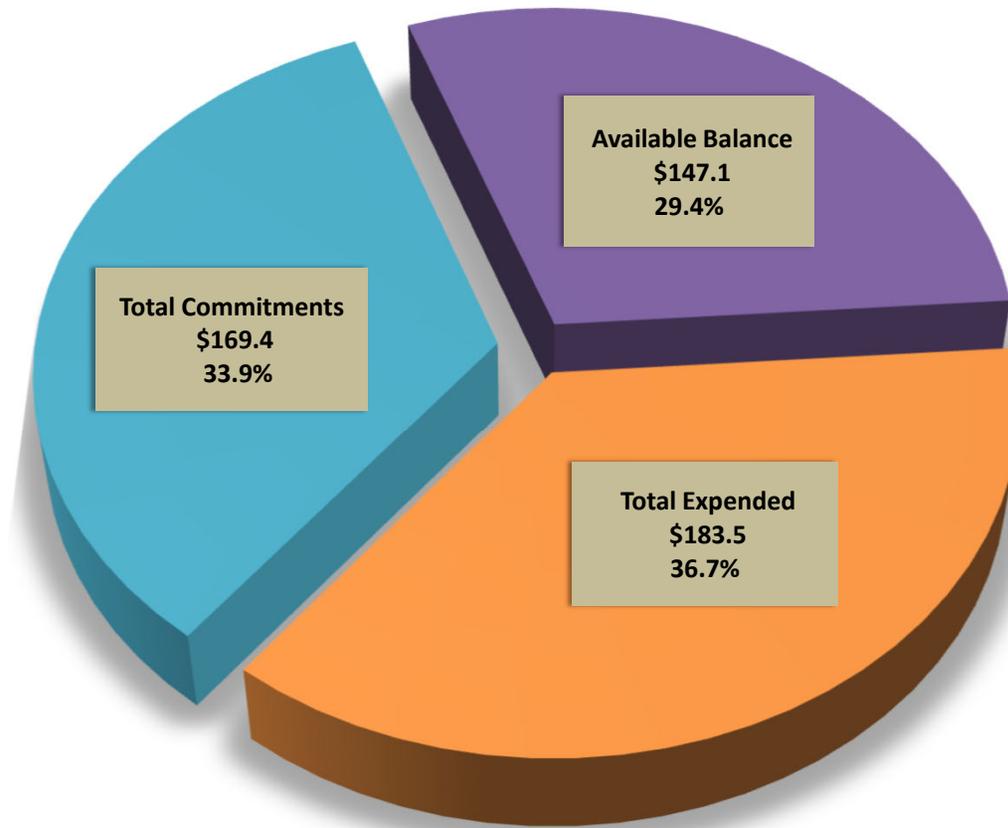
Dr. Mike Flores, Chancellor



ALAMO  
COLLEGES  
DISTRICT

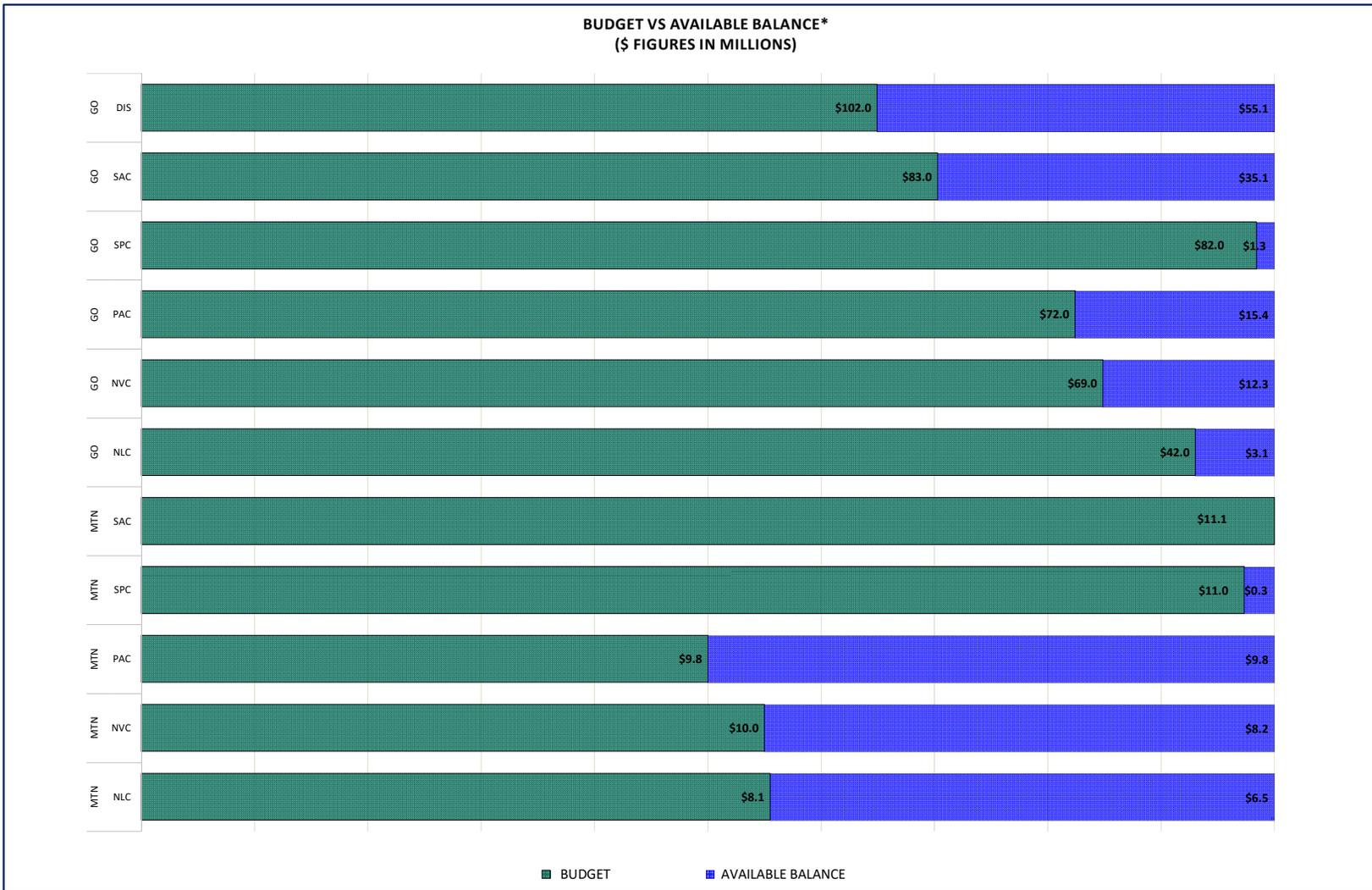
## Budget vs Actual - Overview (GO & MTN)

(\$ FIGURES IN MILLIONS)



ALAMO  
COLLEGES  
DISTRICT

## Alamo Colleges District Capital Improvement Program - Chart Summary



\*Available balance reduced by actual amount expended as well as committed to spend.



**ALAMO COLLEGES DISTRICT**  
**2017 - CAPITAL IMPROVEMENT PROGRAM SUMMARY**  
**As of March 31, 2021**

FUNDING SOURCES	Unissued		Unissued		TOTAL
	GO 2017 Limited Tax Bonds	MTN 2020 Maintenance Tax Bonds	GO 2021 Limited Tax Bonds	GO 2022 Limited Tax Bonds	
General Obligation Bonds	\$ 173,000,000	\$ -	\$ 169,000,000	\$ 108,000,000	\$ 450,000,000
Maintenance Tax Note Bonds	\$ -	\$ 50,000,000			\$ 50,000,000
<b>TOTAL FUNDING SOURCES</b>	<b>\$ 173,000,000</b>	<b>\$ 50,000,000</b>	<b>\$ 169,000,000</b>	<b>\$ 108,000,000</b>	<b>\$ 500,000,000</b>

BY LOCATION	BUDGET	CURRENT YEAR TOTAL	PRIOR YEARS' TOTAL	TOTAL TO DATE ALL YEARS	COMMITMENTS	AVAILABLE BALANCE
DISTRICT & DISTRICT WIDE - 2017 G.O. BOND	\$ 102,000,000	\$ 1,905,927	\$ 23,991,667	\$ 25,897,594	\$ 21,002,498	\$ 55,099,908
SAN ANTONIO COLLEGE - 2017 G.O. BOND	\$ 83,000,000	\$ 6,303,753	\$ 18,918,460	\$ 25,222,212	\$ 22,686,832	\$ 35,090,956
ST. PHILIP'S COLLEGE & SWC - 2017 G.O. BOND	\$ 82,000,000	\$ 11,049,551	\$ 46,362,030	\$ 57,411,581	\$ 23,261,291	\$ 1,327,129
PALO ALTO COLLEGE - 2017 G.O. BOND	\$ 72,000,000	\$ 1,373,465	\$ 8,291,676	\$ 9,665,141	\$ 46,969,839	\$ 15,365,020
NORTHWEST VISTA COLLEGE - 2017 G.O. BOND	\$ 69,000,000	\$ 6,588,988	\$ 29,683,871	\$ 36,272,859	\$ 20,423,044	\$ 12,304,097
NORTHEAST LAKEVIEW COLLEGE - 2017 G.O. BOND	\$ 42,000,000	\$ 6,976,743	\$ 1,922,687	\$ 8,899,431	\$ 29,952,929	\$ 3,147,640
<b>General Obligation Bond Totals</b>	<b>\$ 450,000,000</b>	<b>\$ 34,198,426</b>	<b>\$ 129,170,392</b>	<b>\$ 163,368,818</b>	<b>\$ 164,296,434</b>	<b>\$ 122,334,749</b>
SAN ANTONIO COLLEGE - 2020 MTN BOND	\$ 11,100,000	\$ 5,765,201	\$ 1,578,294	\$ 7,343,495	\$ 3,756,505	\$ -
ST. PHILIP'S COLLEGE & SWC - 2020 MTN BOND	\$ 11,000,000	\$ 4,004,407	\$ 5,780,024	\$ 9,784,431	\$ 915,193	\$ 300,376
PALO ALTO COLLEGE - 2020 MTN BOND	\$ 9,800,000	\$ -	\$ -	\$ -	\$ -	\$ 9,800,000
NORTHWEST VISTA COLLEGE - 2020 MTN BOND	\$ 10,000,000	\$ -	\$ 1,818,853	\$ 1,818,853	\$ -	\$ 8,181,147
NORTHEAST LAKEVIEW COLLEGE - 2020 MTN BOND	\$ 8,100,000	\$ 1,108,256	\$ 53,210	\$ 1,161,466	\$ 444,417	\$ 6,494,117
<b>MTN Bond Totals</b>	<b>\$ 50,000,000</b>	<b>\$ 10,877,864</b>	<b>\$ 9,230,381</b>	<b>\$ 20,108,245</b>	<b>\$ 5,116,115</b>	<b>\$ 24,775,640</b>
UNALLOCATED INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FOR ALL 2017 CIP BONDS</b>	<b>\$ 500,000,000</b>	<b>\$ 45,076,291</b>	<b>\$ 138,400,772</b>	<b>\$ 183,477,063</b>	<b>\$ 169,412,549</b>	<b>\$ 147,110,389</b>

**ALAMO COLLEGES DISTRICT**  
**2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT**  
**As of March 31, 2021**

<b>General Obligation Bonds</b>							
<b>PROJECT TITLE</b>	<b>Adjusted Budget</b>	<b>Current Month Expenses</b>	<b>Current Yr Expenses</b>	<b>Prior Yrs Expenses</b>	<b>Total to Date All Yrs Expenses</b>	<b>Commitments</b>	<b>Available Balance</b>
DIS-WETC GO17 - T1	23,000,000	1,004,131	1,004,131	1,188,843	2,192,973	577,956	20,229,071
DIS-SETC GO17 - T1	23,000,000	4,500	137,588	994,134	1,131,721	15,925,441	5,942,838
DIS-N. 281 Property purch - GO17 - T1	5,000,000	-	-	5,000,000	5,000,000	-	-
DIS I-10 NW Ed and Train Ctr. - GO17 - T2	23,000,000	83,403	83,403	1,710,781	1,794,183	124,503	21,081,313
SWC- Redund Police Dpatch @ SWC - GO17 - T1	3,000,000	-	48,774	2,906,634	2,955,408	30,075	14,517
<b>TOTAL FOR DISTRICT</b>	<b>\$ 77,000,000</b>	<b>\$ 1,092,033</b>	<b>\$ 1,273,895</b>	<b>\$ 11,800,391</b>	<b>\$ 13,074,286</b>	<b>\$ 16,657,975</b>	<b>\$ 47,267,739</b>
DIS Instructional Tech GO17 - T1	1,500,000	-	-	788,961	788,961	-	711,039
DIS Infrastructural & ACOL GO17 T1	11,600,000	22,836	22,836	4,549,416	4,572,252	3,063,667	3,964,081
DIS Comm. & Collaboration Tools GO17 T1	4,100,000	237,845	251,908	3,097,378	3,349,286	648,900	101,814
Reporting and Analysis - T3	1,700,000	-	-	-	-	-	1,700,000
DIS Mobile Tech & Security GO17 - T3	6,100,000	357,288	357,288	3,755,521	4,112,809	631,957	1,355,234
<b>TOTAL FOR DISTRICT WIDE INFO. TECH.</b>	<b>\$ 25,000,000</b>	<b>\$ 617,969</b>	<b>\$ 632,032</b>	<b>\$ 12,191,276</b>	<b>\$ 12,823,308</b>	<b>\$ 4,344,523</b>	<b>\$ 7,832,169</b>
<b>TOTAL FOR DISTRICT / DISTRICT WIDE</b>	<b>\$ 102,000,000</b>	<b>\$ 1,710,002</b>	<b>\$ 1,905,927</b>	<b>\$ 23,991,667</b>	<b>\$ 25,897,594</b>	<b>\$ 21,002,498</b>	<b>\$ 55,099,908</b>
SAC-Parking Garage GO17 - T1	19,637,097	641,236	3,132,619	14,610,406	17,743,025	1,398,903	495,169
SAC-Childcare Bldg GO17 - T1	15,200,000	1,072,654	1,154,503	504,736	1,659,239	13,462,890	77,871
SAC Law Enforce/ 1st Responder - GO17 - T2	20,000,000	274,499	539,420	94,840	634,260	882,760	18,482,980
SAC Fletcher St Success Ren w/ Main Entry - GO17 - T2	9,161,321	36,630	147,592	1,679,427	1,827,019	6,431,300	903,002
SAC Physical Plant - GO17 - T3	2,581,979	59,705	592,670	1,875,069	2,467,738	114,241	0
SAC Chance Academic Ren - GO17 - T3	847,287	-	-	1,923	1,923	112,022	733,342
SAC MFA Ren - GO17 - T3	47,808	-	-	47,808	47,808	-	-
SAC NEW SCIENCE BLDG - GO17	15,524,509	104,740	736,949	104,252	841,201	284,717	14,398,592
<b>TOTAL FOR SAC</b>	<b>\$ 83,000,000</b>	<b>\$ 2,189,464</b>	<b>\$ 6,303,753</b>	<b>\$ 18,918,460</b>	<b>\$ 25,222,212</b>	<b>\$ 22,686,832</b>	<b>\$ 35,090,956</b>
SPC Culinary Arts Center Exc GO17 -T1	30,000,000	2,956	290,196	29,705,706	29,995,902	3,685	413
SPC Norris Tech Renovation GO17 - T2	14,882,376	38,887	778,796	14,059,910	14,838,705	11,378	32,292
SPC Bowden Renovation GO17 - T3	14,000,000	2,054,712	4,744,943	1,407,385	6,152,328	7,348,435	499,237
<b>TOTAL FOR SPC</b>	<b>\$ 58,882,376</b>	<b>\$ 2,096,555</b>	<b>\$ 5,813,935</b>	<b>\$ 45,173,001</b>	<b>\$ 50,986,936</b>	<b>\$ 7,363,499</b>	<b>\$ 531,942</b>
SPC Welding and Auto Body Fac -GO17 -T2	23,117,624	3,228,996	5,235,616	1,189,029	6,424,645	15,897,792	795,187
<b>TOTAL FOR SWC</b>	<b>\$ 23,117,624</b>	<b>\$ 3,228,996</b>	<b>\$ 5,235,616</b>	<b>\$ 1,189,029</b>	<b>\$ 6,424,645</b>	<b>\$ 15,897,792</b>	<b>\$ 795,187</b>
<b>TOTAL FOR SPC / SWC</b>	<b>\$ 82,000,000</b>	<b>\$ 5,325,550</b>	<b>\$ 11,049,551</b>	<b>\$ 46,362,030</b>	<b>\$ 57,411,581</b>	<b>\$ 23,261,291</b>	<b>\$ 1,327,129</b>

**ALAMO COLLEGES DISTRICT**  
**2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT**  
**As of March 31, 2021**

<b>General Obligation Bonds</b>							
<b>PROJECT TITLE</b>	<b>Adjusted Budget</b>	<b>Current Month Expenses</b>	<b>Current Yr Expenses</b>	<b>Prior Yrs Expenses</b>	<b>Total to Date All Yrs Expenses</b>	<b>Commitments</b>	<b>Available Balance</b>
PAC Manufacturing Bldg GO17 - T1	56,865,799	803,959	1,340,093	1,841,272	3,181,365	42,541,662	11,142,772
PAC Real Estate Purchase (under district funding) GO17 - T1	6,000,000	-	-	5,118,242	5,118,242	-	881,758
PAC Student Engagement & Welcome Ctr GO17 - T2	117,663	-	2,200	-	2,200	115,463	-
PAC Natatorium and Gym Ren GO17 - T2	4,721,641	330	30,948	1,161,206	1,192,154	320,160	3,209,327
PAC Physical Plant GO17 - T3	4,294,897	-	224	170,956	171,180	3,992,555	131,162
<b>TOTAL FOR PAC</b>	<b>\$ 72,000,000</b>	<b>\$ 804,289</b>	<b>\$ 1,373,465</b>	<b>\$ 8,291,676</b>	<b>\$ 9,665,141</b>	<b>\$ 46,969,839</b>	<b>\$ 15,365,020</b>
NVC Parking Garage GO17 - T1	9,756,145	-	90,260	9,254,994	9,345,254	364,614	46,277
NVC Welcome Ctr. GO17 - T1	17,873,204	99,504	824,399	14,687,352	15,511,751	143,989	2,217,464
NVC Cultural Prog Ctr Excellen GO17 - T2	4,671,863	9,494	603,460	465,598	1,069,058	133,592	3,469,213
NVC STEM GO17 - T3	33,900,000	2,283,103	4,981,633	2,646,733	7,628,365	19,700,492	6,571,143
NVC Physical Plant GO17 - T3	2,798,788	12,351	89,236	2,629,194	2,718,430	80,358	(0)
<b>TOTAL FOR NVC</b>	<b>\$ 69,000,000</b>	<b>\$ 2,404,453</b>	<b>\$ 6,588,988</b>	<b>\$ 29,683,871</b>	<b>\$ 36,272,859</b>	<b>\$ 20,423,044</b>	<b>\$ 12,304,097</b>
NLC Tech Ctr Excellence/Science Building GO17 - T2	42,000,000	2,836,663	6,976,743	1,922,687	8,899,431	29,952,929	3,147,640
<b>TOTAL FOR NLC</b>	<b>\$ 42,000,000</b>	<b>\$ 2,836,663</b>	<b>\$ 6,976,743</b>	<b>\$ 1,922,687</b>	<b>\$ 8,899,431</b>	<b>\$ 29,952,929</b>	<b>\$ 3,147,640</b>
<b>TOTAL 2017 G.O. BONDS</b>	<b>\$ 450,000,000</b>	<b>\$ 15,270,421</b>	<b>\$ 34,198,426</b>	<b>\$ 129,170,392</b>	<b>\$ 163,368,818</b>	<b>\$ 164,296,434</b>	<b>\$ 122,334,749</b>

**ALAMO COLLEGES DISTRICT**  
**2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT**  
**As of March 31, 2021**

<b>Maintenance Tax Notes</b>							
<b>PROJECT TITLE</b>	<b>Adjusted Budget</b>	<b>Current Month Expenses</b>	<b>Current Yr Expenses</b>	<b>Prior Yrs Expenses</b>	<b>Total to Date All Yrs Expenses</b>	<b>Commitments</b>	<b>Available Balance</b>
SAC FLETCH ST SCSS MTN20	11,100,000	1,668,494	5,765,201	1,578,294	7,343,495	3,756,505	-
<b>TOTAL FOR SAC</b>	<b>11,100,000</b>	<b>1,668,494</b>	<b>5,765,201</b>	<b>1,578,294</b>	<b>7,343,495</b>	<b>3,756,505</b>	<b>-</b>
SPC THCA Culinary-MTN20	2,181,723	10,414	517,900	1,015,778	1,533,678	602,139	45,906
SPC NORRIS TECH MTN20	8,808,277	969,704	3,486,507	4,764,246	8,250,753	313,054	244,470
SPC UNALLOCATED MTN20	10,000	-	-	-	-	-	10,000
<b>TOTAL FOR SPC / SWC</b>	<b>11,000,000</b>	<b>980,118</b>	<b>4,004,407</b>	<b>5,780,024</b>	<b>9,784,431</b>	<b>915,193</b>	<b>300,376</b>
PAC NATA & GYM IMP - MTN20	9,800,000	-	-	-	-	-	9,800,000
<b>TOTAL FOR PAC</b>	<b>9,800,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,800,000</b>
NVC CUL PRGMS CYP REN - MTN20	8,181,147	-	-	-	-	-	8,181,147
NVC WELCOME CTR - MTN20	1,818,853	-	-	1,818,853	1,818,853	-	0
<b>TOTAL FOR NVC</b>	<b>10,000,000</b>	<b>-</b>	<b>-</b>	<b>1,818,853</b>	<b>1,818,853</b>	<b>-</b>	<b>8,181,147</b>
NLC SCI/TECH CTR of EXEL - MTN20	4,000,000	-	-	-	-	-	4,000,000
NLC UNALLOCATED - MTN20	1,681,832	-	-	-	-	-	1,681,832
NLC ACA BLDG I ELEV - MTN20	1,274,314	444,806	810,290	-	810,290	444,417	19,607
NLC NLIB Elev & L Ren - MTN20	143,854	-	90,644	53,210	143,854	-	-
NLC STU COM MOIST BAR - MTN20	1,000,000	-	207,322	-	207,322	-	792,678
<b>TOTAL FOR NLC</b>	<b>8,100,000</b>	<b>444,806</b>	<b>1,108,256</b>	<b>53,210</b>	<b>1,161,466</b>	<b>444,417</b>	<b>6,494,117</b>
<b>TOTAL 2020 MTN BONDS</b>	<b>\$ 50,000,000</b>	<b>\$ 3,093,418</b>	<b>\$ 10,877,864</b>	<b>\$ 9,230,381</b>	<b>\$ 20,108,245</b>	<b>\$ 5,116,115</b>	<b>\$ 24,775,640</b>
<b>TOTAL 2017 CIP G.O. &amp; MTN BONDS</b>	<b>\$ 500,000,000</b>	<b>\$ 18,363,839</b>	<b>\$ 45,076,291</b>	<b>\$ 138,400,772</b>	<b>\$ 183,477,063</b>	<b>\$ 169,412,549</b>	<b>\$ 147,110,389</b>



## ALAMO COLLEGES DISTRICT CAPITAL IMPROVEMENTS PROGRAM (CIP) EXECUTIVE SUMMARY

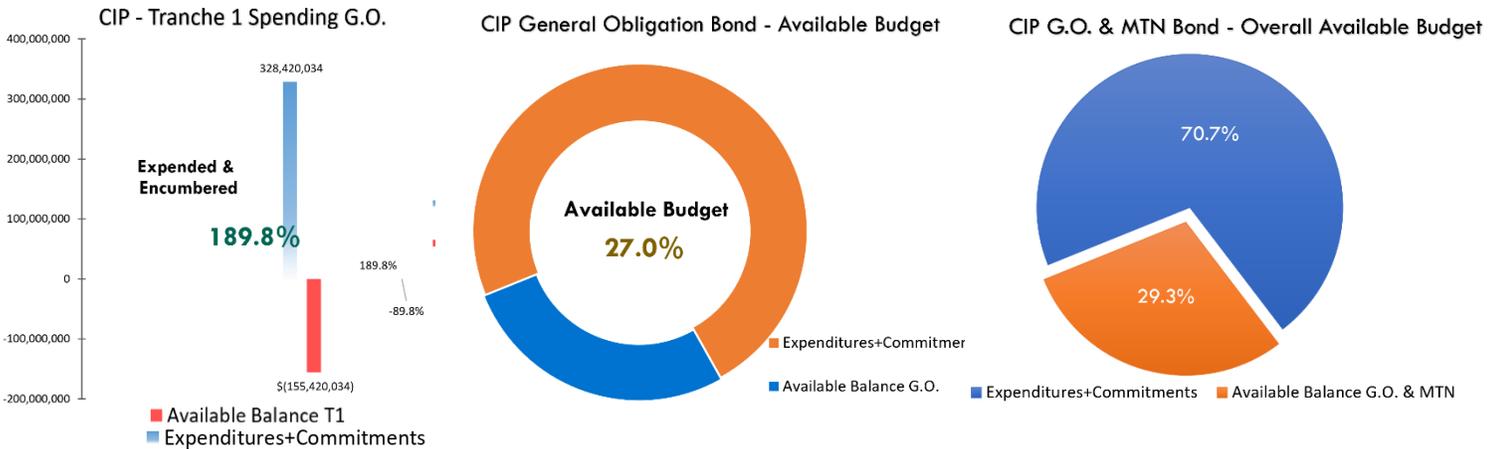
### CIP Bond Construction *Estimated* Upcoming CIP Project – for Board Approval

Estimated Upcoming GMP Board Pending Approval	Jul	Aug	Sept	Oct	Nov
NVC Cypress Cultural Center of Excellence Renovation (SpawGlass / Overland)	X				
PAC Natatorium/Gym Renovation (Bartlett Cocke / RVK)	X				
Northwest Education and Training Center (NWETC) (Sundt / Overland)		X			
SAC First Responders Academy (Gilbane / O'Connell Robertson)				X	
SAC Chance Renovation (J.T. Vaughn / O'Connell Robertson)					X
<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>

### CIP Bond Construction Projects by The Numbers

Project Status	SPC	SAC	NVC	PAC	NLC	ETCs	Total
Projects Completed	3		3				6
Projects in Construction	2	5	1	2	1	2	13
Projects with Approved GMP							0
Projects with Upcoming GMP Approval			1	1		1	3
Projects in Various Design Phases		2					2
<b>TOTAL</b>							<b>24</b>

### CIP Bond Budget – As of May 2021



Tranche 1 - Spend Summary			CIP General Obligation Bond - Available Budget			Overall CIP GO & MTN - Available Budget		
	\$	%		\$	%		\$	%
1st Tranche	\$ 173,000,000	100.0%	CIP GO Budget	\$ 450,000,000	100.0%	CIP GO+MTN Budget	\$ 500,000,000	100.0%
Expenditures+Commitments	328,420,034	189.8%	Expenditures+Commitments	328,420,034	73.0%	Expenditures+Commitments	353,644,856	70.7%
Available Balance T1	\$(155,420,034)	-89.8%	Available Balance G.O.	\$ 121,579,966	27.0%	Available Balance G.O. & MTN	\$ 146,355,144	29.3%

Total General Obligation & MTN funding	Total expenditures on all CIP projects to date	Remaining balance of funding
<b>\$500,000,000</b>	<b>\$194,918,469</b>	<b>\$146,355,144</b>

*\*Preliminary Bond Budget Numbers as of May 7, 2021 Report, subject to change and unaudited*

#### Next CBOC Meeting

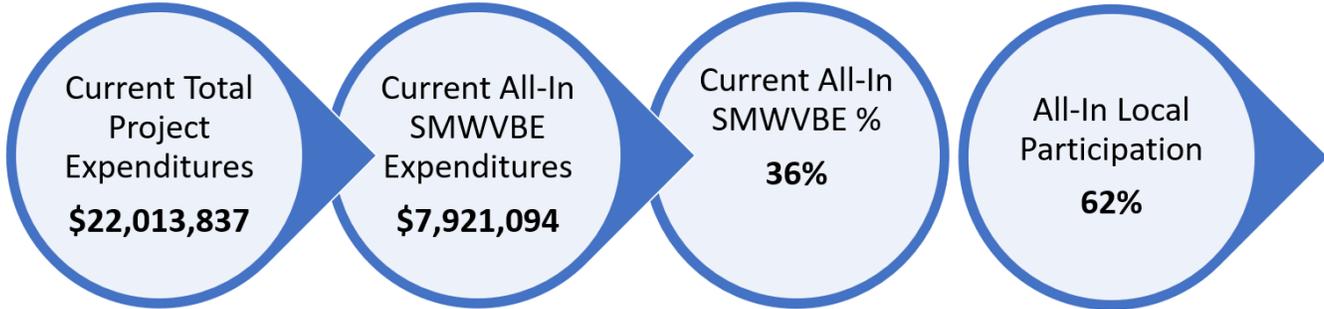
- The next meeting is scheduled to be held in July 2021.



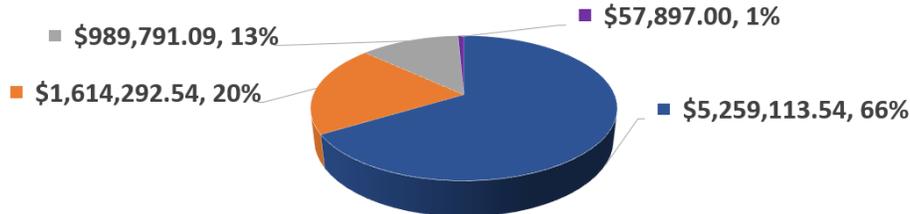
CIP Bond SMWVBE Reporting (as reported in April 2021)

## San Antonio College

- Total Campus CIP Funding: \$96,362,258
- Remaining Funding Spending Opportunities : \$74,348,423



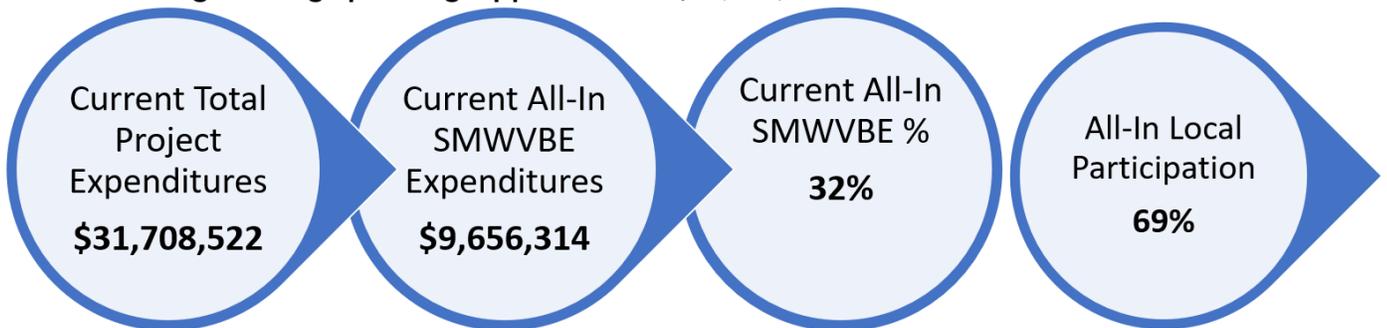
SAC All-In SMWVBE Breakdown



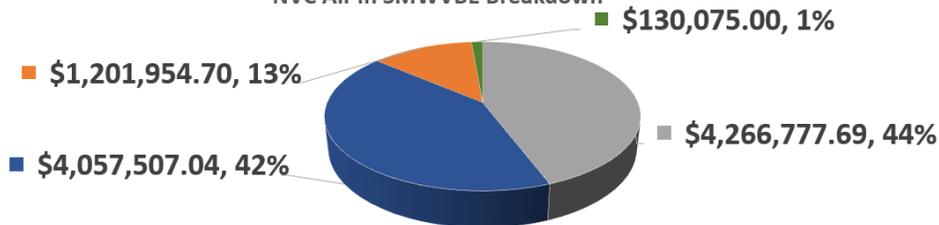
■ Hispanic American Business Enterprise ■ Small Business Enterprise ■ Woman Owned Business Enterprise ■ Asian American Business Enterprise

## Northwest Vista College

- Total Campus CIP Funding: \$79,000,000
- Remaining Funding Spending Opportunities : \$47,291,478



NVC All-In SMWVBE Breakdown



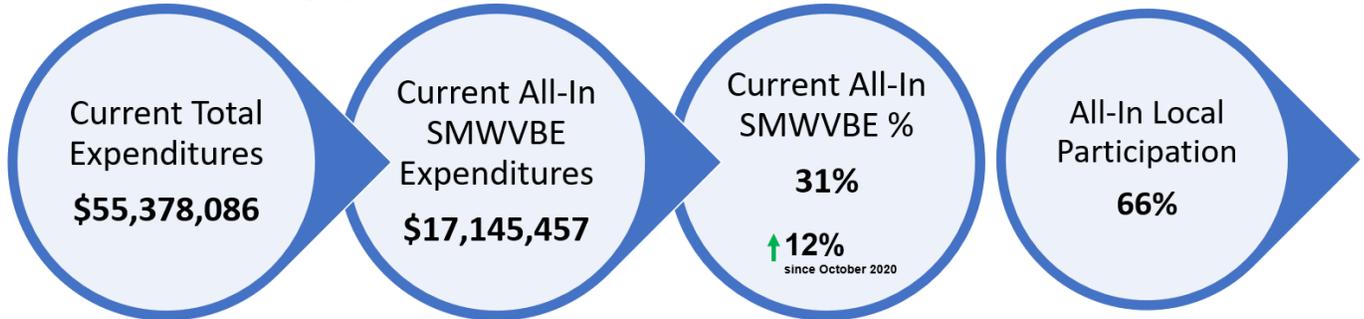
■ Woman Owned Business Enterprise ■ Hispanic American Business Enterprise ■ Small Business Enterprise ■ African American Business Enterprise



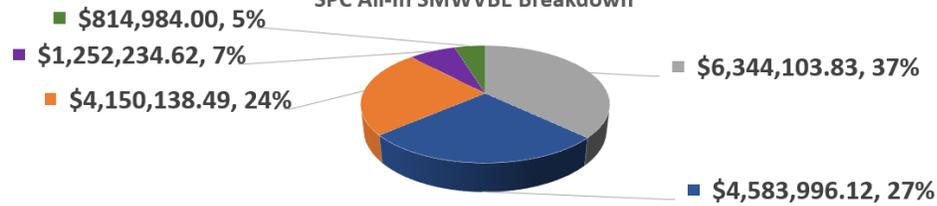
## St. Philip's College

➤ Total Campus CIP Funding: \$99,041,441

➤ Remaining Funding Spending Opportunities : \$43,663,354



SPC All-In SMWVBE Breakdown



■ Woman Owned Business Enterprise ■ Hispanic American Business Enterprise ■ Small Business Enterprise ■ Asian American Business Enterprise ■ African American Business Enterprise

## Discussion and Possible Action on Approval of Financial Reports

Presented to the Board acting as Committee of the Whole on May 11, 2021 and now presented to the Board for approval on May 18, 2021

### MINUTE ORDER

**“The Alamo Colleges Board of Trustees hereby accepts the financial reports as presented.”**

### PURPOSE

The following financial reports are presented to the Board of Trustees for informational and approval purposes for March 31, 2021.

### BACKGROUND

1. Financial Charts
2. Comparison of Year-to-Date Actual Revenues/Expenditures

### IMPLICATIONS

**Financial:** N/A

**Strategic Plan:** Strategic Objective III Performance Excellence

**Human Resources:** N/A

**ATTACHMENTS:** Financial Reports

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Pamela Ansboury, CPA, M. Ed  
Assoc. Vice Chancellor of Finance and  
Fiscal Services

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Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance and  
Administration

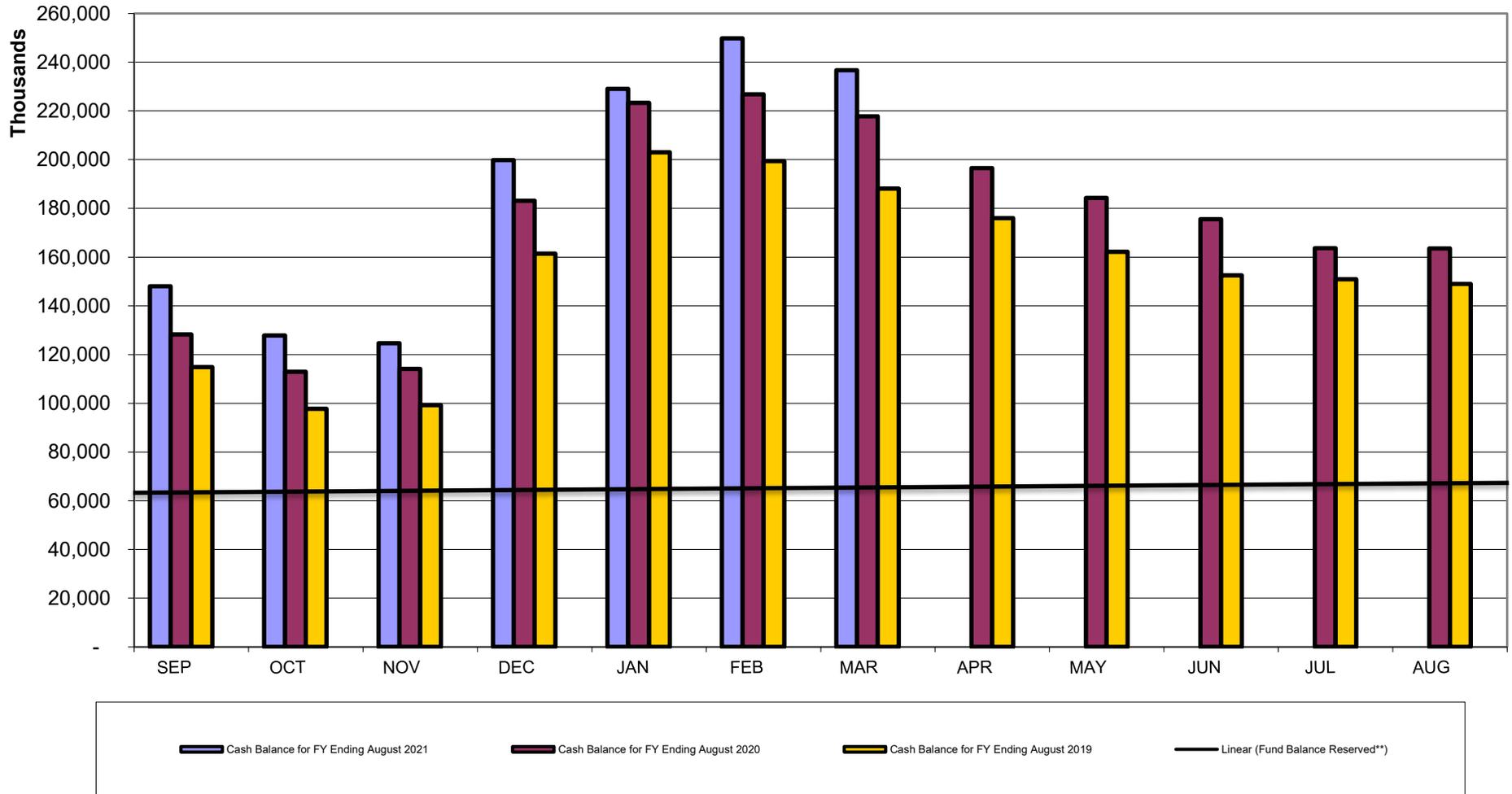
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Dr. Mike Flores, Chancellor



ALAMO  
COLLEGES  
DISTRICT

**Alamo Colleges District**  
**Current Operating Fund Cash Analysis\***  
 (For Fiscal Years Ending August 2021, 2020 and 2019)  
 Through March 2021



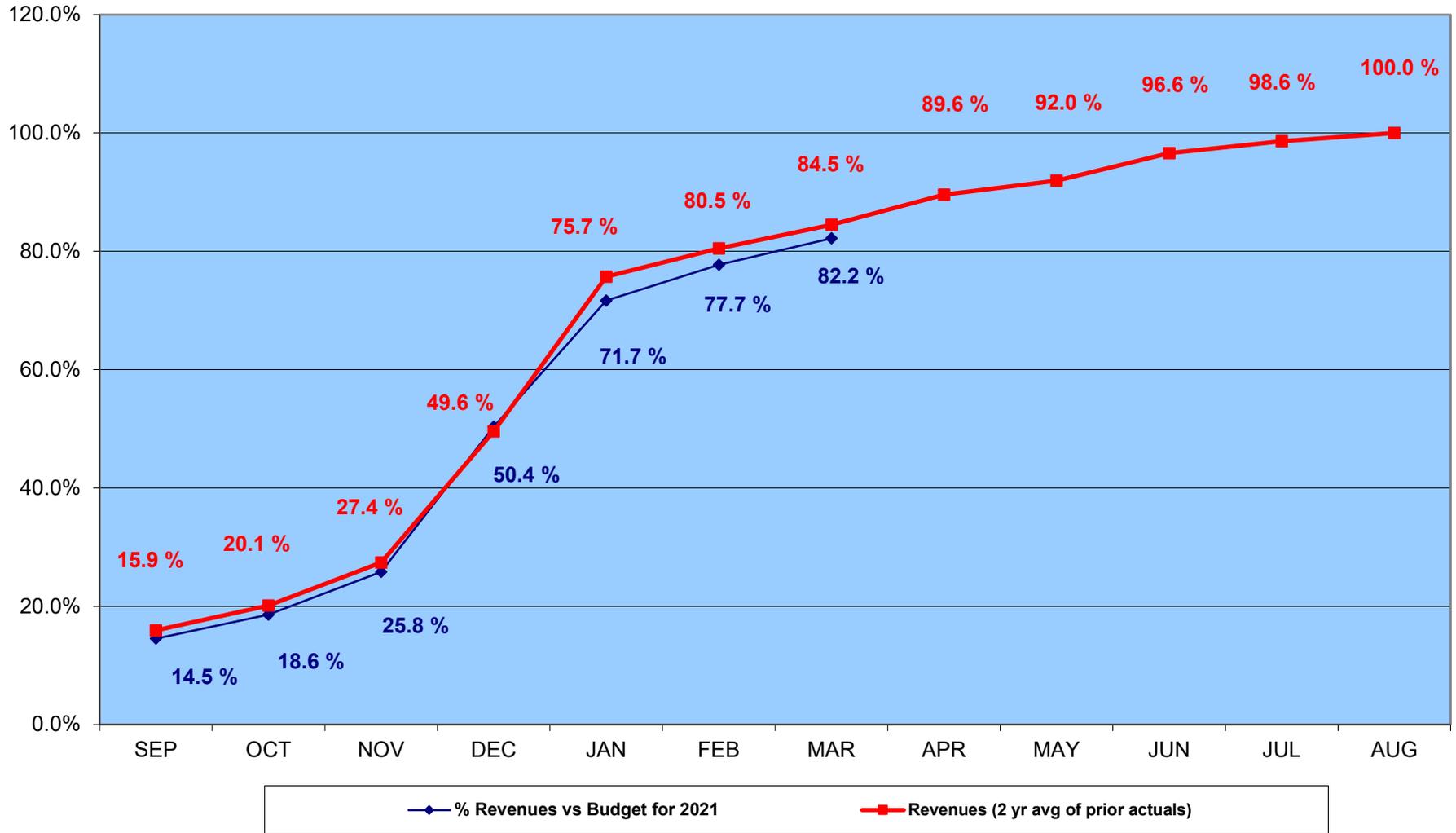
\*Includes Cash and Investments.

Chart excludes cash balances for capital construction and debt service.

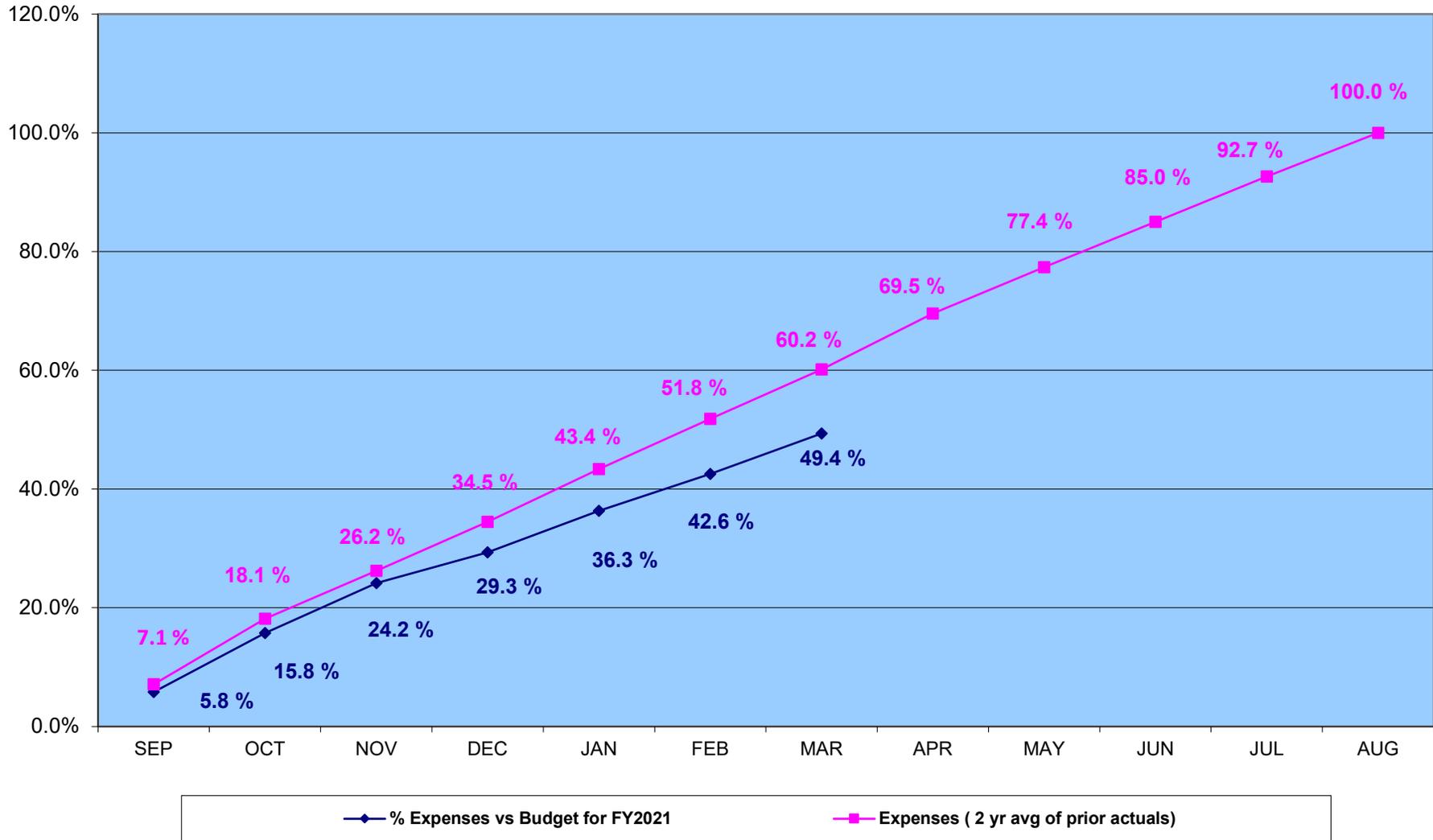
August includes Fall Tuition collections.

\*\*Fund Balance Reserved excludes encumbrances and operating commitments.

## Alamo Colleges District Unrestricted Operating Actual Revenues as % of Adjusted Budgeted Revenues Compared to Average of Two Prior Years Actual Revenues



**Alamo Colleges District**  
**Unrestricted Operating Actual Expenses and Transfers as % of Adjusted Budgeted Expenses and Transfers**  
**Compared to Average of Two Prior Years Actual Expenses and Transfers**



ALAMO COLLEGES DISTRICT  
**FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT**  
**MARCH 2021 YEAR-TO-DATE**

	Adjusted Budget 2020 - 2021 (A) (as of March 2021)		YTD Actual 03/31/2021		% of Budget (7th month / 58.3 % of Year)			
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted		Restricted	
					03/31/21	03/31/20	03/31/21	03/31/20
<b>REVENUES</b>								
Instruction and General	375,541,227	38,169,092	312,411,369	17,631,702	83.2%	83.4%	46.2%	58.6%
Public Service	1,113,198	-	142,382	-	12.8%	27.8%	-	-
Scholarships and Fellowships	-	71,995,474	-	43,212,064	-	-	60.0%	86.2%
Auxiliary Enterprises	5,940,222	-	1,971,543	-	33.2%	31.2%	-	-
Student Activity Fee	2,679,828	-	2,167,901	-	80.9%	91.5%	-	-
<b>Subtotal Current Funds</b>	<b>385,274,475</b>	<b>110,164,566</b>	<b>316,693,195</b>	<b>60,843,766</b>	<b>82.2%</b>	<b>82.1%</b>	<b>55.2%</b>	<b>80.3%</b>
Capital Outlay	-	186,423,694	-	35,853	-	-	-	-
Renewals & Replacements	-	-	-	-	-	-	-	-
Building	-	52,847,716	-	4,485,965	-	-	8.5%	1.4%
Furniture & Equipment	-	1,790,895	-	-	-	-	-	-
Debt Services	-	68,601,179	-	66,107,562	-	-	96.4%	92.4%
<b>Subtotal Plant Funds</b>	<b>-</b>	<b>309,663,484</b>	<b>-</b>	<b>70,629,380</b>	<b>-</b>	<b>0.0%</b>	<b>22.8%</b>	<b>45.7%</b>
<b>TOTAL REVENUES</b>	<b>385,274,475</b>	<b>419,828,050</b>	<b>316,693,195</b>	<b>131,473,146</b>	<b>82.2%</b>	<b>82.1%</b>	<b>31.3%</b>	<b>57.8%</b>
<b>BEGINNING FUND BALANCES (B)</b>								
Instruction and General	96,660,569	1,113,178	96,660,569	1,113,178				
Public Service	-	-	-	-				
Scholarships and Fellowships	-	9,095,214	-	9,095,214				
Auxiliary Enterprises	3,200,000	-	3,200,000	-				
Student Activity Fee	1,964,831	-	1,964,831	-				
<b>Subtotal Current Funds</b>	<b>101,825,400</b>	<b>10,208,392</b>	<b>101,825,400</b>	<b>10,208,392</b>				
Capital Outlay	-	36,741,122	-	36,741,122				
Renewals & Replacements	-	-	-	-				
Building	-	59,355,705	-	59,355,705				
Furniture & Equipment	-	11,323,452	-	11,323,452				
Debt Services	-	12,723,271	-	12,723,271				
<b>Subtotal Plant Funds</b>	<b>-</b>	<b>120,143,550</b>	<b>-</b>	<b>120,143,550</b>				
<b>TOTAL BEGINNING FUND BALANCES</b>	<b>101,825,400</b>	<b>130,351,942</b>	<b>101,825,400</b>	<b>130,351,942</b>				
<b>TOTAL AVAILABLE (Revenues + Beg. Fund Balance)</b>								
Instruction and General	472,201,796	39,282,270	409,071,938	18,744,880				
Public Service	1,113,198	-	142,382	-				
Scholarships and Fellowships	-	81,090,688	-	52,307,278				
Auxiliary Enterprises	9,140,222	-	5,171,543	-				
Student Activity Fee	4,644,659	-	4,132,732	-				
<b>Subtotal Current Funds</b>	<b>487,099,875</b>	<b>120,372,958</b>	<b>418,518,595</b>	<b>71,052,158</b>				
Capital Outlay	-	223,164,816	-	36,776,975				
Renewals & Replacements	-	-	-	-				
Building	-	112,203,421	-	63,841,670				
Furniture & Equipment	-	13,114,347	-	11,323,452				
Debt Services	-	81,324,450	-	78,830,833				
<b>Subtotal Plant Funds</b>	<b>-</b>	<b>429,807,034</b>	<b>-</b>	<b>190,772,930</b>				
<b>TOTAL AVAILABLE</b>	<b>487,099,875</b>	<b>550,179,992</b>	<b>418,518,595</b>	<b>261,825,088</b>				

(A) Includes budget amendments #1 and #2

(B) Beginning fund balance are audited ending FY19-20 fund balances. The fund balances include Board mandated 15% operating reserve, grants, construction, scholarships, & gifts funds.

FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT

MARCH 2021 YEAR-TO-DATE

	Adjusted Budget 2020 - 2021 (A) (as of March 2021)		YTD Actual 03/31/2021		% of Budget (7th month / 58.3 % of Year)			
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted		Restricted	
					03/31/21	03/31/20	03/31/21	03/31/20
<b>EXPENDITURES</b>								
Instruction and Genera	379,286,468	38,169,092	186,609,266	17,249,257	49.2%	52.7%	45.2%	59.0%
Public Service	1,475,579	-	683,704	-	46.3%	59.0%		
Scholarships and Fellowships	-	77,938,971	-	45,714,011			58.7%	82.6%
Auxiliary Enterprises	1,955,950	-	607,933	-	31.1%	37.2%		
Student Activity Fee	4,635,780	-	646,603	-	13.9%	28.1%		
Subtotal Current Funds	387,353,777	116,108,063	188,547,506	62,963,268	48.7%	52.4%	54.2%	77.8%
Capital Outlay	-	91,371,668	-	27,631,659			30.2%	29.0%
Renewals & Replacements	-	-	-	-				
Building	-	45,681,061	-	23,224,002			50.8%	12.8%
Furniture & Equipment	-	2,288,002	-	549,974				
Debt Services	-	80,078,920	-	57,195,460			71.4%	74.0%
Subtotal Plant Funds	-	219,419,651	-	108,601,095			49.5%	35.9%
<b>TOTAL EXPENDITURES</b>	<b>387,353,777</b>	<b>335,527,714</b>	<b>188,547,506</b>	<b>171,564,363</b>	<b>48.7%</b>	<b>52.4%</b>	<b>51.1%</b>	<b>45.0%</b>
<b>TRANSFERS (IN) OUT</b>								
Instruction and General			13,393,642					
Public Service								
Scholarships and Fellowships	5,943,497	(5,943,497)		(2,807,101)				
Auxiliary Enterprises	-	-		-				
Student Activity Fee	-	-		-				
Subtotal Current Funds	5,943,497	(5,943,497)	13,393,642	(2,807,101)				
Capital Outlay	4,058,400	(4,058,400)		-				
Renewals & Replacements	-	-		-				
Building	51,000	(51,000)		(2,766,203)				
Furniture & Equipment	-	-		-				
Debt Services	11,716,578	(11,716,578)		(7,820,338)				
Subtotal Plant Funds	15,825,978	(15,825,978)	-	(10,586,541)				
<b>NET TRANSFERS</b>	<b>21,769,475</b>	<b>(21,769,475)</b>	<b>13,393,642</b>	<b>(13,393,642)</b>				
<b>TOTAL EXPENSE &amp; TRANSFERS</b>	<b>409,123,252</b>	<b>313,758,239</b>	<b>201,941,148</b>	<b>158,170,721</b>	<b>49.4%</b>	<b>52.5%</b>	<b>50.4%</b>	<b>44.5%</b>
<b>ENDING FUND BALANCES</b>								
Instruction and General	92,915,328	1,113,178	209,069,030	1,495,623				
Public Service	(362,381)	-	(541,322)	-				
Scholarships and Fellowships	(5,943,497)	9,095,214	-	9,400,368				
Auxiliary Enterprises	7,184,272	-	4,563,610	-				
Student Activity Fee	8,879	-	3,486,129	-				
Subtotal Current Funds	93,802,601	10,208,392	216,577,447	10,895,991				
Capital Outlay	(4,058,400)	135,851,548	-	9,145,316				
Renewals & Replacements	-	-	-	-				
Building	(51,000)	66,573,360	-	43,383,871				
Furniture & Equipment	-	10,826,345	-	10,773,478				
Debt Services	(11,716,578)	12,962,108	-	29,455,711				
Subtotal Plant Funds	(15,825,978)	226,213,361	-	92,758,376				
<b>TOTAL ENDING FUND BALANCES</b>	<b>77,976,623</b>	<b>236,421,753</b>	<b>216,577,447</b>	<b>103,654,367</b>				
<b>TOTAL EXP, TRF &amp; BALANCES</b>	<b>487,099,875</b>	<b>550,179,992</b>	<b>418,518,595</b>	<b>261,825,088</b>				

(A) Includes budget amendments #1 and #2

ALAMO COLLEGES DISTRICT  
FOR THE SEVEN MONTH PERIOD ENDED MARCH 31, 2021

**(1) Revenue Variance:**

For the seven month period ended March 31, 2021 operating revenue decreased 0.1%, or \$300 thousand to \$316.7 million (first seven months 2020: \$317.0 million). The decrease is mainly driven by a drop in semester credit hours reflecting lower tuition and fee revenues in a difficult market environment with the spread of the COVID-19 pandemic, offset by favorable tax revenue and state appropriation revenue increases of \$10.2 million total. All other minor categories of revenues experienced decreases totaling \$3.6 million, investment income, unrestricted grant revenues, miscellaneous revenues, and auxiliary enterprise revenues.

- a) Tax revenues for FY21 increased \$9.5 million, or 5.8%, and stand at \$172.4 million vs \$162.9 million in the prior year. The District has benefitted from increasing taxable values in Bexar County. As of the initial roll certification in July of 2010, the net taxable value of the appraisal roll for the District was approximately \$100 billion, and that has grown to over \$186 billion in 2020. For the past 5 years, net taxable value has grown over 7% on an annualized rate. The rise in taxable assessed value has resulted in an increasing revenue stream for the Alamo Colleges District without raising the tax rate since 2012 and has provided funding for facilities operations and maintenance on infrastructure. Although the impact of Covid 19 is not fully known at this time, the expectation is for continued growth, especially in the single family housing category.
- b) Tuition & fees for FY21 through Spring semester decreased 7.0%, or \$6.9 million, over FY20 amounts. FY2021 revenues stand at \$91.5 million, or 85.1% of the budget, vs. FY2020 revenues of \$98.4 million, or 90.4% of the budget. The gross revenue decrease is attributed to a drop of number of hours taken. Headcount enrollment for the Spring decreased 1.3% to 64,286 students, while semester credit hours taken dropped 9.5%, or 43,088 to 409,623 semester credit hours.
- c) After several biennia of essentially flat state funding from the State of Texas, the General Appropriations Act for the 2020 and 2021 biennium increased \$65.4 million for all community colleges. For the Alamo Colleges District, state funding increased \$5.78 million (\$2.8 million for FY21). State appropriations increased 1.5% in FY21, or \$700 thousand, and stand at 53.9% and 53.1%, of FY21 and FY20 budgets, respectively. As of this month the revenues are \$47.0 million. State appropriations including state-paid benefits (group health & retirement) shows a slight increase as compared to the prior year.

**(2) Expense Variance:**

- a) The overall goal of the Fiscal Year 2021 Annual Budget (FY21) is to continue the momentum we created last year in positioning the Alamo Colleges District for "smart growth," which makes the most effective use of every dollar of revenue to support the economic and social mobility of the members of our community and the success of our students. This is an especially significant accomplishment in light of the current economy and the strain we have seen organizations in San Antonio and the higher education community face in light of the pandemic. The Alamo Colleges District is fortunate to be well-prepared in the face of economic uncertainties plaguing other entities; instead we are investing in the "smart growth" initiatives that were introduced in FY20, and expanding them to ensure the success of continued "smart growth" and "smart talent" in FY21.
- b) Operating expenses for FY21 and FY20 for the same period stand at 49.4% and 52.4% of budget, respectively. Actual expenses for FY21 and FY20 are \$201.9 million and \$205.6 million.

## **Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of \$100,000**

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to Board for approval on May 18, 2021.

### **MINUTE ORDER**

**“The Alamo Colleges District Board of Trustees hereby approves the monthly Cooperative Purchase Report as presented.”**

### **PURPOSE**

The purpose of this Minute Order is to provide a monthly report of purchases exceeding \$100,000 and any fees charged by the various local, state, and national providers of Cooperative Purchasing (COOP) programs during the specified reporting period. Not all COOP programs charge fees, and some COOP's offer cash rebates paid directly to Alamo Colleges. The Purchasing and Contract Administration Department utilizes the COOP programs to gain greater access to goods and services, cost savings through leveraged buying, and reduced administration costs by issuing fewer competitive bids and proposals. The combined buying power of public institutions throughout the State of Texas and nationally translates into savings and provides an efficient, cost effective and legal means for providing goods and services to departments throughout the Alamo Colleges in an expedited fashion.

### **BACKGROUND**

Vendor contracts awarded through approved federal, state or cooperative purchasing agreements are a statutorily approved alternative to competitively procured vendor contracts. Only the following such contract purchases require prior Board approval:

- a. Purchases valued at \$100,000 or more in any 12-month period that will result in additional gross square footage (permanent or otherwise) that will require cleaning and maintaining, and have at least two utilities present;
- b. Purchases valued at \$100,000 or more in any 12-month period that in the judgment of the Chancellor or Purchasing & Contract Administration would commit the College District or one of the colleges to an entirely new technology that would be pervasive for subsequent years.

For any cooperative purchasing contract valued at \$25,000 or more, Purchasing & Contract Administration shall document any contract-related fee, including any management fee. At least annually, Purchasing & Contract Administration shall present a written report regarding any contract-related fees, including any management fees, to the Board of Trustees at a properly posted open meeting.

### **IMPLICATIONS**

Financial: None

Strategic Plans: Goal I-Student Success; and Goal III-Performance Excellence

Employee Services: None

Attachments: Cooperative Contract Purchases over \$100,000

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Gary O'Bar, C.P.M.  
Director, Purchasing & Contract Administration

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Pamela Ansboury, CPA, M.Ed.  
Associate Vice Chancellor for Finance and  
Fiscal Services

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Dr. Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance & Administration

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Dr. Mike Flores  
Chancellor

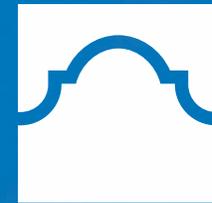


**COOPERATIVE CONTRACT PURCHASES OVER  
\$100,000**

<b>Location</b>	<b>Type of Funding</b>	<b>Description</b>	<b>Purpose/Why</b>	<b>COOP Admin Fee</b>	<b>Total Cost</b>	<b>Vendor/ Co-Op</b>
Northwest Vista College	NVC_SHERMAN_CARES_Institution 2021	Replace & Install 80 LCD Projectors, 42 Projection Screens and Related Components and Supplies	To provide improved presentation capabilities to NVC faculty, instructors, students to support capacity & hybrid learning environments.	\$0.00	\$466,639.00	Howard Technology Solutions BuyBoard 579-19
Enterprise-wide	DIS Infrastructural & ACOL GO17	Cloud based Virtual Desktop software	To deliver virtual desktops / course specific software to students attending in classrooms and remotely.	\$0.00	\$524,718.00	Alchemy Technology Group, LLC DIR-TSO-4351
Enterprise-wide	Service Departments	Annual support license renewal for the voice over internet protocol (VoIP) phone system to include an onsite support Engineer.	To provide software used to support the phone system enterprise-wide.	\$0.00	\$318,965.63	Dice Communications, Inc. DIR-TSO-4304 SMWVBE – WBE
District Support Operations	DIS Operating	COVID Protection Supplies	To purchase dispenser towels to convert the bathrooms from air blower to towels, sanitizer refills, Clorox sprayer and other supplies	\$0.00	\$110,140.39	Staples E&I CNR01373
San Antonio College	SAC Operating	Nursing Allied Health Building (NAHB) 2nd Floor Air Handler Coils Replacement Maintenance	To provide maintenance of coils for NAHB 2nd floor air handler for SAC	\$0.00	\$100,878.00	Trane U.S. Inc. Buyboard 631-20

# Alamo Colleges District Workforce Committee Report

**Xavier Urrutia**  
Interim Vice Chancellor



ALAMO  
COLLEGES  
DISTRICT

Economic and Workforce Development



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

Achieving the Dream  
LEADER COLLEGE  
OF DISTINCTION

# Partner Updates:

## **SA WORKS – ROMANITA MATTA-BARRERA**

- **Internship Program:**
  - SA Works is hyper focused on recruiting employers to meet goal of 350 high school interns this summer
  - Collaborating with ACD
  - Funding exists to directly support the interns

## **PROJECT QUEST - DAVID ZAMMIELLO**

- **Train for Jobs SA:**
  - Experienced small drawback in the month of April – projected 150 enrollments / actual 85
  - Overall we are at 96% and that is due to strong enrollment performance in the previous five months
- Transitioning back to face to face - four days a week onsite

## **ALAMO WORKFORCE SOLUTIONS – Dr. Guerrero-Guajardo**

- **Job Trends:** Total of 86,000 job opportunities from online advertisement
  - Demand: 1st – Nursing 2nd - Customer Service /Sales Representatives
- **Hiring Fairs:**
  - Hospitality, Food, Restaurant and Hotel
    - 72 employers participated / 337 jobs available / 233 job seekers
  - Aerospace:
    - 17 employer / 85 job seekers



# Alamo Colleges Updates:

## Train for Jobs SA

- Preliminary Metrics: Active Records – 838 (Does not include all ineligible applicant counts)
- Enrolled In Training: 377
- Completed Training: 173 (Includes those who may have dropped or did not pass)
- In the Pipeline:
  - 45 started intake/not completed
  - 122 finished intake/pending documents

## Partnership with Tyson Foods through Adult Education program

- Tyson Sequin plant, chosen as round one pilot for an Upwards Pathway program – only time nationwide
- Program to expand promotion and diversity of internal Tyson applicants - occupational focus on maintenance
- Twelve week program - ten members begin in June
- Similar framework to iBest model

## Continuing Education – Handshake

- All CE Students invited to build personalized online profiles including academic interests
- Handshake will store student résumés, cover letters and transcripts
- Corporate College inviting 92 Employer partners to build a corporate summary listing
- Employers have access to review student profiles and post internships and job opportunities



# Ground Breaking – WETC



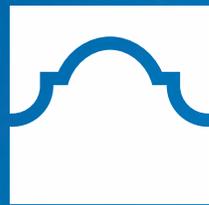
ALAMO COLLEGES DISTRICT  
Westside Education & Training Center



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Thank you.



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Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



Achieving the Dream LEADER  
COLLEGE  
OF DISTINCTION

# Alamo Academies

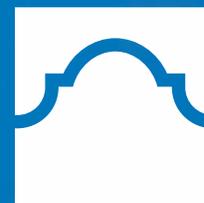
*A Year of Adaptation*

## **Sammi Morrill, Ph.D.**

Associate Vice Chancellor of Operations  
Economic and Workforce Development  
Alamo Colleges District

## **Katherine Sanchez-Rocha**

Executive Director, Alamo Academies  
Economic and Workforce Development, Operations  
Alamo Colleges District



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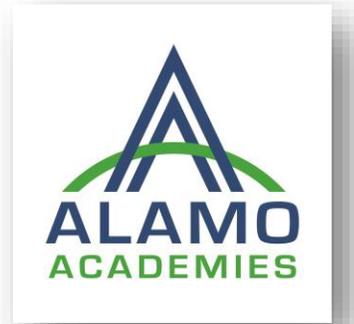


Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

Achieving the Dream  
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# Alamo Academies

Building Talent to Fill the Skills Gap

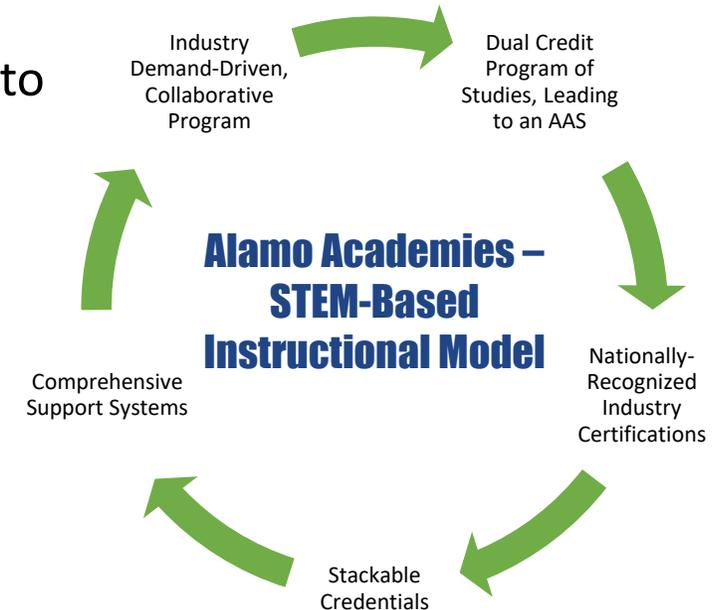


## Yesterday...closure of Kelly Air Force Base

- Replace a retiring workforce
- Transfer know-how and experience
- Develop a talent pipeline of high school students to transition into jobs through education and hands-on experience

## Today...need for skilled employees

- Marrying industry, workforce, and economic development to produce a STEM-based high school-to-career- pipeline



# Alamo Academies – Five Sectors



# What a difference a year makes ...

Meetings & Classrooms



Internships



Graduation



## Alamo Academies Graduation Class of 2020



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## Graduation

Academy	Graduates
Aerospace	15
ATMA	24
DTA	7
HPA	25
ITSA	25
Total	96
Certs Earned	412

## Recruitment

	Aero	ATMA	DTA	ITSA	HPA	Total
2019	29	47	16	54	46	192
2020 Projected	30	50	25	50	52	207
2020 Enrolled	12	12	12	43	56	135

# 2020 Metrics

# A year past ... to a plan forward

**ALAMO EXPERIENCE**

HOME EVENTS ORGANIZATIONS NEWS FORMS

## Organizations

Search Organizations

Branches  
Select branches

Categories  
Select categories

**NVC Comic Book Artist Association**  
NVC's Art Club is an organization dedicat environment on the Northwest Vista Coll

**DSO Alamo Academies**  
The Alamo Academies...

**ALAMO EXPERIENCE**

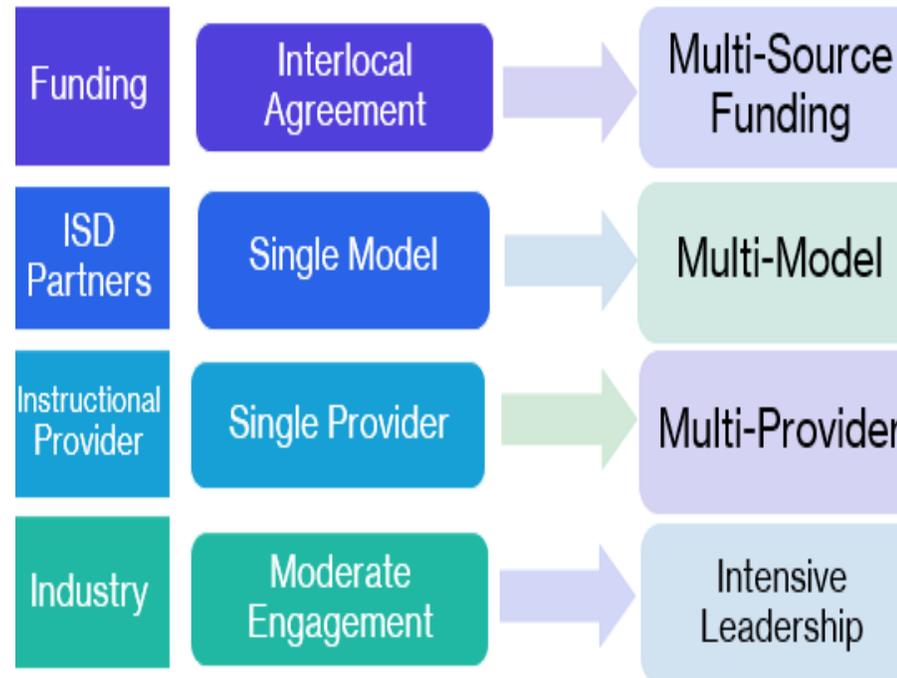
HOME EVENTS ORGANIZATIONS NEWS FORMS

**MyPath Financial Literacy Workshop**

**Date and Time**  
Wednesday, January 13 2021 at 7:30 AM CST to  
Wednesday, January 13 2021 at 10:00 AM CST  
Add To [Google Calendar](#) | [iCal/Outlook](#)

## Current Model

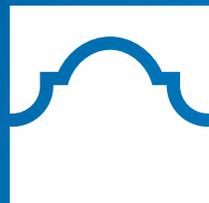
## New Model



# The Transition



Thank you.



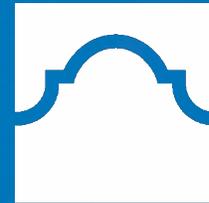
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DISTRICT



# Overview of Purchasing Contract Amendment: Workforce Training Management Software

**Xavier Urrutia**

Interim Vice Chancellor for  
Economic and Workforce Dev.



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COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

Achieving the Dream  
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COLLEGE  
OF DISTINCTION

# Recommended Amendment to Purchasing Contract

## Background:

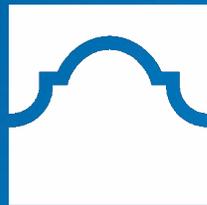
- In October 2020 the Board of Trustees authorized amending the Workforce Training Management Software contract providing for changes in the scope of work and increases in service delivery for \$126,000 increasing the annual purchase amount to approximately \$169,000 annually.

## Recommended Amendment:

- Authorize amending the contract to increase services that will be extended to student apprenticeships provided in two Department of Labor (DoL) apprenticeship grants
- Increase of \$52,000 to new amended annual purchase amount of \$221,000



Thank you.



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## Discussion and Possible Action on Amending a Contract with Empyra, Inc. providing for The Purchase of Workforce Training Management Software

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to Board for approval on May 18, 2021.

### MINUTE ORDER

**“The Board of Trustees hereby approves amending the contract with Empyra, Inc. providing for the purchase of Workforce Training Management Software for an increased authorization of \$52,000 for a new amended purchase amount of \$221,000 annually as requested by the office of the Interim Vice Chancellor for Economic & Workforce Development.”**

### PURPOSE

Approval of this action enables negotiated changes to the contract that will result in continued service delivery to meet current and future student demands; avoidance of startup costs/delays; and stability to the program's service delivery. Since purchasing the training management software Oneflow, requirements have been identified for additional capacity and functional needs. This new module for apprenticeships is for our two Department of Labor (DoL) apprenticeship grants:

- FOA-ETA-19-09 Apprenticeships: Closing the Skills Gaps (our name: Health Care Apprenticeship Partnership)
- FOA-ETA-18-08 Scaling Apprenticeships Through Sector-Based Strategies

The Empyra Inc. offerings will be utilized in significant part to meet the commitments of Department of Labor apprenticeship managed through the Economic and Workforce Development Department.

### BACKGROUND

In March 2020, a purchase was made from Empyra Inc. for Oneflow, workforce training management software for \$18,950 annually for a three-year agreement. In July 2020, a purchase was made for \$23,850, to amend the agreement for providing increase capacity and functionality.

In October 2020 the Board of Trustees authorized amending the contract providing for changes in the scope of work, that included an increase in services for approximately \$126,000.

The recommended contractor, Empyra, Inc. specializes and maintains rights to the intellectual property in its provision of these services. As such, this purchase is being made on a professional services and copyrighted materials basis exempt from competitive bidding, [TX ED 44.031](#). With this action, the term of the contract remains in effect through March 2023, and shall automatically renew for successive one-year periods, unless otherwise terminated earlier in accordance with the contract.

### IMPLICATIONS

**Financial:** This recommended action authorizes amending the contract for changes in the scope of work that include an increase in the service delivery for \$52,200 annually, and authorizes an increase in the contract purchase amount to approximately \$221,000 annually; 219162-897007

**Strategic Plan:** Goal I Student Success; and Goal III Performance Excellence

**Employee Services:** None

**Attachments:** Price Tabulation



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Gary O'Bar, C.P.M.  
Director Purchasing & Contract Administration

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Xavier Urrutia  
Interim Vice Chancellor for Economic &  
Workforce Development

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Dr. Diane E. Snyder, CPA, Ph.D.  
Vice Chancellor for Finance & Administration

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Dr. Mike Flores  
Chancellor





PRICE TABULATION

Amending a Contract with Empyra, Inc.  
providing for the Purchase of Workforce Training Management Software

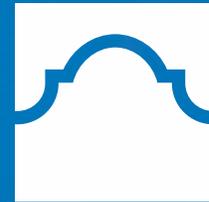
DESCRIPTION	ONE-TIME	ANNUAL SAAS FEE	NOTE/COMMENT
Set-up fees	\$ 15,000		One-time setup fee
ANNUAL SaaS FEES		\$ 27,500	SaaS Fee for up to 1,500 students/clients. Includes employer module for OJT
Fiscal Module Add-On		\$ 8,500	Supports Budgets, Authorizations & Payments for funds related to programs. Includes workflow related to this module, as well as reporting for this module.
Mobile App		\$ 4,500	Mobile app for clients (students/applicants/apprentices) enabling them to upload required documents. Next versions will support making appointments, registering for events and completing forms.
Courses, Course Enrollment, Classes, Training & Attendance		\$ 5,500	Supports tracking of training, courses, course enrollments, attendance and progress, as well as outcomes/results.
Virtual Service Delivery		\$ 5,500	Support virtual service delivery with Zoom integration for appointments, events and classes
Training		\$ 2,500	Up to 6 webinars /training sessions with recorded training modules.
Texting subscription 100,000 texts		\$ 1,000	This is as consumed, and will need to be replenished as needed.
Sub Total	\$ 15,000	\$ 55,000	
Discount	\$ (15,000)	\$ (2,500)	
Total		\$ 52,500	

# Overview of Purchasing Contract Award:

## Advanced Manufacturing Job Skills Training

**Xavier Urrutia**

Interim Vice Chancellor for  
Economic and Workforce Dev.



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COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



# Recommended Purchasing Contract Award

## Background:

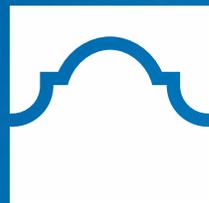
- In April 2021, a notice of Grant Award to Alamo Colleges District from the Texas Workforce Commission was received. Under the terms of the Grant award; trainees, must be full-time employees of the contracted business partner Navistar Inc., Dba. Navistar San Antonio Manufacturing, LLC.

## Recommendation:

Award contract to Navistar Inc., Dba. Navistar San Antonio Manufacturing, LLC. for the purchase of Advanced Manufacturing Job Skills Training in support of the Texas Workforce Commission – Skills Development Fund initiative made possible through a grant award from the Texas Workforce Commission. Estimated \$612,000 for the initial 18-month term.



Thank you.



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## Discussion and Possible Action on the Purchase of Advanced Manufacturing Job Skills Training in Accordance with a Texas Workforce Commission – Skills Development Fund Grant Award

Presented to the Board Acting as Committee of the Whole May 11, 2021, and now presented to the Board for approval on May 18, 2021.

### MINUTE ORDER

“The Board of Trustees hereby awards contract to Navistar Inc., Db. Navistar San Antonio Manufacturing, LLC. for the purchase of Advanced Manufacturing Job Skills Training in support of the Texas Workforce Commission – Skills Development Fund initiative made possible through a grant award from the Texas Workforce Commission, in the estimated amount of \$612,000 for the initial term, as requested by the office of the interim Vice Chancellor for Economic & Workforce Development.”

### PURPOSE

This action provides for the purchase of Advanced Manufacturing Job Skills Training to provide training to Navistar employees to keep pace with technological advances. The Contractor will provide instructional materials and training equipment in the delivery of services. Additionally, Alamo College employees will receive training in-kind to become certified Instructors for Navistar’s future training needs. Upon completion of training it is anticipated that employees will have increased skills that will result in increased productivity; better responsiveness to technological advances; and increased competitiveness.

Through this grant award, The Texas Workforce Commission designates Alamo Colleges District as responsible for administering an integrated workforce development system, including job training, and employment-related educational programs. The purpose of the Skills Development Fund is to enhance the ability of public community and technical colleges and the Texas Engineering Extension Service (TEEX) to respond to industry and workforce training needs and to develop incentives for public community and technical colleges to provide customized assessment and training in a timely and efficient manner. The goal of the Skills Development Fund is to increase the skill level and wages of the Texas workforce.

### BACKGROUND

In April 2021, a notice of Grant Award to Alamo Colleges District from the Texas Workforce Commission was received. Under the terms of the Grant award; trainees, must be full-time employees of the contracted business partner Navistar Inc., Db. Navistar San Antonio Manufacturing, LLC. As indicated in this grant award the business partner will be provided customized course trainings specific to their proprietary training needs. As such; this purchase is being made on a sole source basis because the required training is for the business partner proposed in the grant application, exempt from competitive bidding, [TX ED 44.031](#). The initial 18-month contract term begins upon award, terminates November 30, 2022, and includes the pre-authorization for subsequent renewals beyond the FY2021 grant period if amended to extend.

### IMPLICATIONS

**Financial:** \$612,000: funding is not encumbered, and will be provided by a grant from the Texas Workforce Commission

**Strategic Plan:** Goal I Student Success; and Goal III Performance Excellence

**Employee Services:** None

**Attachments:** Price Tabulation

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Gary O’Bar, C.P.M.  
Director Purchasing & Contract Administration

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Xavier Urrutia  
Interim Vice Chancellor for Economic & Workforce Development

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Dr. Diane Snyder, CPA, Ph.D.  
Vice Chancellor for Finance & Administration

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Dr. Mike Flores  
Chancellor





Price Tabulation

Purchase of Advanced Manufacturing Job Skills Training for  
Navistar Employees aligned with 2021 TWC-SDF Grant

Item	Description	Price
1	Instructional materials and equipment for Advanced Manufacturing job skills training services for Navistar employees.	
	Estimated Annual Amount	\$612,000

Notes:

1. The estimated annual amount includes a range for the cost per student of \$50 - \$100 depending on the training, and an amount to purchase training materials and equipment.
2. The actual amount paid will be determined by the amount of training sessions purchased.

# Legislative Report – May 11, 2021

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## **Staying connected with elected officials, agency heads, and partner organizations**

Remaining connected with our elected officials, agency leaders and community remains critical as we enter a new year and the start of a new state and congressional session.

- Dr. Flores met with Commissioner Clay-Flores to discuss AlamoPROMISE.
- Members of the Alamo Colleges District legislative team have been meeting with members of the state legislature in Austin to advocate the fiscal and policy priorities of the district.
- The team continues to participate in meetings and calls with partners to include: TACC, COSA, Bexar County, and area Chambers of Commerce.

## **Texas Legislative Session**

As we enter the month of May and the last weeks of the legislative session legislators will spend more time debating bills in the main House and Senate galleries versus having committee hearings. This last week, the House and Senate debated some of the more controversial bills of the session to include permit-less carry, elections, local control of public safety budgets, and camping in public spaces.

While both the House and Senate are debating bills in public, privately members of the Senate Bill 1 (overall budget bill) conference committee have been meeting to finalize the state's budget for the next biennium. To view the comparisons between what the House and Senate proposed in the budget please use this [LINK](#).

Currently in SB1, overall funding for community colleges in Texas is level. However, due to enrollment decreases and formula change, 31 colleges will see decreases in their individual budget for the next biennium. Alamo Colleges is projected to not be one of the 31 colleges impacted by the current proposals in SB1.

Additionally, the current budget proposals do make modifications to the student success point portion of the formula funding received by community colleges. Our statewide association, the Texas Association for Community Colleges (TACC) has created a [one-pager with the details of funding recommendations and proposed changes to the formula](#) to help all community colleges in Texas. Further, the Alamo Colleges Board of Trustees issued a resolution in the last board meeting in April articulating concerns with these

proposed changes. This resolution was shared with members of the conference committee and our Bexar County Delegation.

Another priority of the Alamo Colleges has been the ability to provide 5 rather than 3 applied baccalaureate programs at our colleges. [House Bill 3348](#) and [Senate Bill 1300](#) would make those changes. HB 3348 was passed out of the House and is pending in the Senate while SB1300 remaining pending in committee. Dr. Mike Flores testified before the House Higher Education Committee in support of this important legislation.

Finally, the team continues to monitor several other issues as they move along in the process. Other issues being monitored include:

- Ability to issue and finance debt
- Flexibility to provide virtual meetings even outside of a pandemic
- Expansion of access to higher education for students
- Creation of a Texas Promise Program
- Transfer of course credits between institutions of higher education
- Adult education

For more information on committee hearings and legislation filed this session you can visit <https://capitol.texas.gov/>

## Federal Updates

President Biden announced during his address to congress the second half of his large infrastructure package, the **American Families Plan**. This plan is the second half of President Biden's Build Back Better proposal, which also includes the [American Jobs Plan](#). Key highlights of the **American Families Plan** include:

- \$109 billion to extend two years of free community college to all Americans, including Dreamers.
- A \$1,400 increase to the Pell Grant maximum award.
- \$46 billion to provide subsidized tuition and expand programs in high-demand fields at Historically Black Colleges and Universities (HBCUs), Tribal Colleges and Universities (TCUs), and Minority Serving Institutions (MSIs).
- \$62 billion to support evidence-based completion and retention strategies at community colleges and other institutions that serve high numbers of low-income students.
- \$225 billion to expand access to high-quality, affordable child care and support child care providers.

## Discussion and Possible Action on Adoption of Statement in Support of AlamoPROMISE

Presented to the Board Acting as Committee of the Whole on May 11, 2021 and now presented to the Board for approval on May 18, 2021.

### MINUTE ORDER

**"The Board of Trustees hereby approves adopting the Statement in Support of AlamoPROMISE.**

### PURPOSE

To approve adoption of the supporting statement for AlamoPROMISE.

### BACKGROUND

After working with national and state partners like College Promise, the Board approved the launch of the AlamoPROMISE program here in Bexar County. Launched in July 2019, AlamoPROMISE is a multi-year, collective-impact initiative led by the Alamo Colleges District to address educational attainment levels in the region to foster an educated, diverse, and competitive workforce. AlamoPROMISE provides new graduates of participating Bexar County high schools no-cost tuition and fees at any of the five Alamo Colleges: Northeast Lakeview College, Northwest Vista College, Palo Alto College, San Antonio College, and St. Philip's College. The Board has demonstrated support for removing barriers to education through programs like AlamoPROMISE and has included policy priorities related to this effort in its Federal Legislative Agenda in 2020 and 2021. As AlamoPROMISE continues to grow, the Board reaffirms its support for this important program and collaboration with our elected officials and business leaders.

### IMPLICATIONS

<b>Financial:</b>	None
<b>Employee Services:</b>	None
<b>Strategic Plan:</b>	Student Success and Performance Excellence
<b>ATTACHMENTS:</b>	Joint Statement

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**Kristi Wyatt** \_\_\_\_\_ Date  
Associate Vice Chancellor of Chancellor  
Communications & Engagement

---

**Dr. Mike Flores** \_\_\_\_\_ Date



## **Statement in Support of AlamoPROMISE**

We believe the best way to increase our nation's college access and attainment goals and, at the same time, eliminate inequities and achievement gaps across America is to make college as universal, accessible, and affordable as high school has been in the U.S. for more than a century. This is why the Alamo Community Colleges District Board of Trustees (Board) supported the establishment of AlamoPROMISE.

Launched in July 2019, AlamoPROMISE is a multi-year, collective-impact initiative led by the Alamo Colleges District to address educational attainment levels in the region to foster an educated, diverse, and competitive workforce. AlamoPROMISE provides new graduates of participating Bexar County high schools no-cost tuition and fees at any of the five Alamo Colleges: Northeast Lakeview College, Northwest Vista College, Palo Alto College, San Antonio College, and St. Philip's College.

AlamoPROMISE has been driven by the Board and other local champions, including Judge Wolff and Mayor Nirenberg, who in partnership with Chancellor Flores serve as tri-chairs of an 18-member Steering Committee comprised of business, governmental, school district, higher education and non-profit leaders. Through collaborative efforts, AlamoPROMISE will help transform the workforce and economic landscape of the region through higher education.

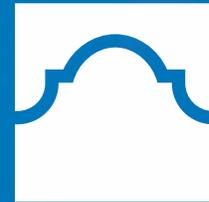
An analysis of the potential economic impact of AlamoPROMISE suggests that over five years, Bexar County could see as much as \$1.7 billion dollars in additional economic activity and over 12,000 new jobs. Additionally, the County and City could see increases in tax revenues to include over \$35 million in Sales Tax and over \$27 million in Property Taxes.

The Board of Trustees of the Alamo Community College District reaffirms its support for AlamoPROMISE and thanks the Steering Committee and the local community at large for their support of this vital program.

# Overview of Recommendations for Policy

## B.7.2 Legal Representation

**Ross Laughead**  
General Counsel



ALAMO  
COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient

Achieving the Dream  
LEADER  
COLLEGE  
OF DISTINCTION

# Recommended Edits

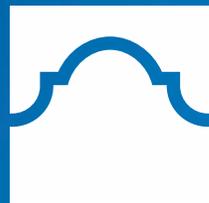
Purpose: To clarify the role of Board Counsel and the Office of Legal Services

The policy deals with the retention of internal and outside legal counsel, including Board counsel.

Policy revisions are:

- to incorporate and clarify the role of Board counsel
- to clarify that the Office of Legal Services consists of more than an employed general counsel,
- and to elaborate upon the role of the general counsel in recommending outside counsel to the Board

Thank you.



ALAMO  
COLLEGES  
DISTRICT



## Discussion and Possible Action on Approval and Revision of Policy C.3.1

Presented for recommended approval to the ALAMO COLLEGES BOARD OF TRUSTEES on May 18, 2021.

### MINUTE ORDER

**"The Board has reviewed the Alamo Colleges District Debt Management Policy C.3.1, and it is revised as presented in Attachment 1."**

### PURPOSE

Review for key changes (Attachment 2) and approval.

### BACKGROUND

The Board of Trustees of Alamo Colleges District adopted a Debt Management Policy in 2011. This is not a required policy, but is considered a "best practice", and it is viewed favorably by Rating Agencies. The Policy is to be reviewed and approved in conjunction with the annual Debt Management Plan.

### IMPLICATIONS

**Financial:** None

**Strategic Objective:** Goal III – Performance Excellence

**Human Resources:** None

### ATTACHMENTS

Attachment 1: Current Policy C.3.1- redlined

Attachment 2: Key Changes

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Pamela K. Ansbury, CPA, M.Ed      Date  
Associate Vice Chancellor of Finance  
and Fiscal Services

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Diane E. Snyder, CPA, Ph.D.      Date  
Vice Chancellor for Finance and  
Administration

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Dr. Mike Flores      Date  
Chancellor



ALAMO  
COLLEGES  
DISTRICT

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: ~~5-19-2018~~2021

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#### **General**

This Policy (the “Policy”) establishes conditions for the use of debt and creates procedures and policies designed to manage the Alamo Community College District’s (the “College District”) obligations within available resources, minimize the debt service and issuance costs, achieve the highest credit ratings, maintain full, complete, and accurate financial disclosure and reporting, and to comply with appropriate and applicable laws of the State of Texas (the “State”) and federal law.

#### **Scope**

Within the applicable laws of the State, the College District may enter into debt obligations to finance the construction or acquisition of buildings and infrastructure and other assets, maintenance of existing facilities, to purchase land and personal property, or the option to refinance or restructure existing debt. Unless recommended otherwise by the Vice Chancellor for Finance and Administration, whose recommendation must be approved by the Board of Trustees, all debt will be incurred at the College District level or through a -public facility corporation created by the College District. This Policy applies to all debt issued regardless of the purpose for which issued or the funding source for repayment. The Vice Chancellor for Finance and Administration is responsible for the debt management for the College District. Responsibility for the operational activity related to management of debt may be delegated to the Associate Vice Chancellor of Finance and Fiscal Services (AVC), or Treasurer.

#### **Objectives**

The objective of the Policy is to ensure prudent debt management practices that include:

- Minimize or avoid year-to-year fluctuations in the tax rate
- Minimize borrowing costs
- Structure the earliest possible maturity of the debt
- Preserve or enhance the District’s credit ratings
- Assure full, complete, and accurate financial disclosure and reporting compliance
- Comply with State and federal laws

#### **Available Borrowing Methods**

General Obligation Bonds - These bonds are issued for the acquisition of land, building construction costs, and the furnishing and equipping of buildings. The College District secures these bonds through levying, assessing and collecting ad valorem taxes sufficient to pay the principal and interest when due provided that the annual bond tax rate will never exceed the State

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: ~~5-19-2018~~2021

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statutory limit or the limits established by the College District's qualified voters. The College District's statutory maximum tax rate is established pursuant to Section 130.122, as amended, Texas Education Code at \$1.00 per \$100 of taxable assessed value (of which a maximum of \$0.50 may be utilized for debt service purposes). However, the College District's qualified voters limited the total tax rates - maintenance and operations ("M&O") and debt service- to a combined amount not to exceed \$0.25 per \$100 of taxable assessed value at an election held on September 30, 1952. These bonds require voter authorization.

Maintenance Tax Notes - The College District may issue notes that are primarily payable by the College District's maintenance and operations tax, but may be paid from any available funds to secure these notes. Repayment may be made through either ad-valorem tax revenues or non-tax revenues. This debt will be used for furnishing and equipping existing buildings, and for making renovations and repairs at existing facilities. These notes do not require voter authorization.

Revenue Bonds - The College District may issue revenue bonds for the acquisition of land, buildings, building construction costs, and the furnishing and equipping of buildings. These bonds are payable from and are secured by pledged revenues, such as tuition and other fees, a reserve fund, or other resources. Voter approval is not required. Debt service coverage ratios or other bond provisions contained in existing revenue bond covenants must be considered when issuing new revenue debt.

Lease Revenue Bonds - Under Chapter 303 of the Texas Local Government Code, the College District is authorized to establish a Public Facility Corporation ("PFC"). This corporation has the authority to issue bonds to construct facilities for the College District without an election. The College District would lease these facilities from the PFC to pay the debt service. These bonds are payable based upon an annual appropriation from lawfully available funds, including from M&O tax revenues. The funds may be used for construction, furnishing, and equipping the facilities. Public notice must be given prior to sale, which permits a petition process to require an election.

Refunding Bonds- All or any part of the College District's outstanding bond issues may be refunded or refinanced.

Other- From time to time, other financing options may be considered, including:

Contract Revenue Bonds- Capital improvements may be financed through Contract Revenue Bonds, which requires the District to enter into a contract with a third party entity. They are payable from either taxes, revenues, or both. Voter approval is not required.

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: 5-~~19-20~~18-2021

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Taxable Debt-, Taxable debt may be used for all or part of a debt issue and to comply with limitations imposed by the Internal Revenue Code of 1986, as amended (the “Code”). Taxable debt may also be issued for refunding if the net present value as a percentage of the par amount of the refunded bonds is at least 5% and the refunded tax-exempt issue cannot be advance refunded per the Code.

Private Placements- Private placements are sold directly to investors. They can be short or medium term, fixed or floating rate, and the term will match the useful life of the financed assets. Private placements may be used for financing specific assets or programs when it provides more advantageous terms than the capital markets, has a favorable structure, and financing is needed more quickly than what may be obtained through a public offering.

#### **Alternative Structures**

The College District will not use alternative methods of financial management products such as interest rate swaps, derivative products, etc. in connection with any outstanding and newly issued bonds without the express authorization from the Board of Trustees.

#### **Debt Management Plan**

Annually, a Debt Management Plan (the “Plan”) will be presented to the Board of Trustees by the Vice Chancellor of Finance and Administration or the Associate Vice Chancellor of Finance and Fiscal Services. Developed in conjunction with the College District’s Financial Advisor, this Plan will include information on the current debt outstanding; any previously approved but not settled financing activities, and borrowing capacity. It will include anticipated financings needs related to the Capital Improvement Program (“CIP”) or other funding needs. When the CIP requires a debt issuance for which a market opportunity is realized, a Parameter Order with reference to a specific debt issuance will be submitted for approval, allowing the President- Board of Trustees, the Secretary- Board of Trustees, Chancellor, ~~or~~ Vice Chancellor for Finance and Administration or Associate Vice Chancellor of Finance and Fiscal Services to commit to certain financing decisions. The Parameter Order allows the execution of a pricing certificate evidencing final sale terms of a debt financing. The Parameter Order provides flexibility for the College District’s Administration to react when market conditions warrant. Parameter

Orders will be limited as to size and scope to comply with State law and per direction by the Board of Trustees.

#### **Conditions for New Money Debt Issuance**

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: 5-~~19-20~~18-2021

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The timing of borrowing will be structured to meet the needs of the District and to minimize the effect of negative arbitrage. When the investment earnings on borrowed proceeds are below the cost of borrowing, borrowed capital may have to be increased to provide sufficient funds to pay project expenses. Since this practice increases the cost and limits the productivity of borrowed capital, the College District will seek to minimize negative arbitrage where practical.

Any external borrowing will be coordinated to the extent possible so that multiple project needs can be accommodated in a single borrowing. Under a Parameter Order for a specific new money debt, the President- Board of Trustees, Secretary- Board of Trustees, Chancellor, ~~or~~ Vice

Chancellor for Finance and Administration or Associate Vice Chancellor of Finance and Fiscal Services may proceed with a new money debt issuance if the appropriate conditions are met as set forth in the Parameter Order.

#### **Conditions for Debt Refunding**

Periodic reviews of outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered based on economic benefit, or as needed to alter covenants, restructure debt, or stabilize the tax rate. Current refundings require at least a 3% net present value as a percentage of the par amount of the refunded bonds to be considered. Other factors should be considered, such as reinvestment rates and impact on the structure of the escrow. The threshold rates may be disregarded under a refunding done solely for business reasons, such as for restructuring purposes. The term of the refunding bonds should not exceed the term of the bonds being refunded unless the debt is being restructured. Under a Parameter Order for a refunding bond, the President- Board of Trustees, Secretary- Board of Trustees, Chancellor ~~or~~ Vice **President Chancellor** for Finance and Administration or Associate Vice Chancellor of Finance and Fiscal Services may proceed with a debt refunding if the appropriate conditions are met as set forth in the Parameter Order.

#### **Conditions for Debt Defeasance**

Debt defeasance with funds on hand or excess tax collections will be undertaken only after careful consideration of the District's cash flow. This may be considered as part of an overall plan to manage the District's tax rate.

#### **Parameters for Debt Issuance**

The term of debt will typically be for 20 years or less and will not generally exceed 30 years. Debt will be issued on a fixed or variable rate basis. The College District will normally seek to avoid the use of capitalized interest.

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: ~~5-19-2018~~2021

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In general, debt should be issued with the earliest optional redemption date that is determined to be cost-effective. Typically, debt with a final maturity beyond ten years will be structured with an optional redemption in nine or ten years at par. Debt may be structured with serial or term bonds or any combination thereof.

#### **Selection of Consultants**

The College District will select its municipal -advisor, investment banking firms, disclosure and arbitrage rebate compliance specialists through the issuance of Request for Qualifications (RFQ). It is preferable that the services for disclosure and arbitrage rebate compliance be within the scope of the municipal- advisor. Bond counsel will be selected pursuant to a Request for Qualifications process as set forth in Section 1201. 027, Texas Government Code. Investment banking firms will be retained in an “underwriting pool” for a period of five years (one year plus four annual renewals) prior to a new RFQ being issued. The underwriting syndicate for each open market bond issuance will be chosen from this pool. The selection of the Senior Manager and each syndicate member will be based upon:

- Initiation and implementation of innovative financing ideas and structures
- The expertise of bankers and underwriters required for the transaction
- The underwriting capabilities as determined by excess net capital and distribution networks relative to the size of the transaction
- Performance of each syndicate member in past transactions

Each syndicate will be balanced by capitalization. The number of firms in the syndicate will be based on the size of the issue.

#### **Compliance Reporting/Procedures**

Continuing Disclosure - The College District will comply with SEC Rule 152-12 by filing directly or through a third party dissemination agent with the Municipal Securities Rulemaking Board (MSRB) using its Electronic Municipal Market Access system (EMMA) annual financial statements and certain required financial and operating data, and material event notices.

Arbitrage Rebate Compliance - Adequate recordkeeping will be maintained to meet arbitrage rebate compliance requirements. This includes careful tracking of investment earnings on debt proceeds and remitting any excess earnings to the federal government in a timely manner. An outside compliance specialist will be retained to calculate rebate payments and ensure that the College District maintains compliance with arbitrage rules. Post issuance Procedures are outlined in [C.3.1.1](#) and [C.3.1.2](#).

### **C.3.1 (Policy) Debt Management**

Responsible Department: Vice Chancellor for Finance and Administration

Board Adoption: 5-17-11

Last Board Action: 5-~~19-20~~18-2021

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#### **Rating Agencies**

The Associate Vice Chancellor of Finance and Fiscal Services is responsible for maintaining the primary relationship and communicating with the national rating agencies. This communications effort includes providing periodic updates on the College District's general financial condition along with coordinating meetings and presentations in conjunction with debt issuances.

The College District will request a rating from at least two major rating agencies prior to the issuance of open market transactions.

#### **Investment of Bond Proceeds**

Investment of debt proceeds will comply with the Board of Trustees approved Investment Policy, State laws, and, as appropriate, the Code.

#### **Policy Review**

This Policy will be reviewed annually by the Board of Trustees as part of the Debt Management Plan and updated as needed.

#### **References:**

Texas Education Code Section 130 (130.121130.130), Section 45.108

Chapters 1201, 1207, and 1371, Texas Government Code

Local Government Code, Chapter 303

SEC Rule 15c2-12 (as amended)

SEC Rule 15Ba1-1(d) (3) (vi).

Internal Revenue Code of 1986

Treasury Regulation section 1.141-12

## **Attachment 2**

### Debt Management Policy C-3.1- Recommended Changes (May 18, 2021)

- Associate Vice Chancellor of Finance and Fiscal Services to proceed with certain financing decisions related to a Board Approved Parameter Order.
- Debt with a final maturity of more than 10 years may be structured with an optional redemption in 9 years.

## **Discussion and Possible Action on Amending Policy B.7.2 Legal Representation**

Presented to the Board acting as Committee of the Whole on May 11, 2021, and forwarded to the Board for approval on May 18, 2010.

### **MINUTE ORDER**

**“The Board of Trustees hereby approves the attached revised Policy B.8.1.”**

### **PURPOSE**

To clarify the role of Board Counsel and the Office of Legal Services.

### **BACKGROUND**

The policy deals with the retention of internal and outside legal counsel, including Board counsel. Revisions are to incorporate and clarify the role of Board counsel, to clarify that the Office of Legal Services consists of more than an employed general counsel, and to elaborate upon the role of the general counsel in recommending outside counsel to the Board.

### **IMPLICATIONS:**

Financial: None  
Strategic Objectives: III – Performance Excellence  
Human Resources: None

**ATTACHMENTS:** 1. Policy B.7.2 (Redlined)  
2. Policy B.7.2 (Clean)

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Ross Laughead, J.D.                      Date  
General Counsel

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Dr. Mike Flores,                      Date  
Chancellor



## **B.7.2 (Policy) Legal Representation**

Responsible Department: Office of the Chancellor, Legal Services

Board Adoption: 8-18-09

Last Board Action: ~~5-21-13~~ 5-18-21

~~Last Amended: 11-28-16~~

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### **Legal Representation**

The College District shall retain an employed General Counsel heading an Office of Legal Services including other employed attorneys, paraprofessionals and support staff. The Board shall authorize the General Counsel to retain on behalf of the College District ~~may employ one or more~~ outside attorneys or law firms to provide additional legal representation to the College District, as appropriate to its needs. The ~~College District shall retain a~~ General Counsel, ~~who~~ shall maintain a list of Board-approved outside counsel. Assignment of individual cases and matters among Board-authorized attorneys and law firms shall be made by the General Counsel. The General Counsel may recommend revisions to approved outside counsel for consideration by the Board. The General Counsel may ~~retain~~employ attorneys and law firms outside the Board-approved outside counsel list for matters for which no approved attorney or firm has a required specialization. Such employment, if of an ongoing nature, may be ratified by the Board at a meeting following the meeting of its appropriate Committee at which such retention is reported.

The Office of Legal Services represents the College District, including the Board of Trustees, as its client. The Board nevertheless may direct the retention of outside counsel as Board Counsel to represent the Board as client, as has been the Board's practice since 2003. Any outside Board counsel shall serve at the will of the Board, and may be removed by the vote of a majority of Trustees. The views of the General Counsel shall be considered in the retention and removal of Board counsel. The Board may, but need not, consent to the succession as Board counsel of a well-qualified attorney within the same firm as a retiring or withdrawing Board counsel. Any Board counsel shall work cooperatively with the General Counsel. The scope of a Board counsel's representation of the Board shall be limited to compliance with law applicable to its role and activities (as an independent supplement to the General Counsel), the employment of the Chancellor and the Internal Auditor, and such other matters as the General Counsel may consider appropriate for context regarding legal matters expected to be brought to the Board.

### **B.7.2 (Policy) Legal Representation**

Responsible Department: Office of the Chancellor, Legal Services

Board Adoption: 8-18-09

Last Board Action: ~~5-21-13~~ 5-18-21

~~Last Amended: 11-28-16~~

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## **B.7.2 (Policy) Legal Representation**

Responsible Department: Office of the Chancellor, Legal Services

Board Adoption: 8-18-09

Last Board Action: 5-18-21

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### **Legal Representation**

**General Counsel.** The College District shall retain an employed General Counsel heading an Office of Legal Services including other employed attorneys, paraprofessionals and support staff. The Board shall authorize the General Counsel to retain on behalf of the College District outside attorneys or law firms to provide additional legal representation to the College District, as appropriate to its needs.

The General Counsel shall maintain a list of Board-approved outside counsel. Assignment of individual cases and matters among Board-authorized attorneys and law firms shall be made by the General Counsel. The General Counsel may recommend revisions to approved outside counsel for consideration by the Board. The General Counsel may retain attorneys and law firms outside the Board-approved outside counsel list for matters for which no approved attorney or firm has a required specialization. Such employment, if of an ongoing nature, may be ratified by the Board at a meeting following the meeting of its appropriate Committee at which such retention is reported.

**Board Counsel.** The Office of Legal Services represents the College District, including the Board of Trustees, as its client. The Board nevertheless may direct the retention of outside counsel as Board Counsel to represent the Board as client, as has been the Board's practice since 2003. Any outside Board counsel shall serve at the will of the Board, and may be removed by the vote of a majority of Trustees. The views of the General Counsel shall be considered in the retention and removal of Board counsel. The Board may, but need not, consent to the succession as Board counsel of a well-qualified attorney within the same firm as a retiring or withdrawing Board counsel. Any Board counsel shall work cooperatively with the General Counsel.

The scope of a Board counsel's representation of the Board shall be limited to compliance with law applicable to its role and activities (as an independent supplement to the General Counsel), the employment of the Chancellor and the Internal Auditor, and such other matters as the General Counsel may consider appropriate for context regarding legal matters expected to be brought to the Board.

**B.7.2 (Policy) Legal Representation**

Responsible Department: Office of the Chancellor, Legal Services

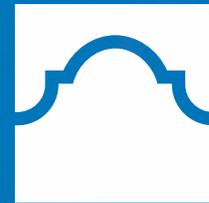
Board Adoption: 8-18-09

Last Board Action: 5-18-21

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DRAFT

VIA Metropolitan Transit Amended and Restated  
Ground Lease with Shared Signage and Shared  
Driveway Easement Attachments  
Northwest Educational and Training Center Site  
Committee of the Whole Meeting May 11, 2021



ALAMO  
COLLEGES  
DISTRICT



Malcolm Baldrige  
National Quality Award  
2018 Award Recipient



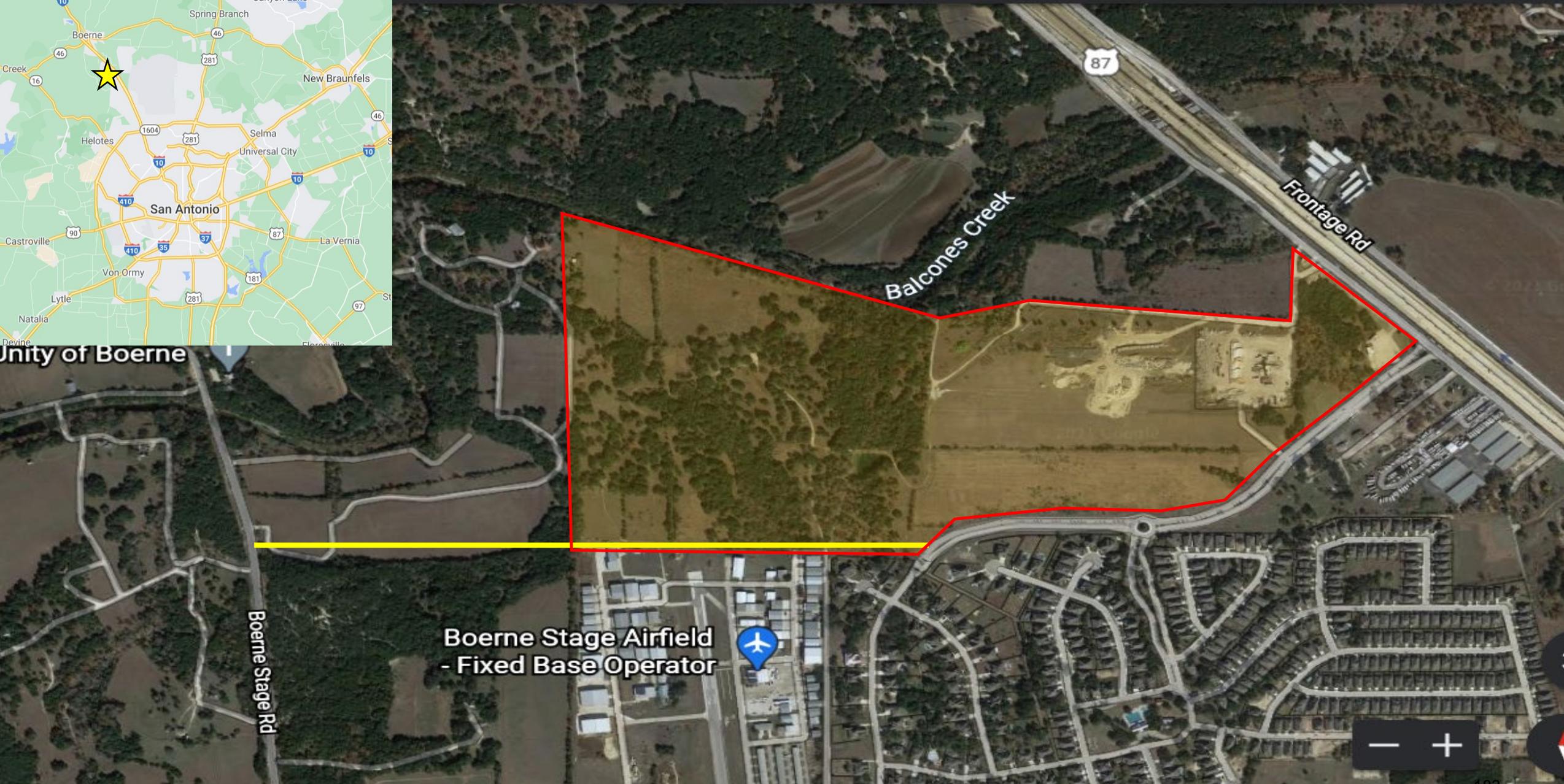
Achieving the Dream LEADER  
COLLEGE  
OF DISTINCTION

# Amended and Restated Ground Lease

- The District ground leased approximately 4.5 acres of its Northwest Education and Training Center property at the intersection of IH-10 East and Balcones Creek Road to VIA Metropolitan Transit for a Park and Ride facility pursuant to Board approval at its April 26, 2016 meeting.
- Now that VIA is prepared to move forward with construction, VIA requests a more detailed amended and restated ground lease, including documentation for a driveway for which it will offer shared access to the adjoining District property and shared signage.



City of Boerne



Boerne Stage Airfield  
- Fixed Base Operator



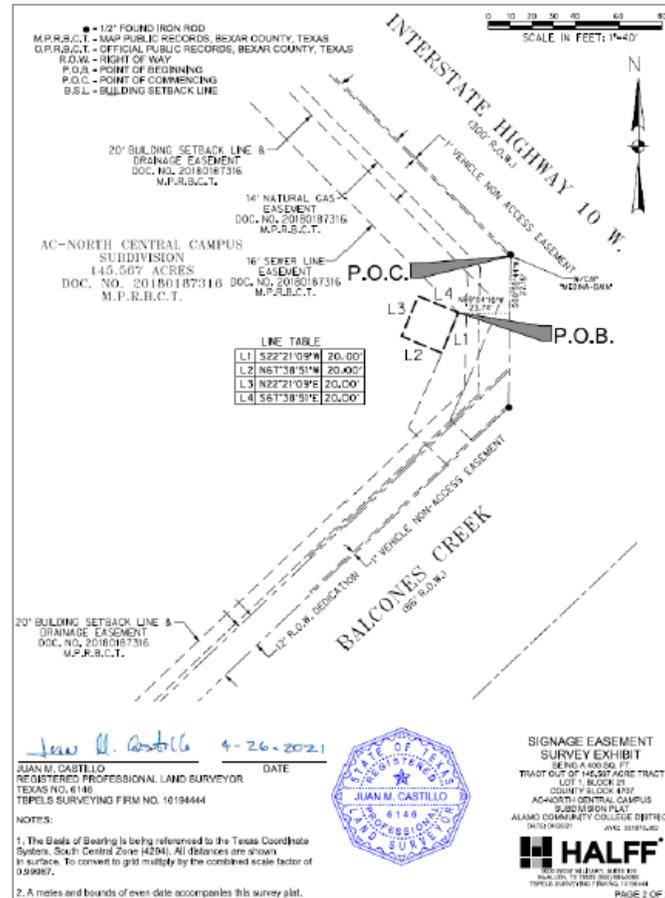
ALAMO  
COLLEGES  
DISTRICT







# Shared Signage Easement Site





## GROUND LEASE AGREEMENT

This Ground Lease Agreement (“Lease” or “Agreement”), is entered into effective the \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the TENANT, VIA METROPOLITAN TRANSIT, a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter called "VIA" and the LANDLORD, ALAMO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as “DISTRICT.” VIA or DISTRICT may also be referenced as a “Party” or collectively as “the Parties”.

Whereas, VIA and the DISTRICT entered into that one certain Lease Agreement executed August 2, 2016 whereby VIA leased from the DISTRICT a parcel of land at the intersection of Interstate 10 East access road and Balcones Creek Blvd. and consisting of approximately 4.6 acres of land (the “Original Lease”); and

Whereas, VIA and the DISTRICT desire to terminate the Original Lease and instead enter into this Ground Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, including the promises of the parties, the receipt and sufficiency of which are acknowledged, the parties agree and act as follows:

1. Definitions. The following terms have the meanings set forth below:
  - a. Leased Premises. A 4.448-acre tract portion of that certain real estate owned by DISTRICT located at the intersection of Interstate Highway 10 East access road and Balcones Creek Boulevard, San Antonio, Bexar County, Texas and more fully identified on **Exhibit A** attached hereto and made a part hereof for all purposes, inclusive of all necessary ingress and egress areas to the 4.448 acres as shown on Exhibit A.
  - b. Lease Year. Each twelve (12) month period commencing on the Effective Date of this Lease.
  - c. Effective Date. The date of execution of this Lease as shown above.
  - d. Site Plan. The initial plan showing improvements to be placed on the Leased Premises by the Tenant and which are approved by the Landlord as evidenced by Landlord’s signature on this Lease and attached hereto and incorporated herein for all purposes as **Exhibit C**.
  - e. Shared Location Site Plan. The plan indicating the location of both shared access routes to the Leased Premises by the Parties as well as the location where the Parties share the right to place their respective signage, this Shared Location Site Plan being attached hereto and incorporated herein for all purposes as **Exhibit D**. The shared access location is further defined and created by the SHARED ACCESS EASEMENT AGREEMENT attached hereto and incorporated herein as **Exhibit E** with the shared signage location being defined and created by the SIGNAGE EASEMENT AGREEMENT attached hereto and incorporated herein as **Exhibit F**.

2. Demise; Term.

- a. Demise. DISTRICT has found a significant public purpose in the enhancement of the availability of VIA public transportation services at the Leased Premises which adjoin additional DISTRICT land intended for development for public educational purposes. DISTRICT hereby leases to VIA and VIA accepts from DISTRICT under the provisions of this Agreement the Leased Premises.
- b. Term. VIA shall have the Leased Premises for an initial term ("initial term") of twenty-five (25) years beginning on the Effective Date and ending at midnight on the last day of the same calendar month. After the initial term, the Lease shall automatically renew for up to two (2) successive ten (10) year terms (each a "renewal term"), unless earlier terminated in accordance with Sections 8 or 10, or unless either Party exercises a termination right under Section 2.c. below.
- c. Termination Right. i. Not less than one hundred eighty (180) days prior to the end of a term, whether it be the initial term or a renewal term, either party may terminate this Lease by providing written notice of termination to the other party, effective at the end of the then current term. Failure to provide proper notice shall result in a waiver of the right to terminate the upcoming renewal term.  
  
ii. If VIA, at any time during the term of this Lease, notifies DISTRICT in writing that VIA has permanently abandoned the Leased Premises, then in any such event this Lease shall terminate and be of no further force and effect. In the event of such permanent abandonment by VIA, VIA agrees to promptly remove its personal property and trade fixtures at VIA's sole expense and file releases of the Signage Easement Agreement and the Shared Access Easement Agreement in the appropriate real property records. Any property remaining on the Leased Premises after the expiration of thirty (30) days following termination shall be the property of DISTRICT. This may include, but is not limited to, concrete structures and asphalt.
- d. Quiet Enjoyment. Upon VIA's timely payment of all Rents due hereunder and observance and performance of all of the covenants, terms and conditions to be observed and performed by VIA, VIA shall have the peaceful and quiet use of the Leased Premises and all rights and privileges appertaining thereto for the Term, subject to the terms and conditions of this Lease.
- e. Delivery. **VIA ACKNOWLEDGES THAT VIA HAS INSPECTED THE LEASED PREMISES AND HEREBY ACCEPTS THE LEASED PREMISES IN THEIR "AS IS" CONDITION FOR ALL PURPOSES WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY DISTRICT EXCEPT AS EXPRESSLY SET FORTH HEREIN. DISTRICT HAS NOT MADE (EXCEPT AS EXPRESSLY SET FORTH HEREIN) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, OR ITS**

**OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME.**

3. Rent. VIA shall pay DISTRICT ONE DOLLAR AND NO/100 DOLLAR (\$1.00), as rent upon execution of this Lease for the initial term of this Lease. For renewal periods, rent is set at and may not exceed ONE DOLLAR AND NO/100 DOLLAR (\$1.00) for each renewal term. DISTRICT shall send an invoice to VIA for the full amount owed on or before the thirtieth (30<sup>th</sup>) day following the first day of the then current renewal period.
  
4. Improvements.
  - a. Construction. VIA hereby warrants and represents that any construction conducted by VIA on the Leased Premises will be completed to industry standards and will substantially conform to the site plan as set out on Exhibit C, which DISTRICT hereby approves and accepts. Construction by VIA will consist of improvements VIA deems necessary for transit related operations, including concrete slab/footing for placement of a bus stop or shelter, asphalt for customer parking lot, signage, benches, trashcans, and other such transit amenities (collectively, the “Transit Improvements”). VIA will develop all construction documents and plans for construction of Transit Improvements on the Leased Premises. To the extent created and substantially completed, VIA will submit draft plans, specifications and working drawings for VIA's construction to DISTRICT once for review and comment, and final versions for prior written approval. Such approval shall not be unreasonably withheld, conditioned, or delayed, and any reasonable withholding, conditioning, or delaying shall pertain only to DISTRICT’s reasonable concerns about matters affecting the District’s property not leased to VIA hereunder. VIA will make available to DISTRICT the “as built” documents, if requested. DISTRICT will use its best efforts to give VIA a written response within thirty (30) days of VIA submitting the documents set forth in this paragraph for approval. If DISTRICT fails to send written notice to VIA regarding approval of the final documents within such time period, then VIA may send written notice to DISTRICT requesting approval of such final plans and such notice may be sent to additional DISTRICT employees (the “Second Notice”). If DISTRICT fails to send written notice to VIA regarding approval of the final documents within ten (10) days from the date of the Second Notice, then VIA may construct the project in accordance with the final plans VIA submitted to DISTRICT. However, VIA agrees to make reasonable alterations to the final plans if DISTRICT has proposed changes to such plans that reasonably concern matters affecting the DISTRICT’s property not leased to VIA hereunder, and DISTRICT submits such proposed changes prior to substantial completion of the construction of the relevant areas.
  
  - b. If any contractors or subcontractors are engaged for construction work on the Leased Premises, VIA will require such contractors and subcontractors to comply with all terms of this Agreement. VIA will require all such contractors and subcontractors to indemnify and hold harmless the DISTRICT from any claims or lawsuits brought against the DISTRICT for any reason as a result of any act or omission of such contractors or subcontractors on the Leased Premises. Each such contractors and subcontractors shall maintain a commercial general liability insurance policy with coverage not less than

\$1,000,000, shall list the DISTRICT as an additional insured on such insurance policy and shall provide proof of insurance to the DISTRICT upon commencement of work on the Leased Premises and upon renewal of such insurance coverage.

- c. Replat. If it is determined that VIA must Replat to obtain a building permit, utility service and/or a certificate of occupancy for the Intended Use (defined below), then Tenant shall have the right to cause the Replat (as defined below) to be prepared, approved by the City, and recorded in the appropriate real property records of the county in which the Leased Premises is located. For purposes hereof, the “Replat “ shall mean a final subdivision plat or replat, as applicable, of Leased Premises that, once approved and recorded, shall cause the Lease Premises to be a separately subdivided lot in accordance with all applicable laws, ordinances, rules and regulations, consistent with the legal descriptions set forth on the exhibits attached hereto (and the exhibits attached to the Signage Easement Agreement and the Shared Access Easement Agreement), with no further platting or re-platting necessary prior to Tenant’s development of the Leased Premises and operation thereon for the Intended Use. Landlord agrees to reasonably cooperate with Tenant in Tenant’s attempts to obtain approval of the Replat in accordance herewith. Tenant shall prepare, submit and obtain approval of the Replat at its own cost and expense.
- d. Signs. During the term of this Lease, the size, number, location and design details of VIA’s sign(s) shall comply with all applicable laws and codes and be subject to DISTRICT’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.
- e. Alterations. During the term of this Lease, structural changes or substantial alterations to the Leased Premises shall be permitted as deemed warranted by VIA. DISTRICT’s approval of the plans, specifications and working drawings for VIA’s alterations shall not be required but VIA agrees to make available to DISTRICT the “as built” documents if requested. All alterations shall be performed in a good and workman like manner and in compliance with all applicable laws and codes.
- f. Maintenance and Repairs. VIA shall be responsible for maintaining the Leased Premises and all Transit Improvements in good and clean condition, including maintenance, repair and replacement as necessary. VIA’s maintenance obligations shall include the following:
  - (i) Prompt removal of all litter, trash and waste;
  - (ii) Maintaining exterior lighting and mechanical facilities in good working order;
  - (iii) Maintaining walks and drainage areas in clean condition;
  - (iv) Maintaining any required buffers and screens;
  - (v) Keeping the Leased Premises and all improvements in good physical condition and appearance; and

- (vi) Repairing all exterior damage (including the effects of ordinary wear and tear) to any Transit Improvements from any cause whatsoever.

In the event VIA fails in its obligation to maintain and repair the Leased Premises and Transit Improvements in good and clean condition, and such failure shall continue for a period of thirty (30) days after written notice thereof by DISTRICT to VIA specifying the failure (unless VIA commences to maintain and repair such condition within such 30 day period and works diligently until such maintenance or repair work is completed), DISTRICT may perform, but shall have no obligation to perform, the maintenance and/or repairs on behalf of VIA. If DISTRICT elects to perform such maintenance and/or repair, VIA shall reimburse DISTRICT for all reasonable costs incurred for such maintenance and repair within thirty (30) days of receipt of invoice for work performed

5. Utilities.

VIA shall arrange with the appropriate utility suppliers for services to the Leased Premises, pay all installation, meter and service charges and deposits required to connect utilities to the Leased Premises, and pay such utility suppliers directly for such services.

6. Use, Transfers.

- a. Use. Except as otherwise provided herein, VIA shall have the exclusive right to use the Leased Premises for the construction, operation, maintenance, inspection, repair, reconstruction, and use of a Transit Park & Ride Facility which includes but is not limited to parking, ticket purchasing, passenger waiting, passenger drop-off and pick-up and any other use associated with mass transit (collectively, the “Intended Use”). The Leased Premises shall not be used for the sale of alcoholic beverages or any purpose other than as stated or reasonably related thereto in this section.
- b. Parking. Subject to VIA’s need and prior use, which shall be paramount, the Parties agree that after the completion of initial VIA construction per this Lease, VIA will make available to DISTRICT the use of up to twenty-five percent (25%) of the available parking spaces located on the Leased Premises subject to the following terms and conditions:
  - i. Only DISTRICT employees, students, agents, contractors and invitees (“Authorized Parties”) may use the parking spaces under these parking provisions.
  - ii. To access the Leased Premises, DISTRICT shall be responsible, at its sole cost and expense, for the production and issuing of DISTRICT Identification placards to individuals whose vehicles do not already bear DISTRICT parking permit stickers but whom DISTRICT determines may utilize a parking space under this Section 6 (b). The placards shall be placed on the vehicle’s dashboard while parked on the Leased Premises. DISTRICT is responsible for instructing all persons using this benefit regarding the matters herein set out.
  - iii. The areas on the Leased Premises shall only be used for ingress, egress and for the purpose of parking single unit motor vehicles consisting of automobiles and trucks with a load capacity no greater than one and one-half (1.5) tons, such vehicles to

conform in size and use to governing laws. Parking shall only be allowed in marked spaces. No other use of the Premises by DISTRICT shall be permitted without the prior written consent of VIA. VIA may tow any vehicles that violate the terms of this Section 6(b) and charge the violator the cost of such towing.

- c. Conduct. VIA shall establish and impose reasonable rules and regulations as it deems necessary for the Leased Premises. VIA shall not engage in waste or any activity at or around the Leased Premises which violates any applicable governmental law, ordinance or regulation, constitutes a hazard or nuisance, produces loud noises or unpleasant odors; provided, however, any use that reasonably qualifies as an Intended Use of the Leased Premises shall not be considered a violation of this paragraph.
- d. Assignment, Subletting. VIA agrees to not transfer, assign, sublet, mortgage or hypothecate ("Transfer") this Lease or VIA's interest in the Leased Premises or any part thereof without the prior written consent of DISTRICT, such consent not to be unreasonably delayed, conditioned, or denied.
- e. Transfer, Mortgage, Encumbrances by DISTRICT. DISTRICT agrees not to convey or mortgage or propose to convey or mortgage all or part of, or any interest in, the Leased Premises without the prior written approval of VIA, such approval not to be unreasonably delayed, conditioned, or denied. DISTRICT further agrees and warrants that it has not, and that it will not create, nor will it permit the creation, of any encumbrances on the Leased Premises during the term of this Lease without first obtaining VIA's prior express written consent and approval. Creation of encumbrances includes, but is not limited to, entering into leases, licenses, easements, restrictions or any other agreement that would encumber in any way the Leased Premises or affect VIA's rights under this Lease. This covenant shall not pertain to any encumbrances existing as of the Effective Date of this lease or to any created by reason of VIA's tenancy hereunder.

7. Indemnification, Insurance.

- a. Indemnification. DISTRICT and VIA acknowledge that they are both political subdivisions of the State of Texas and that they are both subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et seq.* and the remedies authorized therein, regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- b. Insurance. Each party as a Texas local governmental entity shall insure itself and its interest in the Premises according to its assessment of its own needs, including by self-insurance.

If VIA obtains a general liability insurance policy during the term of this Agreement, VIA will include the DISTRICT as an additional insured as to acts or omissions on or related to the Leased Premises and will provide proof of such insurance to the DISTRICT within twenty (20) days of issuance of such insurance policy. If DISTRICT obtains a general liability insurance policy during the term of this Agreement, DISTRICT will include VIA as an additional insured as to acts or omissions on or related to the Leased Premises and

will provide proof of such insurance to VIA within twenty (20) days of issuance of such insurance policy.

8. Condemnation.

(1) Taking of Leased Premises. If the whole of the Leased Premises shall be taken or condemned under the right of eminent domain, then this Lease shall automatically terminate. If less than the whole of the Leased Premises shall be taken or condemned but the part taken or condemned constitutes, in Tenant's sole judgment, such a substantial part of the Leased Premises so that the remaining part of the Leased Premises shall be insufficient for the feasible operation of Tenant's Intended Use, then Tenant shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section 8, whether (a) automatically, or (b) at Tenant's election, then such termination shall be effective as of (a) the date possession is lawfully acquired by the condemning authority or (b) from and after such effective date of termination.

(2) Awards. Tenant shall receive that portion of the total awards or payments that are attributable to Tenant's leasehold interest in the Leased Premises that are taken or damaged by the condemnation. In addition to recovering compensation for the taking or damaging of Tenant's leasehold interest, Tenant shall receive all compensation awarded for the taking or damaging of the actual and constructive improvements made by Tenant to the Premises, including but not limited to Tenant's site improvements and signage. Landlord, Tenant, and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein and be subject first to Tenant being compensated for its leaseholder interest and the actual cost of Tenant's site improvements and signage.

10. Default; Remedies.

a. Events of Default. The following are events of default ("Events of Default"):

Either party fails to perform any material obligation, covenant or condition or to comply with any provisions of the Lease.

b. Remedies. If any Event of Default shall occur and the defaulting party fails to cure such Default, the non-defaulting party may, at its option and following thirty (30) days prior notice to cure to the defaulting party with defaulting party failing to commence to cure in such thirty (30) day period and diligently pursuing such cure until completed, in addition to all other rights and remedies given hereunder or by law or equity have one or more of the following remedies:

(1) Termination. The non-defaulting party may terminate this lease by notice to the defaulting party.

(2) Other Remedies. The non-defaulting party shall have the right to an injunction and to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for. In such event the prevailing party shall be entitled to recover from the non-prevailing party all reasonable expenses incurred in connection with its efforts to prosecute or defend such action, including but not limited to court costs, printing costs and attorney fees.

c. Waiver. No waiver, express or implied, by either party as to any breach of a covenant, condition, or duty of the other party shall be construed as a consent or waiver to take any action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified therein. The receipt and acceptance by DISTRICT of any Rent with knowledge of any breach by VIA shall be deemed not to be a waiver of such breach. One or more waivers by a non-breaching party of any breach of any covenant, term, or condition of this Lease by the breaching party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Consent to or approval of any act by a Party requiring consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar acts. The failure to enforce the provisions of this Lease or rules and regulations established hereunder shall not be deemed a waiver of such provisions or rules and regulations.

11. General Provisions.

a. Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All notices shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three (3) days after the notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party that such notice address shall change:

DISTRICT:

Alamo Community College District  
ATTN: Director of Administrative Services, Facilities Department  
2222 N. Alamo St.  
San Antonio, Texas 78215  
Email: rreyes270@alamo.edu

VIA:

VIA Metropolitan Transit  
ATTN: Manager of Real Estate  
123 N Medina  
San Antonio, TX 78207  
Email: Olivia.ivie@viainfo.net

All notices shall also be sent by email to the respective address set forth above.

- b. Entire Agreement, Assignment, and Modification. VIA acknowledges that neither DISTRICT nor any one in DISTRICT's behalf has made any representation, warranty or promise with respect to the Leased Premises except as expressly set forth in this Lease. This Lease and its Exhibits embodies the entire agreement and understanding between the parties and supersedes all prior negotiations, agreements and understandings, **including the Original Lease, such Original Lease being terminated as of the Effective Date of this Lease.** VIA may not assign its rights or obligations under this Lease or sublease the Leased Premises without first obtaining the prior written consent of the DISTRICT which may be granted or denied in the sole discretion of the DISTRICT. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought.
- c. Memorandum. This Lease shall not be recorded in any public records. Instead, Landlord shall execute a Memorandum of Lease (herein so-called), the form of which is attached hereto as Exhibit "B", for recordation in the county in which the Leased Premises are located, at Tenant's expense, after lease execution.
- d. Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease other than of the obligations of VIA to pay Rent and other payments as they become due under this Lease for so long as such performance is prevented, delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, epidemic, pandemic or orders of government or civil or military authorities.
- g. Environmental Representations. VIA will not permit the storage, release, or disposal of hazardous materials or toxic waste, as defined by federal and state law, on the Leased Premises.
- h. Surrender. Upon the expiration of the Term or earlier termination of this Lease, VIA shall surrender the Leased Premises to DISTRICT. If VIA is not then in material default under this Lease, VIA may remove all benches, trashcans, all transit related items, trade fixtures, inventory, stock-in-trade, furniture and other property ("VIA's Property") installed by VIA. All other installations or improvements, including all utility facilities, paneling, decorating, partitions, railings, mezzanine floors, asphalt, concrete slabs/fittings and galleries made or installed by either Party shall be and become upon termination of the Agreement the property of DISTRICT and shall be surrendered with the Leased Premises at the expiration or termination. Any VIA Property not removed within thirty (30) days of the termination

of the Agreement may, at DISTRICT's option, be deemed to have been abandoned by VIA and may be retained by DISTRICT without any claim by VIA or liability to VIA for such use by DISTRICT.

- i. Holding Over. If VIA does not immediately surrender possession of the Leased Premises upon the expiration of the Term or earlier termination of this Lease, VIA shall thereafter become a tenant from month-to-month subject to all other conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.
- j. Applicable Law, Venue, Construction. The laws of Texas shall govern the validity, performance and enforcement of this Lease. Venue shall be in Bexar County, Texas for the purposes of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid.
- k. Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.
- l. Captions. The captions are for convenience and do not limit or define the provisions of this Lease
- m. Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine or feminine gender.
- n. Litigation Costs. In the event that it should become necessary for any Party to engage an attorney or institute litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses and court costs from the non-prevailing party.
- o. By their respective signatures below, the Parties warrants that they each have full right and authority to enter into this Lease. This Lease may be executed by counterparts, each of which shall be deemed an original, and together the counterparts shall comprise the Lease. Either party may deliver a copy of its executed signature page to this Lease in portable document format (.PDF) or may execute this Lease by electronic signature utilizing DocuSign or any similar technology, and all such .PDF or electronic signatures will be deemed original executed signature pages binding on the party or parties that so delivered them.

*[The remainder of this page intentionally left blank;  
signature page immediately follows.]*

**IN WITNESS WHEREOF**, the said parties have caused this Lease to be executed on the date of their respective acknowledgments but effective as of the Effective Date as defined herein.

**TENANT:**

VIA METROPOLITAN TRANSIT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDLORD:**

ALAMO COMMUNITY COLLEGE DISTRICT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBITS**

- A REAL PROPERTY DESCRIPTION OF LEASED PREMISES
- B MEMORANDUM OF LEASE
- C SITE PLAN AS APPROVED BY BOTH LANDLORD AND TENANT
- D SITE PLAN SHOWING SHARED ACCESS DRIVE AND SHARED SIGNAGE AREA
- E SHARED ACCESS EASEMENT AGREEMENT
- F SIGNAGE EASEMENT AGREEMENT

**EXHIBIT A  
REAL PROPERTY DESCRIPTION**

Page 1 of 3

**METES AND BOUNDS**

BEING a 4.448 acre (193,747 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 4.448 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 14.20 feet, having a delta angle of 01°04'38", a radius of 755.00 feet, and chord bearing of South 45°11'22" West, a chord distance of 14.20 feet to a 1/2-inch iron rod with cap stamped "Half" set for the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 106.20 feet, having a delta angle of 08°03'33", a radius of 755.00 feet, and chord bearing of South 40°37'16" West, a chord distance of 106.11 feet to a 1/2-inch iron rod with cap stamped "Half" set, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" set at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45°00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" set at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 243.03 feet to a 1/2-inch iron rod with cap stamped "Half" set in the westerly line of a 60-foot Egress and Ingress Tract 3 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the easterly corner of the herein described tract;

EXHIBIT A  
(CONTINUED)

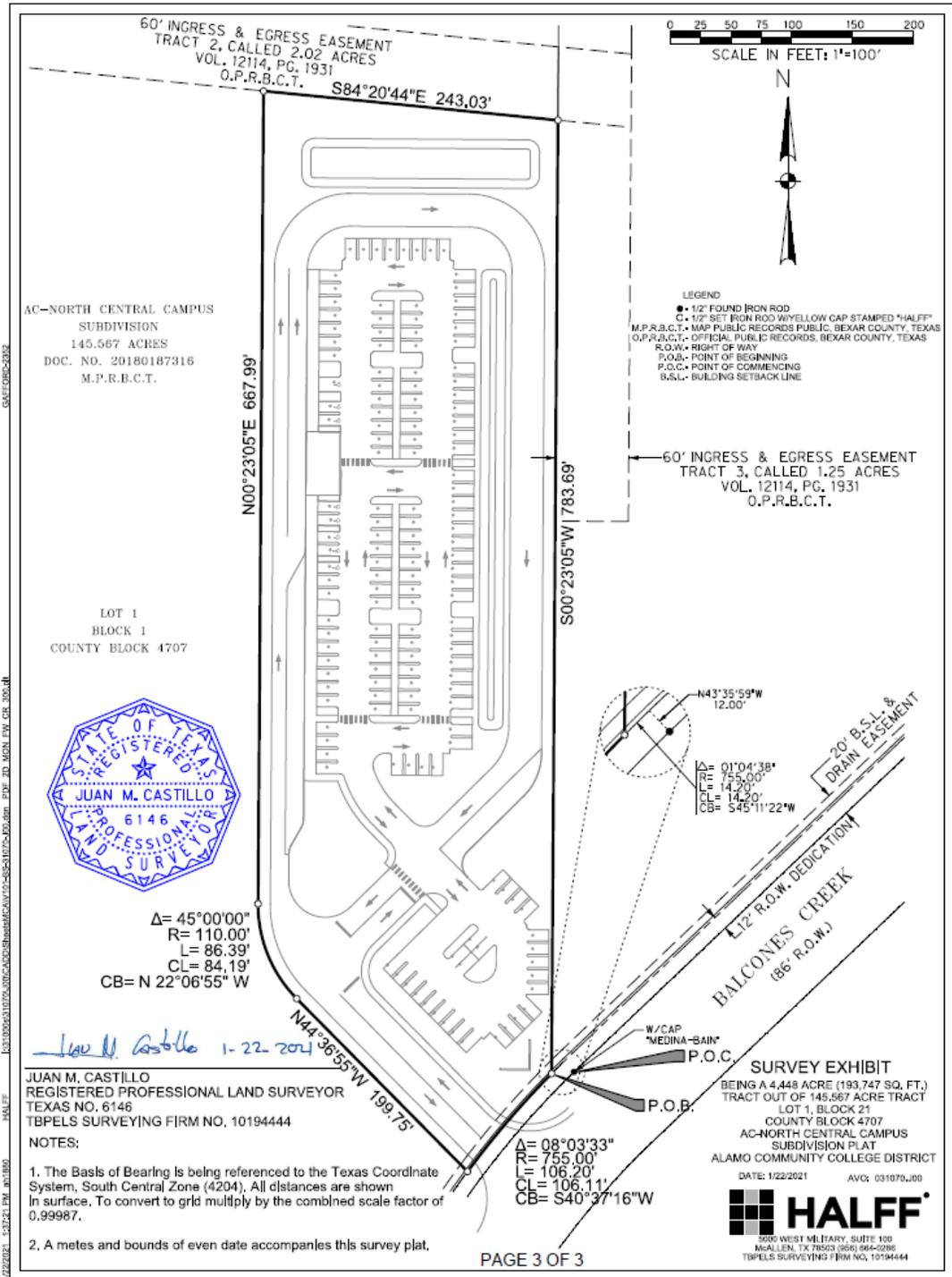
Page 2 of 3

THENCE, South 00° 23' 05" West, along said west line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, at a distance of 329.46 feet; pass the southwest corner of said 60-foot Egress and Ingress Tract 2 Easement, continuing over and across said 145.567 acre tract, for a total of distance of 783.69 feet to the POINT OF BEGINNING and containing an area of 4.448 acre (193,747 sq. ft.), more or less.



*Juan M. Castillo* 1-22-2014

EXHIBIT A  
(CONTINUED)





Section 4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the Parties and their respective successors and assigns, subject however, to the provisions of the Lease regarding assignment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum to be effective as of the later of the dates set forth below.

**TENANT**

VIA METROPOLITAN TRANSIT, a Texas metropolitan transit authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of VIA METROPOLITAN TRANSIT, a metropolitan transit authority duly organized and validly existing under the laws of the State of Texas, on behalf of said metropolitan transit authority.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

**LANDLORD:**

ALAMO COMMUNITY COLLEGE DISTRICT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF BEXAR §

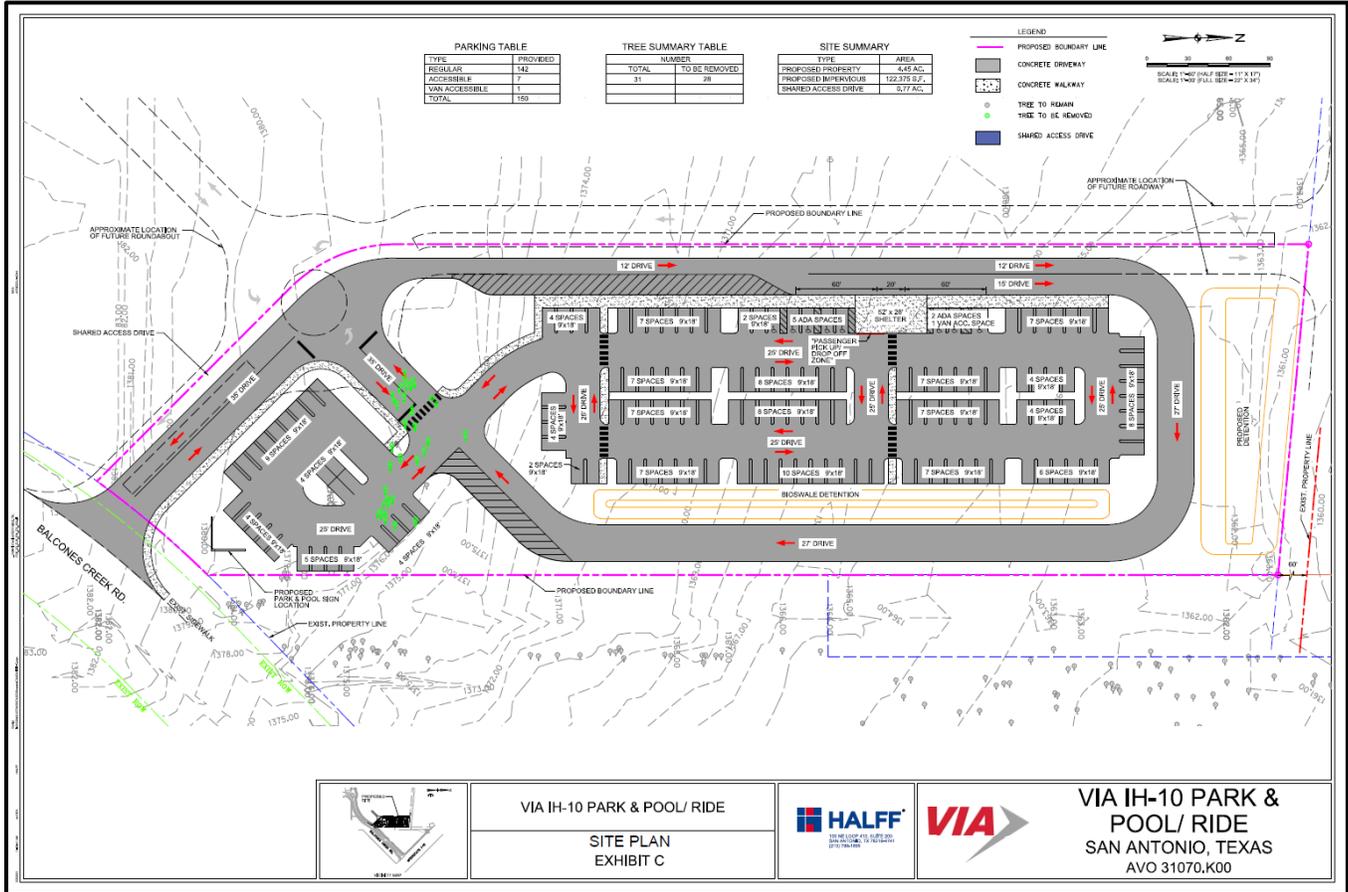
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of ALAMO COMMUNITY COLLEGE DISTRICT, on behalf of such DISTRICT.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

**After recording return to:**  
**VIA Metropolitan Transit**  
**Attn: Real Estate Department**  
**123 N Medina St.**  
**San Antonio, TX 78207**

# EXHIBIT C SITE PLAN



VIA IH-10 PARK & POOL/ RIDE  
SITE PLAN  
EXHIBIT C



VIA IH-10 PARK & POOL/ RIDE  
SAN ANTONIO, TEXAS  
AVO 31070.K00



EXHIBIT E  
**SHARED ACCESS EASEMENT AGREEMENT**

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

### SHARED ACCESS EASEMENT AGREEMENT

This Shared Access Easement Agreement (“Easement” or “Agreement”), is entered into by and between VIA METROPOLITAN TRANSIT , a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter called "VIA", and ALAMO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as “DISTRICT.”

WHEREAS, VIA is under a ground lease for a 4.448-acre tract out of a certain 145.567 acre tract (the “Ground Lease”), said 4.448-acre tract being shown and described on Exhibit “A” attached hereto and incorporated herein (the “VIA Tract”);

WHEREAS, in connection with VIA’s development of the VIA Tract, the parties hereby desire to establish a shared access area of approximately 0.705 acres (the “Shared Access Area”) within the Ground Lease for future use/access by DISTRICT and VIA, said 0.705-acre tract being shown and described on Exhibit “B”, attached hereto and incorporated herein; and

WHEREAS, the effectiveness of this Agreement is contingent upon VIA leasing the VIA Tract;

NOW THEREFORE, for and in consideration for the mutual covenants, agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals which are incorporated herein for all purposes, the parties hereby agree as follows:

1. Shared Access Easement. DISTRICT has granted, sold and conveyed and by these presents does grant, sell and convey unto VIA and its respective successors and assigns, a non-exclusive easement (the “Shared Access Easement”) for pedestrian, vehicular, equipment, and/or machinery ingress and egress upon, over and across the Shared Access Area, and the right to construct, improve, maintain, repair, restore, and reconstruct a road and related appurtenances and improvements, including but not limited to curbing, medians, sidewalks, and lighting, upon, over, and across the Shared Access Area as is or may be necessary or appropriate for VIA’s use (collectively, the “Shared Access Drive”) for the benefit of the VIA Tract. Notwithstanding anything to the contrary, DISTRICT reserves the right, except for times of construction or maintenance to the Shared Access Drive, to the continued use and enjoyment of the Shared Access Easement for pedestrian, vehicular, equipment, and/or machinery ingress and egress. DISTRICT waives any further right to make use of the surface of the Shared Access Easement that is inconsistent with the purpose of this Agreement. No party utilizing the Shared Access Easement shall construct improvements thereon (excluding VIA’s improvements related to the Shared Access Drive), or block or interfere with access over and

across the same by, in whole or in part, closing, blocking, relocating or otherwise altering in any way the Shared Access Drive without VIA or DISTRICT's prior written consent as applicable; provided, however, the foregoing shall not be construed to prohibit a temporary closure of the Shared Access Drive that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by law, (iii) reasonably necessary in connection with the performance of maintenance and repairs, or (iv) due to an emergency, provided that in each such case, if practical, alternative access reasonably acceptable to the other party is available at all times during such temporary closure. The closing party shall use good faith diligent efforts to reopen such access promptly after any emergency or temporary closures.

2. Driveway/Surface Modification. Subject to the terms and conditions contained in the Ground Lease, VIA will construct and thereafter alter in its discretion the initial Shared Access Drive improvements within the Shared Access Easement as shown on Exhibit "B", all at VIA's sole cost and expense. Notwithstanding the foregoing, DISTRICT has the right to modify any or all of the improvements within the Shared Access Easement for its purposes so long as such purposes are not inconsistent with the purpose of this Agreement, including but not limited to roundabout construction and north drive curb connection. DISTRICT shall submit the design plan(s) to VIA for review and prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. VIA shall have 14 business days to review the design plan(s), including but not limited to the driveway specifications with regard to circulation of traffic and the impact the changes may have on VIA's use and purpose of the Shared Access Easement, and approve the plans or present its objections. Should the modifications move the location of the Shared Access Drive and be agreed to by VIA in writing, the DISTRICT will pay for a survey showing the location of the new Shared Access Drive together with metes and bounds legal description and will execute an amendment to this Agreement in recordable form showing the new location of the Shared Access Drive. The Parties agree to cooperate in good faith to reach a resolution to any of VIA's concerns or objections to the design plans, if any. Approval by VIA, if occurring, must be in writing. DISTRICT agrees that it shall not commence construction of any modification of improvements until VIA's prior written approval is received. All costs for DISTRICT's improvements, including but not limited to the architectural, engineering, design, survey, construction and permitting of driveway modifications, will be at DISTRICT's sole cost and expense.

3. Repairs & Maintenance of Shared Access Drive. VIA shall make any and all necessary repairs and perform all maintenance to the Shared Access Drive until such time that DISTRICT substantially modifies the Shared Access Drive. For purposes of this Agreement, the term "substantially modifies" means performing any modification for which a permit is required and/ or the modification costs more than ten thousand dollars (\$10,000.00). Upon completion of its modification(s) to the Shared Access Drive, DISTRICT shall be solely responsible for all repairs and maintenance to the Shared Access Drive, except repairs and maintenance to the physical road within the Shared Access Drive. Regarding the physical road, after substantial modifications, the parties agree to share the cost and responsibility of all repairs and maintenance of the physical road within the Shared Access Easement equally between the parties. VIA shall facilitate all necessary repairs and maintenance of the physical road within the Shared Access Drive and will invoice DISTRICT for its portion of said costs. DISTRICT agrees to submit full payment for its portion of said costs within 45 calendar days after invoice submittal. Except in case of an emergency requiring immediate remediation, if it is reasonably expected that any single repair or maintenance operation to the road will exceed the amount of \$10,000, VIA shall notify DISTRICT in writing before such work is

contracted seeking the DISTRICT's written approval, such approval not to be unreasonably withheld, conditioned, or delayed.

4. Electrical. The parties anticipate that prior to DISTRICT substantially modifying the Shared Access Drive, the costs of electrical service to the electrical facilities within the Shared Access Easement may be included within VIA's electrical account servicing the VIA Tract. In such event, VIA will be responsible for payment of all electrical costs to the electrical facilities within the Shared Access Easement that are already included within VIA's electrical account servicing the VIA Tract at and after the time of the substantial modification. However, once DISTRICT's substantial modification is complete, DISTRICT will be responsible for the repair and maintenance of any and all electrical facilities within the Shared Access Easement, and DISTRICT will be responsible for the costs of electrical service to any electrical facilities established during the substantial modification or thereafter. Any costs of electrical service to the electrical facilities within the Shared Access Easement that are on DISTRICT's account shall be DISTRICT's sole responsibility.

5. Past Due Sums. If DISTRICT fails to submit full payment for its portion of the costs described in Section 3 above within 45 calendar days after invoice submittal, then the defaulted payment shall bear interest at the lesser of (a) the highest interest rate allowed under Texas law and (b) the rate of ten percent (10%) per annum from the date said sum was originally due until paid. In addition, if VIA files suit to collect any unpaid sums, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs.

6. This Agreement shall be binding upon the parties hereto, their successor, heirs and assigns, and shall automatically terminate upon the expiration or termination of the Ground Lease between VIA and DISTRICT.

7. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. Any notice required under this Agreement shall be in writing and sent pursuant to the notice addresses and terms set out in the Ground Lease.

This Agreement is executed by the parties hereto on the acknowledgement dates set forth below to be effective for all purposes.

*[Signature Pages Follow]*

VIA SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**VIA METROPOLITAN TRANSIT,**  
a Texas Metropolitan Transit Authority

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Olivia Ivie, Manager of Real Estate Services for VIA METROPOLITAN TRANSIT, a Texas metropolitan transit authority, on behalf of said metropolitan transit authority.

DISTRICT SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**ALAMO COMMUNITY COLLEGE DISTRICT**  
a political subdivision of the State of Texas

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of ALAMO COMMUNITY  
COLLEGE DISTRICT, on behalf of said DISTRICT.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A  
VIA LEASE SITE**

Page 1 of 3

**METES AND BOUNDS**

BEING a 4.448 acre (193,747 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 4.448 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 14.20 feet, having a delta angle of 01°04'38", a radius of 755.00 feet, and chord bearing of South 45°11'22" West, a chord distance of 14.20 feet to a 1/2-inch iron rod with cap stamped "Half" set for the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 106.20 feet, having a delta angle of 08°03'33", a radius of 755.00 feet, and chord bearing of South 40°37'16" West, a chord distance of 106.11 feet to a 1/2-inch iron rod with cap stamped "Half" set, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" set at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45°00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" set at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 243.03 feet to a 1/2-inch iron rod with cap stamped "Half" set in the westerly line of a 60-foot Egress and Ingress Tract 3 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the easterly corner of the herein described tract;

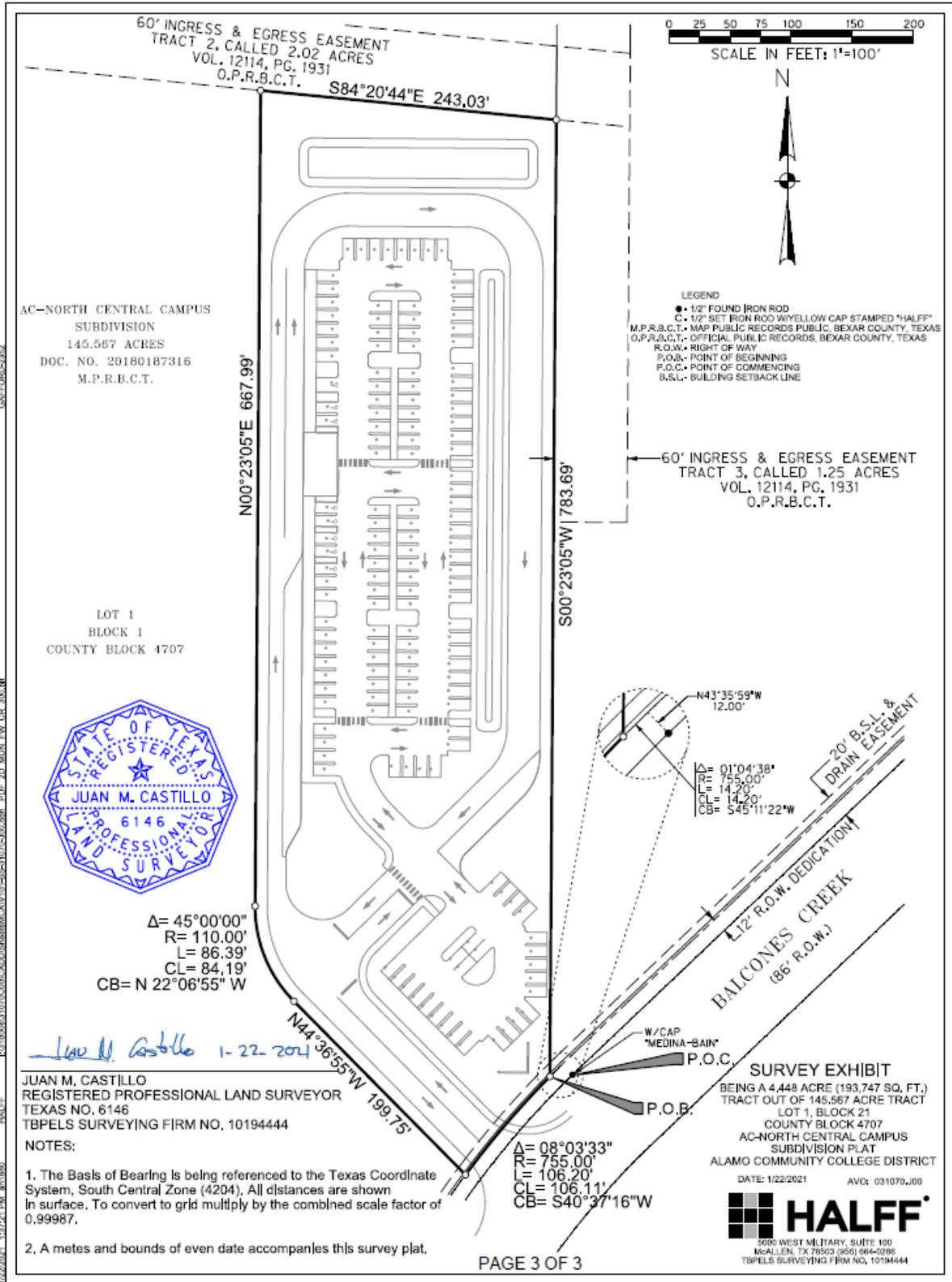
**EXHIBIT A (CONTINUED)**

THENCE, South 00° 23' 05" West, along said west line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, at a distance of 329.46 feet; pass the southwest corner of said 60-foot Egress and Ingress Tract 2 Easement, continuing over and across said 145.567 acre tract, for a total of distance of 783.69 feet to the POINT OF BEGINNING and containing an area of 4.448 acre (193,747 sq. ft.), more or less.



*Juan M. Castillo* 1-22-2014

EXHIBIT A (CONTINUED)



**EXHIBIT B**  
**SHARED ACCESS DRIVE**

Page 1 of 4

METES AND BOUNDS  
DRIVEWAY

BEING a 0.705 acre (30,705 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 0.705 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 75.31 feet, having a delta angle of 05°42'54", a radius of 755.00 feet, and chord bearing of South 42°52'14" West, a chord distance of 75.28 feet to a point of curvature of a curve to the left the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 48.49 feet, having a delta angle of 03°40'49", a radius of 755.00 feet, and chord bearing of South 38°25'54" West, a chord distance of 48.49 feet to a 1/2-inch iron rod with cap stamped "Half" found, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" found at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45 °00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" found at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 22.09 feet to a point, for the northeasterly corner of the herein described tract;

**EXHIBIT B (CONTINUED)**

THENCE, South 00° 23' 05" West, leaving said 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 631.51 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 44.22 feet, having a delta angle of 84°27'18", a radius of 30.00 feet, and chord bearing of South 41°50'34" East, a chord distance of 40.32 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 10.73 feet, having a delta angle of 09 °27'18", a radius of 65.00 feet, and chord bearing of South 79°20'34" East, a chord distance of 10.71 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60 °00'00", a radius of 30.00 feet, and chord bearing of North 75°23'05" East, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 35.00 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60°00'00", a radius of 30.00 feet, and chord bearing of South 15°23'05" West, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 21.89 feet, having a delta angle of 19 °17'39", a radius of 65.00 feet, and chord bearing of South 04°58'05" East, a chord distance of 21.79 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 43.02 feet, having a delta angle of 49°17'39", a radius of 50.00 feet, and chord bearing of South 19°58'05" East, a chord distance of 41.70 feet to a point, for an angle corner of the herein described tract;

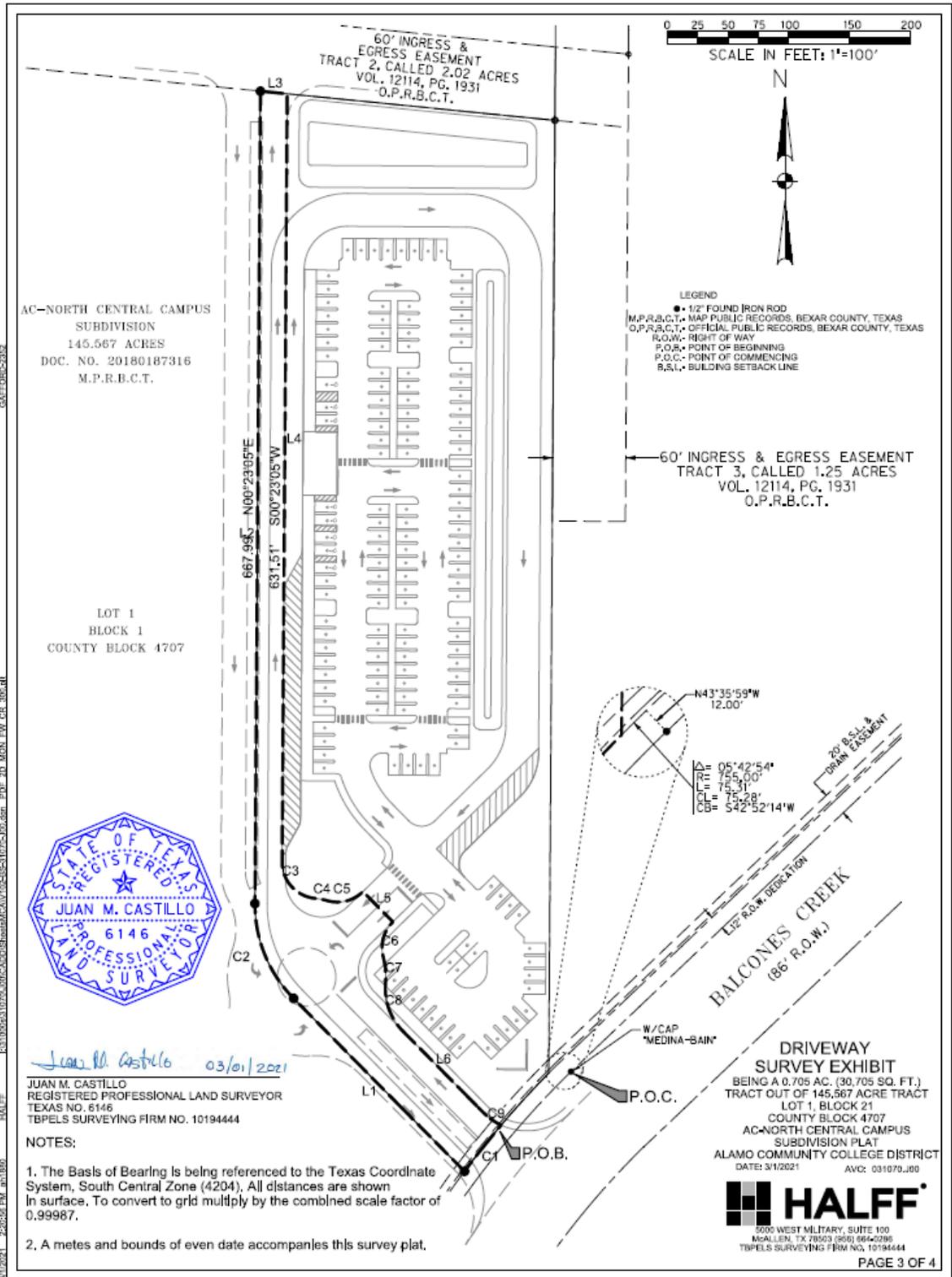
THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 94.29 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 17.78 feet, having a delta angle of 20°22'40", a radius of 50.00 feet, and chord bearing of South 54°48'15" East, a chord distance of 17.69 feet to the **POINT OF BEGINNING** and containing an area of 0.705 acre (30,705 sq. ft.) tract of land, more or less.



Juan M. Castillo 03/01/2021

EXHIBIT B (CONTINUED)



## EXHIBIT B (CONTINUED)

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CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	755.00 L	48.49'	03° 40' 49"	S 38° 25' 54" W	48.49'
C2	110.00 R	86.39'	45° 00' 00"	N 22° 06' 55" W	84.19'
C3	30.00 L	44.22'	84° 27' 18"	S 41° 50' 34" E	40.32'
C4	65.00 R	10.73'	09° 27' 18"	S 79° 20' 34" E	10.71'
C5	30.00 L	31.42'	60° 00' 00"	N 75° 23' 5" E	30.00'
C6	30.00 L	31.42'	60° 00' 00"	S 15° 23' 5" W	30.00'
C7	65.00 R	21.89'	19° 17' 39"	S 04° 58' 5" E	21.79'
C8	50.00 L	43.02'	49° 17' 39"	S 19° 58' 5" E	41.70'
C9	50.00 L	17.78'	20° 22' 40"	S 54° 48' 15" E	17.69'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44° 36' 55" W	199.75'
L2	N 00° 23' 05" E	667.99'
L3	S 84° 20' 44" E	22.09'
L4	S 0° 23' 05" W	631.51'
L5	S 44° 36' 55" E	35.00'
L6	S 44° 36' 55" E	94.29'

**NOTES:**

1. The Basis of Bearing is being referenced to the Texas Coordinate System, South Central Zone (4204). All distances are shown in surface. To convert to grid multiply by the combined scale factor of 0.99987.
2. A metes and bounds of even date accompanies this survey plat.

**DRIVEWAY  
SURVEY EXHIBIT**  
 BEING A 0.705 AC. (30,705 SQ. FT.)  
 TRACT OUT OF 145,567 ACRE TRACT  
 LOT 1, BLOCK 21  
 COUNTY BLOCK 4707  
 AC-NORTH CENTRAL CAMPUS  
 SUBDIVISION PLAT  
 ALAMO COMMUNITY COLLEGE DISTRICT  
3/1/2021 AVO: 031070.J00



500 WEST MILITARY, SUITE 100  
 McALLEN, TX 78103 (956) 684-0266  
 TPELS SURVEYING FIRM NO. 10194444

**EXHIBIT F**  
**SIGNAGE EASEMENT AGREEMENT**

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

### **Signage Easement Agreement**

This Signage Easement Agreement (the “Easement” or this “Agreement”) is entered into by and between ALAMO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as “DISTRICT” or “GRANTOR”, and VIA METROPOLITAN TRANSIT, a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter referred to as “VIA” or “GRANTEE”.

WHEREAS, VIA is under a ground lease for a 4.448-acre tract (the “Ground Lease”), the tract being shown and described in Exhibit “A”, attached hereto and incorporated herein for all purposes (the “Via Tract”), which is out of a 145.567-acre tract of land (the “District Tract”), the tract being shown and described in Exhibit “B”, attached hereto and incorporated herein.

WHEREAS, in connection with VIA’s development of the VIA Tract, the parties hereby wish that VIA design, manage, permit, construct, and install signage on the tract of land being shown and described in Exhibit “C” attached hereto and incorporated herein for all purpose (the “Signage Easement Area”).

WHEREAS, this effectiveness of this Agreement is contingent upon VIA leasing the VIA Tract.

NOW, THEREFORE, for good and in consideration of the mutual covenants, agreements, and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, DISTRICT grants, sells, and conveys to VIA an easement and right-of-way in, on, over, across, and upon the Signage Easement Area for the construction, operation, inspection, maintenance, repair, replacement, redesign, upgrade, decommissioning, abandonment in place, and removal of signage (collectively, the “Signage Rights”), and the parties agree as follows:

1. VIA is responsible for initially designing and constructing the signage and shall pay all costs related to such work. DISTRICT authorizes VIA to clear any improvements currently located within the Signage Easement Area that were not installed pursuant to an instrument recorded in the Bexar County Real Property Records.
2. DISTRICT will have an opportunity to approve the proposed design of the signage in writing, but such approval shall not be unreasonably withheld, conditioned, or delayed. DISTRICT will use best efforts to give VIA a written response from DISTRICT within twenty-one (21) days of VIA submitting the proposed designed of the signage to DISTRICT.
3. DISTRICT will have an opportunity to approve the proposed location of the signage within the Signage Easement Area, but such approval shall not be unreasonably withheld, conditioned, or

delayed. DISTRICT will use best efforts to give VIA a written response from DISTRICT within fourteen (14) days of VIA submitting the proposed location of the signage to DISTRICT.

4. DISTRICT grants, sells and conveys the right of reasonable ingress and egress to and from the Signage Easement Area over and across the District Tract for the purposes of construction, operation, inspection, maintenance, repair, replacement, redesign, upgrade, decommissioning, abandonment in place, and removal of signage (the “Access Rights”).
5. VIA must comply with all permitting and other laws and regulations related to its exercise of any or all of the Signage Rights.
6. At any time in the future, DISTRICT may re-design and reconstruct the signage at DISTRICT’s sole cost and expense. Prior to altering the existing signage, DISTRICT must first get written approval by VIA on the signage’s re-design and location but such approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the re-design’s dimensions may not be smaller than those of the existing signage. Should the location be outside of the Signage Easement Area and agreed to by VIA, the DISTRICT shall pay for a survey showing the location of the signage and sign an amendment to this Signage Easement Agreement in recordable form showing the new location of the signage.
7. VIA will use best efforts to give DISTRICT a written response from VIA within fourteen (14) days of DISTRICT submitting the proposed re-design and location of the signage to VIA.
8. At any time in the future, VIA may re-design and/or reconstruct the signage within the Signage Easement Area, at VIA’s sole cost and expense. Prior to altering the existing signage, VIA must first get written approval by DISTRICT on the signage’s re-design and location but such approval shall not be unreasonably withheld, conditioned, or delayed.
9. DISTRICT will use best efforts to give VIA a written response from DISTRICT within fourteen (14) days of VIA submitting the proposed re-design and location of the signage to DISTRICT.
10. VIA will be responsible for any utility costs generated by the signage while this Agreement is in place.
11. If VIA terminates the Ground Lease or abandons the Signage Easement, then the Signage Easement shall terminate together with any and all of VIA’s obligations herein. VIA shall have the right to terminate this Signage Easement, in its sole and absolute discretion, at any time.
12. VIA shall retain all right, title, and ownership interest the signage improvements installed on the Signage Easement Area that were designed and installed by VIA unless VIA releases its interest in the signage improvements in writing.
13. DISTRICT shall not construct any other aboveground improvements within the Signage Easement Area. DISTRICT shall not construct any belowground improvements within the Signage Easement Area that may damage the integrity of the signage.

14. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one and the same instrument. Signature pages may be detached and compiled into one instrument to avoid duplication of pages.
15. The terms, covenants, and provisions of this Agreement shall run with the land and shall inure to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of each of the parties hereto. GRANTOR's and GRANTEE's rights are not assignable, in whole or in part, absent negotiation of a separate written agreement to the contrary.
16. If any part, term, or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over said land, GRANTOR, or GRANTEE, held to be illegal, void, or unenforceable, or to be in conflict with the law of the state in which said land lies, the validity of the remaining provisions or portions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. In any suit arising under this agreement or relating in any way to the obligations of the parties hereunder, GRANTOR and GRANTEE agree that venue for such suit shall be in a court of appropriate jurisdiction in Bexar County, Texas.
18. Any notice required under this Signage Easement Agreement shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three days after the notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party that such notice address shall change:

DISTRICT:

Alamo Community College District  
ATTN: Director of Administrative Services, Facilities Department  
2222 N. Alamo St.  
San Antonio, Texas 78215  
Email: rreyes270@alamo.edu

VIA:

VIA Metropolitan Transit  
ATTN: Manager of Real Estate  
123 N Medina  
San Antonio, TX 78207  
Email: Olivia.ivie@viainfo.net

All notices shall also be sent by email to the respective address set forth above.

TO HAVE AND TO HOLD the same, subject to the terms hereof, perpetually to VIA and its successors and assigns together with the rights and privileges to enter the Signage Easement Area to exercise any or all of the Signage Rights and/or Access Rights. DISTRICT does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Signage Easement Area and/or Access Rights granted unto VIA, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof by, through or under DISTRICT but not otherwise subject to the matters set forth herein.

**IN WITNESS WHEREOF**, the said parties have caused this Signage Easement to be executed on the later date on which this Signage Easement has been signed by both GRANTOR and GRANTEE.

**GRANTOR:**

ALAMO COMMUNITY COLLEGE DISTRICT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS            §

COUNTY OF BEXAR           §  
  §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of ALAMO COMMUNITY COLLEGE DISTRICT, on  
behalf of such DISTRICT.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

VIA METROPOLITAN TRANSIT,  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



METES AND BOUNDS

BEING a 4.448 acre (193,747 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 4.448 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 14.20 feet, having a delta angle of 01°04'38", a radius of 755.00 feet, and chord bearing of South 45°11'22" West, a chord distance of 14.20 feet to a 1/2-inch iron rod with cap stamped "Half" set for the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 106.20 feet, having a delta angle of 08°03'33", a radius of 755.00 feet, and chord bearing of South 40°37'16" West, a chord distance of 106.11 feet to a 1/2-inch iron rod with cap stamped "Half" set, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" set at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45 °00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" set at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 243.03 feet to a 1/2-inch iron rod with cap stamped "Half" set in the westerly line of a 60-foot Egress and Ingress Tract 3 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the easterly corner of the herein described tract;

**EXHIBIT A (CONTINUED)**

THENCE, South 00° 23' 05" West, along said west line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, at a distance of 329.46 feet; pass the southwest corner of said 60-foot Egress and Ingress Tract 2 Easement, continuing over and across said 145.567 acre tract, for a total of distance of 783.69 feet to the POINT OF BEGINNING and containing an area of 4.448 acre (193,747 sq. ft.), more or less.



*Juan M. Castillo* 1-22-2024

**EXHIBIT A (CONTINUED)**



**EXHIBIT C**

REAL PROPERTY DESCRIPTION OF SIGNAGE EASEMENT AREA

METES AND BOUNDS  
SIGNAGE EASEMENT

BEING a 400 sq. ft. tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 400 sq. ft. tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at the intersection of the southerly right of way line of Interstate Highway 10 West (300.0' right of way) and the westerly right of way line of Balcones Creek (86' right of way);

THENCE, South 00° 55' 44" West, along said westerly of way line of Balcones Creek, a distance of 27.15 feet to a point;

THENCE, North 89° 04' 16" West, leaving said westerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 23.74 feet to the **POINT OF BEGINNING**, same being the easterly corner of the herein described tract;

THENCE, South 22° 01' 09" West, over and across said 145.567 acre tract, a distance of 20.00 feet to a point, for the southerly corner of the herein described tract;

THENCE, North 67° 38' 51" West, over and across said 145.567 acre tract, a distance of 20.00 feet to a point, for the westerly corner the herein described tract;

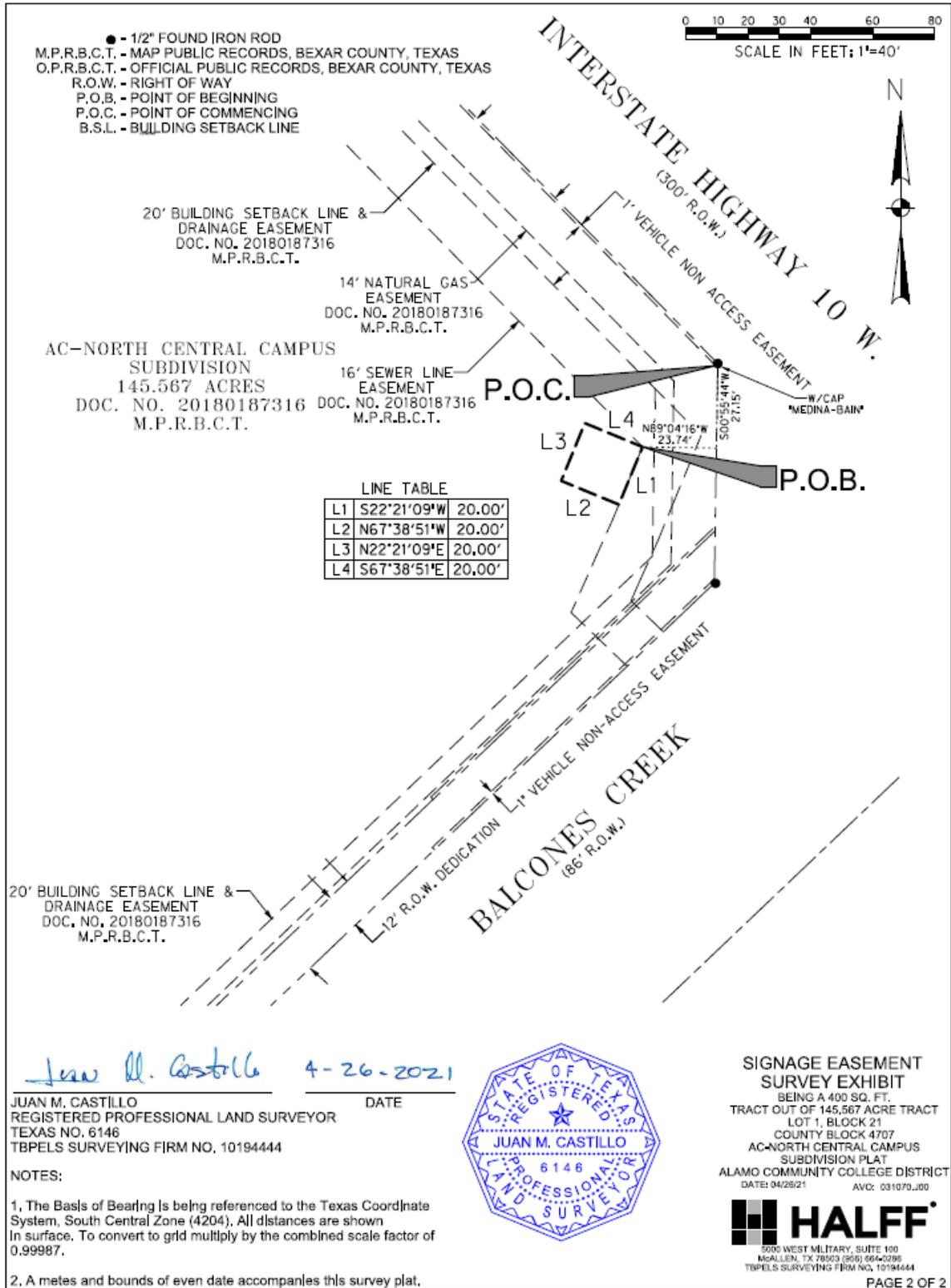
THENCE, North 22° 01' 09" East, over and across said 145.567 acre tract, a distance of 20.00 feet to a point, for the northerly corner the herein described tract;

THENCE, South 67° 38' 51" East, over and across said 145.567 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing an area of 400 sq. ft. tract of land, more or less.



*Juan M. Castillo 4-26-2021*

**EXHIBIT C (CONTINUED)**



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

## SHARED ACCESS EASEMENT AGREEMENT

This Shared Access Easement Agreement ("Easement" or "Agreement"), is entered into by and between VIA METROPOLITAN TRANSIT , a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter called "VIA", and ALAMO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "DISTRICT."

WHEREAS, VIA is under a ground lease for a 4.448-acre tract out of a certain 145.567 acre tract (the "Ground Lease"), said 4.448-acre tract being shown and described on Exhibit "A" attached hereto and incorporated herein (the "VIA Tract");

WHEREAS, in connection with VIA's development of the VIA Tract, the parties hereby desire to establish a shared access area of approximately 0.705 acres (the "Shared Access Area") within the Ground Lease for future use/access by DISTRICT and VIA, said 0.705-acre tract being shown and described on Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the effectiveness of this Agreement is contingent upon VIA leasing the VIA Tract;

NOW THEREFORE, for and in consideration for the mutual covenants, agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals which are incorporated herein for all purposes, the parties hereby agree as follows:

1. Shared Access Easement. DISTRICT has granted, sold and conveyed and by these presents does grant, sell and convey unto VIA and its respective successors and assigns, a non-exclusive easement (the "Shared Access Easement") for pedestrian, vehicular, equipment, and/or machinery ingress and egress upon, over and across the Shared Access Area, and the right to construct, improve, maintain, repair, restore, and reconstruct a road and related appurtenances and improvements, including but not limited to curbing, medians, sidewalks, and lighting, upon, over, and across the Shared Access Area as is or may be necessary or appropriate for VIA's use (collectively, the "Shared Access Drive") for the benefit of the VIA Tract. Notwithstanding anything to the contrary, DISTRICT reserves the right, except for times of construction or maintenance to the Shared Access Drive, to the continued use and enjoyment of the Shared Access Easement for pedestrian, vehicular, equipment, and/or machinery ingress and egress. DISTRICT waives any further right to make use of the surface of the Shared Access Easement that is inconsistent with the

purpose of this Agreement. No party utilizing the Shared Access Easement shall construct improvements thereon (excluding VIA's improvements related to the Shared Access Drive), or block or interfere with access over and across the same by, in whole or in part, closing, blocking, relocating or otherwise altering in any way the Shared Access Drive without VIA or DISTRICT's prior written consent as applicable; provided, however, the foregoing shall not be construed to prohibit a temporary closure of the Shared Access Drive that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by law, (iii) reasonably necessary in connection with the performance of maintenance and repairs, or (iv) due to an emergency, provided that in each such case, if practical, alternative access reasonably acceptable to the other party is available at all times during such temporary closure. The closing party shall use good faith diligent efforts to reopen such access promptly after any emergency or temporary closures.

2. Driveway/Surface Modification. Subject to the terms and conditions contained in the Ground Lease, VIA will construct and thereafter alter in its discretion the initial Shared Access Drive improvements within the Shared Access Easement as shown on Exhibit "B", all at VIA's sole cost and expense. Notwithstanding the foregoing, DISTRICT has the right to modify any or all of the improvements within the Shared Access Easement for its purposes so long as such purposes are not inconsistent with the purpose of this Agreement, including but not limited to roundabout construction and north drive curb connection. DISTRICT shall submit the design plan(s) to VIA for review and prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. VIA shall have 14 business days to review the design plan(s), including but not limited to the driveway specifications with regard to circulation of traffic and the impact the changes may have on VIA's use and purpose of the Shared Access Easement, and approve the plans or present its objections. Should the modifications move the location of the Shared Access Drive and be agreed to by VIA in writing, the DISTRICT will pay for a survey showing the location of the new Shared Access Drive together with metes and bounds legal description and will execute an amendment to this Agreement in recordable form showing the new location of the Shared Access Drive. The Parties agree to cooperate in good faith to reach a resolution to any of VIA's concerns or objections to the design plans, if any. Approval by VIA, if occurring, must be in writing. DISTRICT agrees that it shall not commence construction of any modification of improvements until VIA's prior written approval is received. All costs for DISTRICT's improvements, including but not limited to the architectural, engineering, design, survey, construction and permitting of driveway modifications, will be at DISTRICT's sole cost and expense.

3. Repairs & Maintenance of Shared Access Drive. VIA shall make any and all necessary repairs and perform all maintenance to the Shared Access Drive until such time that DISTRICT substantially modifies the Shared Access Drive. For purposes of this Agreement, the term "substantially modifies" means performing any modification for which a permit is required and/ or the modification costs more than ten thousand dollars (\$10,000.00). Upon completion of its modification(s) to the Shared Access Drive, DISTRICT shall be solely responsible for all repairs and maintenance to the Shared Access Drive, except repairs and maintenance to the physical road within the Shared Access Drive. Regarding the physical road, after substantial modifications, the parties agree to share the cost and responsibility of

all repairs and maintenance of the physical road within the Shared Access Easement equally between the parties. VIA shall facilitate all necessary repairs and maintenance of the physical road within the Shared Access Drive and will invoice DISTRICT for its portion of said costs. DISTRICT agrees to submit full payment for its portion of said costs within 45 calendar days after invoice submittal. Except in case of an emergency requiring immediate remediation, if it is reasonably expected that any single repair or maintenance operation to the road will exceed the amount of \$10,000, VIA shall notify DISTRICT in writing before such work is contracted seeking the DISTRICT's written approval, such approval not to be unreasonably withheld, conditioned, or delayed.

4. Electrical. The parties anticipate that prior to DISTRICT substantially modifying the Shared Access Drive, the costs of electrical service to the electrical facilities within the Shared Access Easement may be included within VIA's electrical account servicing the VIA Tract. In such event, VIA will be responsible for payment of all electrical costs to the electrical facilities within the Shared Access Easement that are already included within VIA's electrical account servicing the VIA Tract at and after the time of the substantial modification. However, once DISTRICT's substantial modification is complete, DISTRICT will be responsible for the repair and maintenance of any and all electrical facilities within the Shared Access Easement, and DISTRICT will be responsible for the costs of electrical service to any electrical facilities established during the substantial modification or thereafter. Any costs of electrical service to the electrical facilities within the Shared Access Easement that are on DISTRICT's account shall be DISTRICT's sole responsibility.

5. Past Due Sums. If DISTRICT fails to submit full payment for its portion of the costs described in Section 3 above within 45 calendar days after invoice submittal, then the defaulted payment shall bear interest at the lesser of (a) the highest interest rate allowed under Texas law and (b) the rate of ten percent (10%) per annum from the date said sum was originally due until paid. In addition, if VIA files suit to collect any unpaid sums, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs.

6. This Agreement shall be binding upon the parties hereto, their successor, heirs and assigns, and shall automatically terminate upon the expiration or termination of the Ground Lease between VIA and DISTRICT.

7. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. Any notice required under this Agreement shall be in writing and sent pursuant to the notice addresses and terms set out in the Ground Lease.

This Agreement is executed by the parties hereto on the acknowledgement dates set forth below to be effective for all purposes.

*[Signature Pages Follow]*

VIA SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**VIA METROPOLITAN TRANSIT,**  
a Texas Metropolitan Transit Authority

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Olivia Ivie, Manager of Real Estate Services for VIA METROPOLITAN TRANSIT, a Texas metropolitan transit authority, on behalf of said metropolitan transit authority.

DISTRICT SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**ALAMO COMMUNITY COLLEGE DISTRICT**  
a political subdivision of the State of Texas

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of ALAMO COMMUNITY  
COLLEGE DISTRICT, on behalf of said DISTRICT.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A VIA LEASE SITE

Page 1 of 3

### METES AND BOUNDS

BEING a 4.448 acre (193,747 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 4.448 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 14.20 feet, having a delta angle of 01°04'38", a radius of 755.00 feet, and chord bearing of South 45°11'22" West, a chord distance of 14.20 feet to a 1/2-inch iron rod with cap stamped "Half" set for the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 106.20 feet, having a delta angle of 08°03'33", a radius of 755.00 feet, and chord bearing of South 40°37'16" West, a chord distance of 106.11 feet to a 1/2-inch iron rod with cap stamped "Half" set, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" set at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45°00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" set at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 243.03 feet to a 1/2-inch iron rod with cap stamped "Half" set in the westerly line of a 60-foot Egress and Ingress Tract 3 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the easterly corner of the herein described tract;

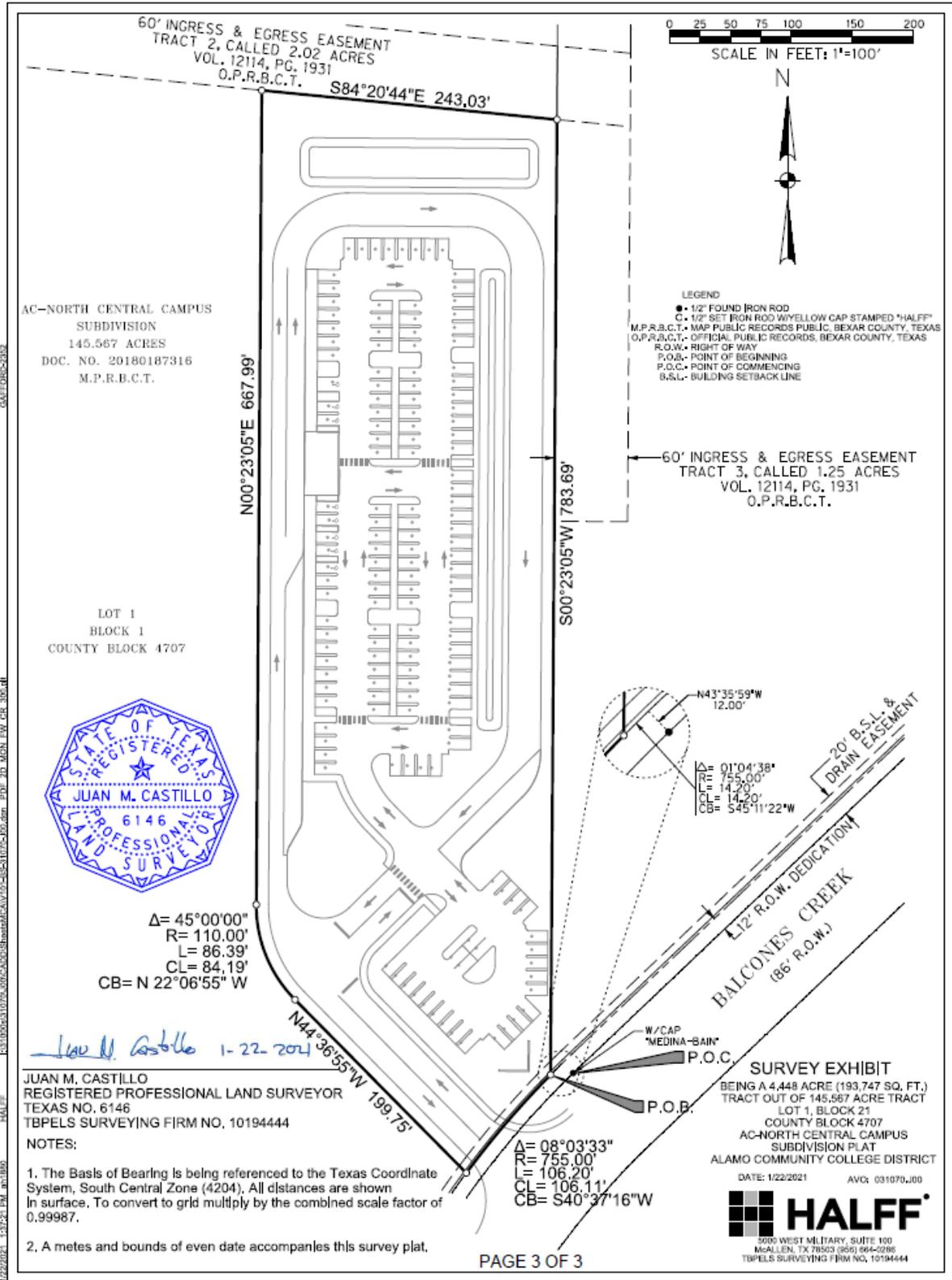
**EXHIBIT A (CONTINUED)**

THENCE, South 00° 23' 05" West, along said west line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, at a distance of 329.46 feet; pass the southwest corner of said 60-foot Egress and Ingress Tract 2 Easement, continuing over and across said 145.567 acre tract, for a total of distance of 783.69 feet to the POINT OF BEGINNING and containing an area of 4.448 acre (193,747 sq. ft.), more or less.



*Juan M. Castillo* 1-22-2014

EXHIBIT A (CONTINUED)



## EXHIBIT B SHARED ACCESS DRIVE

Page 1 of 4

### METES AND BOUNDS DRIVEWAY

BEING a 0.705 acre (30,705 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 0.705 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 75.31 feet, having a delta angle of 05°42'54", a radius of 755.00 feet, and chord bearing of South 42°52'14" West, a chord distance of 75.28 feet to a point of curvature of a curve to the left the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 48.49 feet, having a delta angle of 03°40'49", a radius of 755.00 feet, and chord bearing of South 38°25'54" West, a chord distance of 48.49 feet to a 1/2-inch iron rod with cap stamped "Half" found, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" found at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45°00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" found at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 22.09 feet to a point, for the northeasterly corner of the herein described tract;

## EXHIBIT B (CONTINUED)

Page 2 of 4

THENCE, South 00° 23' 05" West, leaving said 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 631.51 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 44.22 feet, having a delta angle of 84°27'18", a radius of 30.00 feet, and chord bearing of South 41°50'34" East, a chord distance of 40.32 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 10.73 feet, having a delta angle of 09 °27'18", a radius of 65.00 feet, and chord bearing of South 79°20'34" East, a chord distance of 10.71 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60 °00'00", a radius of 30.00 feet, and chord bearing of North 75°23'05" East, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 35.00 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60°00'00", a radius of 30.00 feet, and chord bearing of South 15°23'05" West, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 21.89 feet, having a delta angle of 19 °17'39", a radius of 65.00 feet, and chord bearing of South 04°58'05" East, a chord distance of 21.79 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 43.02 feet, having a delta angle of 49°17'39", a radius of 50.00 feet, and chord bearing of South 19°58'05" East, a chord distance of 41.70 feet to a point, for an angle corner of the herein described tract;

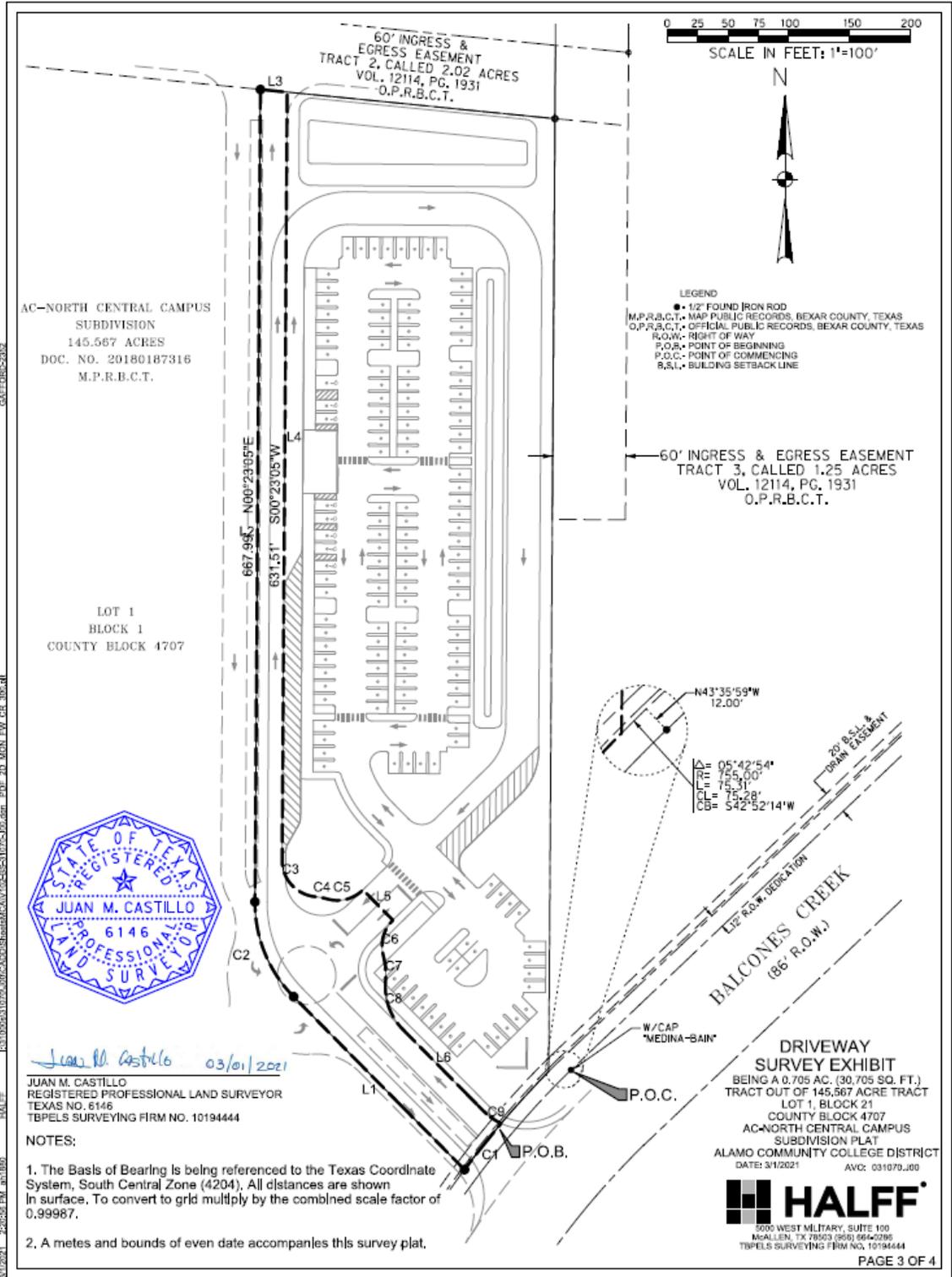
THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 94.29 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 17.78 feet, having a delta angle of 20°22'40", a radius of 50.00 feet, and chord bearing of South 54°48'15" East, a chord distance of 17.69 feet to the **POINT OF BEGINNING** and containing an area of 0.705 acre (30,705 sq. ft.) tract of land, more or less.



Juan M. Castillo 03/01/2021

EXHIBIT B (CONTINUED)





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

## SHARED ACCESS EASEMENT AGREEMENT

This Shared Access Easement Agreement ("Easement" or "Agreement"), is entered into by and between VIA METROPOLITAN TRANSIT , a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter called "VIA", and ALAMO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "DISTRICT."

WHEREAS, VIA is under a ground lease for a 4.448-acre tract out of a certain 145.567 acre tract (the "Ground Lease"), said 4.448-acre tract being shown and described on Exhibit "A" attached hereto and incorporated herein (the "VIA Tract");

WHEREAS, in connection with VIA's development of the VIA Tract, the parties hereby desire to establish a shared access area of approximately 0.705 acres (the "Shared Access Area") within the Ground Lease for future use/access by DISTRICT and VIA, said 0.705-acre tract being shown and described on Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the effectiveness of this Agreement is contingent upon VIA leasing the VIA Tract;

NOW THEREFORE, for and in consideration for the mutual covenants, agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals which are incorporated herein for all purposes, the parties hereby agree as follows:

1. Shared Access Easement. DISTRICT has granted, sold and conveyed and by these presents does grant, sell and convey unto VIA and its respective successors and assigns, a non-exclusive easement (the "Shared Access Easement") for pedestrian, vehicular, equipment, and/or machinery ingress and egress upon, over and across the Shared Access Area, and the right to construct, improve, maintain, repair, restore, and reconstruct a road and related appurtenances and improvements, including but not limited to curbing, medians, sidewalks, and lighting, upon, over, and across the Shared Access Area as is or may be necessary or appropriate for VIA's use (collectively, the "Shared Access Drive") for the benefit of the VIA Tract. Notwithstanding anything to the contrary, DISTRICT reserves the right, except for times of construction or maintenance to the Shared Access Drive, to the continued use and enjoyment of the Shared Access Easement for pedestrian, vehicular, equipment, and/or machinery ingress and egress. DISTRICT waives any further right to make use of the surface of the Shared Access Easement that is inconsistent with the

purpose of this Agreement. No party utilizing the Shared Access Easement shall construct improvements thereon (excluding VIA's improvements related to the Shared Access Drive), or block or interfere with access over and across the same by, in whole or in part, closing, blocking, relocating or otherwise altering in any way the Shared Access Drive without VIA or DISTRICT's prior written consent as applicable; provided, however, the foregoing shall not be construed to prohibit a temporary closure of the Shared Access Drive that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by law, (iii) reasonably necessary in connection with the performance of maintenance and repairs, or (iv) due to an emergency, provided that in each such case, if practical, alternative access reasonably acceptable to the other party is available at all times during such temporary closure. The closing party shall use good faith diligent efforts to reopen such access promptly after any emergency or temporary closures.

2. Driveway/Surface Modification. Subject to the terms and conditions contained in the Ground Lease, VIA will construct and thereafter alter in its discretion the initial Shared Access Drive improvements within the Shared Access Easement as shown on Exhibit "B", all at VIA's sole cost and expense. Notwithstanding the foregoing, DISTRICT has the right to modify any or all of the improvements within the Shared Access Easement for its purposes so long as such purposes are not inconsistent with the purpose of this Agreement, including but not limited to roundabout construction and north drive curb connection. DISTRICT shall submit the design plan(s) to VIA for review and prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. VIA shall have 14 business days to review the design plan(s), including but not limited to the driveway specifications with regard to circulation of traffic and the impact the changes may have on VIA's use and purpose of the Shared Access Easement, and approve the plans or present its objections. Should the modifications move the location of the Shared Access Drive and be agreed to by VIA in writing, the DISTRICT will pay for a survey showing the location of the new Shared Access Drive together with metes and bounds legal description and will execute an amendment to this Agreement in recordable form showing the new location of the Shared Access Drive. The Parties agree to cooperate in good faith to reach a resolution to any of VIA's concerns or objections to the design plans, if any. Approval by VIA, if occurring, must be in writing. DISTRICT agrees that it shall not commence construction of any modification of improvements until VIA's prior written approval is received. All costs for DISTRICT's improvements, including but not limited to the architectural, engineering, design, survey, construction and permitting of driveway modifications, will be at DISTRICT's sole cost and expense.

3. Repairs & Maintenance of Shared Access Drive. VIA shall make any and all necessary repairs and perform all maintenance to the Shared Access Drive until such time that DISTRICT substantially modifies the Shared Access Drive. For purposes of this Agreement, the term "substantially modifies" means performing any modification for which a permit is required and/ or the modification costs more than ten thousand dollars (\$10,000.00). Upon completion of its modification(s) to the Shared Access Drive, DISTRICT shall be solely responsible for all repairs and maintenance to the Shared Access Drive, except repairs and maintenance to the physical road within the Shared Access Drive. Regarding the physical road, after substantial modifications, the parties agree to share the cost and responsibility of

all repairs and maintenance of the physical road within the Shared Access Easement equally between the parties. VIA shall facilitate all necessary repairs and maintenance of the physical road within the Shared Access Drive and will invoice DISTRICT for its portion of said costs. DISTRICT agrees to submit full payment for its portion of said costs within 45 calendar days after invoice submittal. Except in case of an emergency requiring immediate remediation, if it is reasonably expected that any single repair or maintenance operation to the road will exceed the amount of \$10,000, VIA shall notify DISTRICT in writing before such work is contracted seeking the DISTRICT's written approval, such approval not to be unreasonably withheld, conditioned, or delayed.

4. Electrical. The parties anticipate that prior to DISTRICT substantially modifying the Shared Access Drive, the costs of electrical service to the electrical facilities within the Shared Access Easement may be included within VIA's electrical account servicing the VIA Tract. In such event, VIA will be responsible for payment of all electrical costs to the electrical facilities within the Shared Access Easement that are already included within VIA's electrical account servicing the VIA Tract at and after the time of the substantial modification. However, once DISTRICT's substantial modification is complete, DISTRICT will be responsible for the repair and maintenance of any and all electrical facilities within the Shared Access Easement, and DISTRICT will be responsible for the costs of electrical service to any electrical facilities established during the substantial modification or thereafter. Any costs of electrical service to the electrical facilities within the Shared Access Easement that are on DISTRICT's account shall be DISTRICT's sole responsibility.

5. Past Due Sums. If DISTRICT fails to submit full payment for its portion of the costs described in Section 3 above within 45 calendar days after invoice submittal, then the defaulted payment shall bear interest at the lesser of (a) the highest interest rate allowed under Texas law and (b) the rate of ten percent (10%) per annum from the date said sum was originally due until paid. In addition, if VIA files suit to collect any unpaid sums, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs.

6. This Agreement shall be binding upon the parties hereto, their successor, heirs and assigns, and shall automatically terminate upon the expiration or termination of the Ground Lease between VIA and DISTRICT.

7. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. Any notice required under this Agreement shall be in writing and sent pursuant to the notice addresses and terms set out in the Ground Lease.

This Agreement is executed by the parties hereto on the acknowledgement dates set forth below to be effective for all purposes.

*[Signature Pages Follow]*

VIA SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**VIA METROPOLITAN TRANSIT,**  
a Texas Metropolitan Transit Authority

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Olivia Ivie, Manager of Real Estate Services for VIA METROPOLITAN TRANSIT, a Texas metropolitan transit authority, on behalf of said metropolitan transit authority.

DISTRICT SIGNATURE PAGE OF  
SHARED ACCESS EASEMENT AGREEMENT

**ALAMO COMMUNITY COLLEGE DISTRICT**  
a political subdivision of the State of Texas

By: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of ALAMO COMMUNITY  
COLLEGE DISTRICT, on behalf of said DISTRICT.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A VIA LEASE SITE

Page 1 of 3

### METES AND BOUNDS

BEING a 4.448 acre (193,747 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 4.448 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 14.20 feet, having a delta angle of 01°04'38", a radius of 755.00 feet, and chord bearing of South 45°11'22" West, a chord distance of 14.20 feet to a 1/2-inch iron rod with cap stamped "Half" set for the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 106.20 feet, having a delta angle of 08°03'33", a radius of 755.00 feet, and chord bearing of South 40°37'16" West, a chord distance of 106.11 feet to a 1/2-inch iron rod with cap stamped "Half" set, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" set at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45°00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" set at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 243.03 feet to a 1/2-inch iron rod with cap stamped "Half" set in the westerly line of a 60-foot Egress and Ingress Tract 3 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the easterly corner of the herein described tract;

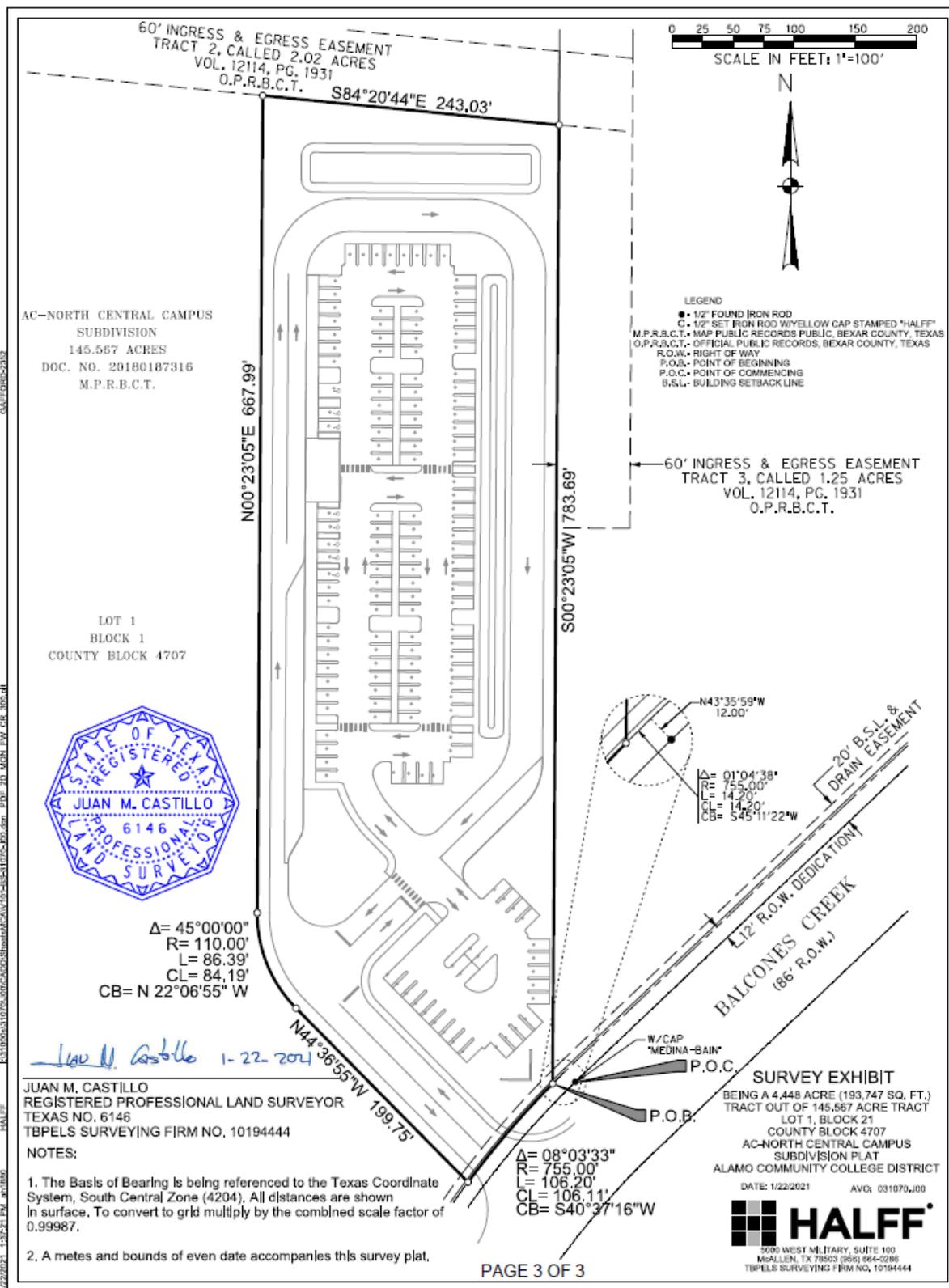
**EXHIBIT A (CONTINUED)**

THENCE, South 00° 23' 05" West, along said west line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, at a distance of 329.46 feet; pass the southwest corner of said 60-foot Egress and Ingress Tract 2 Easement, continuing over and across said 145.567 acre tract, for a total of distance of 783.69 feet to the POINT OF BEGINNING and containing an area of 4.448 acre (193,747 sq. ft.), more or less.



*Juan M. Castillo* 1-22-2014

# EXHIBIT A (CONTINUED)



**EXHIBIT B**  
**SHARED ACCESS DRIVE**

Page 1 of 4

METES AND BOUNDS  
DRIVEWAY

BEING a 0.705 acre (30,705 sq. ft.) tract of land situated in San Antonio Bexar County, Texas, out the certain called 145.567 acre tract, same being out Lot 1, Block 21 and County Block 4707 of AC-NORTH CENTRAL CAMPUS SUBDIVISION PLAT owned by Alamo Community College District as per plat of record in Document No. 20180187316 of the Map Public Records Bexar County, Texas, (M.P.R.B.C.T); said 0.705 acre tract being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "Medina-Bain" found at an interior corner of said 145.567 acre tract, same being in the existing northerly right of way line of Balcones Creek (86' right of way);

THENCE, North 43° 35' 59" West, leaving said existing northerly right of way line of Balcones Creek and over and across said 145.567 acre tract, a distance of 12.00 feet to a point in the 12-foot dedication right of way line as per said AC-NORTH CENTRAL CAMPUS SUBDIVISION, same being the point of curvature of a curve to the left;

THENCE Southwesterly, along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 75.31 feet, having a delta angle of 05°42'54", a radius of 755.00 feet, and chord bearing of South 42°52'14" West, a chord distance of 75.28 feet to a point of curvature of a curve to the left the **POINT OF BEGINNING**, same being the southeasterly corner of the herein described tract;

THENCE Southwesterly, continuing along said 12-foot dedication right of way line and along said curve to the left with an arc distance of 48.49 feet, having a delta angle of 03°40'49", a radius of 755.00 feet, and chord bearing of South 38°25'54" West, a chord distance of 48.49 feet to a 1/2-inch iron rod with cap stamped "Half" found, for the southwesterly corner of the herein described tract;

THENCE, North 44° 36' 55" West, leaving said 12-foot dedication right of way line and over and across said 145.567 acre tract, a distance of 199.75 feet to a 1/2-inch iron rod with cap stamped "Half" found at the point of curvature of a curve to the right, for an angle corner of the herein described tract;

THENCE Northerly, continuing over and across said 145.567 acre tract and along said curve to the right with an arc distance of 86.39 feet, having a delta angle of 45 °00'00", a radius of 110.00 feet, and chord bearing of North 22°06'55" West, a chord distance of 84.19 feet to a 1/2-inch iron rod with cap stamped "Half" set, for an angle corner of the herein described tract;

THENCE, North 00° 23' 05" East, over and across said 145.567 acre tract, a distance of 667.99 feet to a 1/2-inch iron rod with cap stamped "Half" found at the southerly line of a 60-foot Egress and Ingress Tract 2 Easement as shown on said AC-NORTH CENTRAL CAMPUS SUBDIVISION, for the northwesterly corner the herein described tract;

THENCE, South 84° 20' 44" East, along said southerly line of a 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 22.09 feet to a point, for the northeasterly corner of the herein described tract;

## EXHIBIT B (CONTINUED)

Page 2 of 4

THENCE, South 00° 23' 05" West, leaving said 60-foot Egress and Ingress Tract 2 Easement and over and across said 145.567 acre tract, a distance of 631.51 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 44.22 feet, having a delta angle of 84°27'18", a radius of 30.00 feet, and chord bearing of South 41°50'34" East, a chord distance of 40.32 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 10.73 feet, having a delta angle of 09 °27'18", a radius of 65.00 feet, and chord bearing of South 79°20'34" East, a chord distance of 10.71 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60 °00'00", a radius of 30.00 feet, and chord bearing of North 75°23'05" East, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 35.00 feet to a point, for an angle corner of the herein described tract;

THENCE southeasterly over and across said 145.567 acre tract and along the southeasterly line of the herein described driveway tract the following;

curve to the left with an arc distance of 31.42 feet, having a delta angle of 60°00'00", a radius of 30.00 feet, and chord bearing of South 15°23'05" West, a chord distance of 30.00 feet to a point, for an angle corner of the herein described tract;

curve to the right with an arc distance of 21.89 feet, having a delta angle of 19 °17'39", a radius of 65.00 feet, and chord bearing of South 04°58'05" East, a chord distance of 21.79 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 43.02 feet, having a delta angle of 49°17'39", a radius of 50.00 feet, and chord bearing of South 19°58'05" East, a chord distance of 41.70 feet to a point, for an angle corner of the herein described tract;

THENCE, South 44° 36' 55" East, continuing over and across said 145.567 acre tract and along said southeasterly line, a distance of 94.29 feet to a point, for an angle corner of the herein described tract;

curve to the left with an arc distance of 17.78 feet, having a delta angle of 20°22'40", a radius of 50.00 feet, and chord bearing of South 54°48'15" East, a chord distance of 17.69 feet to the **POINT OF BEGINNING** and containing an area of 0.705 acre (30,705 sq. ft.) tract of land, more or less.



Juan M. Castillo 03/01/2021

EXHIBIT B (CONTINUED)

