

**Notice of Regular Meeting
Board of Trustees
Wednesday, October 18, 2023**

A Regular Meeting of the Board of Trustees will be held on Wednesday, October 18, 2023, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Pledge of Allegiance to the United States flag and the Texas flag.
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
- 4) Declaration of Conflicts of Interest.
- 5) District Reports
 - A) Superintendent's Report
 - 1) CTE/CCMR
 - 2) Young Gardener's Program
 - B) Principal Month
 - C) Board Committee Reports
 - 1) Curriculum Committee Chair- Ms. Ann Masel
 - 2) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 6) Financial Reports and Budget Update
- 7) REGULAR AGENDA- Action Items
 - A) Discuss and Consider Nominations for Persons to Serve on the Galveston Central Appraisal District Board of Directors. 30
- 8) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Personnel
- B) Consultation with Attorney
- C) Real Property
- D) Security
- 9) Reestablish the open meeting of the Galveston ISD Board of Trustees.
- 10) CONSENT AGENDA - Action Items

A) Consider approval of the minutes from the September 20, 2023 Regular School Board Meeting.	31
B) Consider approval of personnel resignations and recommendations with contracts.	35
C) Discuss and consider approval of payment of attorney fees.	36
D) Consider approval of Budget Amendments	37
E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.	38
F) Discuss and Consider Approval Materials Testing for New Ball High School and Natatorium	40
G) Discuss and Consider Approval of GMP #5B for the Ball High School and Natatorium Project.	60
H) Discuss and Consider Approval of Property Insurance Coverage Declaration for the Ball High School and Natatorium Projects	62
I) Discuss and consider the submission of the application for Optional Flexible School Day for AIM College and Career Prep and Ball High School.	65
J) Discuss and consider approval of Galveston ISD's participation in the Community Youth Development (CYD) Program.	66
K) Discuss and consider engagement for Legal services/ Board Counsel Galveston ISD	67
11) Suggested Future Agenda Items	
12) COMMENTS FROM THE BOARD OF TRUSTEES	
Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:	
1. Expressions of thanks, gratitude, and condolences	
2. Information regarding holiday schedules	
3. Honorary or salutary recognition of a public official, public employee, or other citizen	
4. Reminders regarding GISD events	
5. Reminders regarding community events	
6. Health and safety announcements	
13) Adjournment	

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

For the Board of Trustees

Financial Reports – Executive Summary, Board Meeting 10/18/2023

The following reports representing period ending 9/30/2023, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals \$826,096 or 0.8% of projected collections. For the same period in FY 2022-2023, revenue totaled \$1,385,578 or 1.2% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period total \$5,881,694 or 5.6% of total projected expenditures. For the same period in FY 2022-2023, expenditures totaled \$4,660,002 or 4.0% of budgeted expenditures. See attachment C.

Report No. 3 – Cash and investment report. See attachment D.

Funds held by each financial institution at 9/30/2023 are as follows:

Moody Bank	\$ 25,695,448.12	Pledged securities \$17,900,000
Texas Class Investment Pool	\$96,232,398.16	N/A (Investment Pool)
Texas Range	\$ 12,358,037.26	N/A (Investment Pool)
Fidelity Investments	\$206,480,968.85	Treasury & Federal Agency Securities
Total	\$340,766,852.39	

Report No. 3A – Quarterly Cash and investment report. See attachment D-1.

Report No. 4 – Current ad valorem taxes, delinquent taxes, and penalties & interest collections through the period are as follows (See attachment E).

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$93,013,646	\$328,778	0.4%
Interest & Sinking (Debt Payment)	\$22,925,201	\$59,911	0.3%

For the same period in FY 2022-2023, collections were \$224,422 (0.2%) for M&O and \$21,047 (0.1%) for I&S.

Report No. 5 – 2022 Bond Construction Projects. See attachment F.

Report No. 6 – 2022 Bond Interest Earned. See attachment G

Report No. 7 – Vendors with aggregate purchases for FY 2022-2023 that exceed \$50,000. See attachment H.

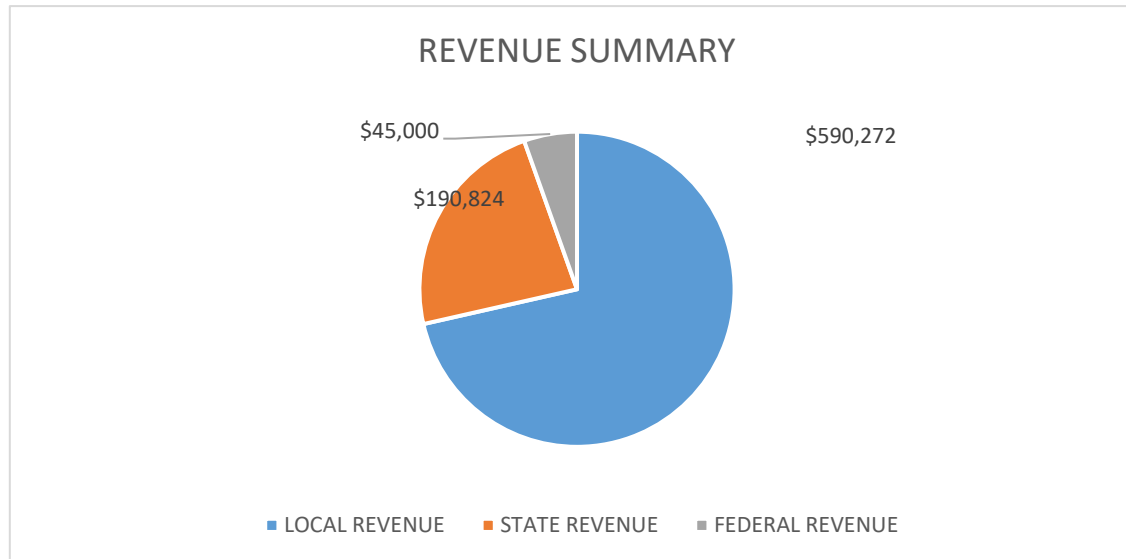
Report No. 8 – Local vendor activity for FY 2022-2023 (zip codes 77550-77559). See attachment I.

Report No. 9 - Monthly Check Register. See attachment J.

Report No. 10 – Legal Fee Summary FY 2023-2024. See attachment K.

GALVESTON ISD
GENERAL FUND REVENUES BY MAJOR OBJECT
AS OF 9/30/2023

		2023-2024 Revised Budget	Monthly Receipts 9/30/2023	FYTD Activity 9/30/2023	2023-2024 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 95,874,253	\$ 590,272	\$ 590,272	\$ (95,283,981)
58--	STATE REVENUE	\$ 6,078,647	\$ 190,824	\$ 190,824	\$ (5,887,823)
59--	FEDERAL REVENUE	\$ 1,505,000	\$ 45,000	\$ 45,000	\$ (1,460,000)
79--	TRANSFERS IN	\$ 15,000	\$ -	\$ -	\$ (15,000)
---		\$ 103,472,900	\$ 826,096	\$ 826,096	\$ (102,646,804)
	% COLLECTED	0.8%			

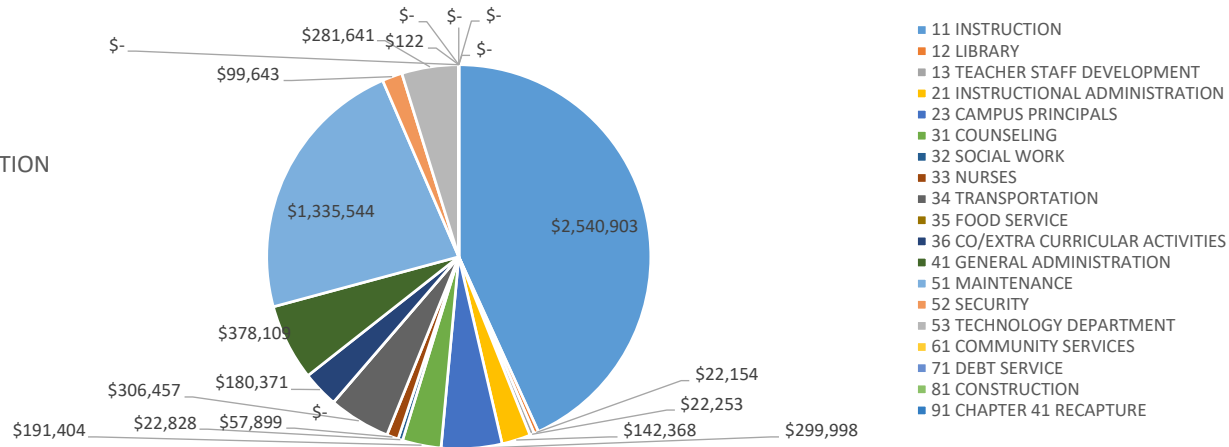


ATTACHMENT B

GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 9/30/2023

FC	Function	Rev Bud February 2023-2024	FYTD Activity September 2023-2024	Encumbered September 2023-2024	Expenses + Encumbered	Unencumbered Balance September 2023-2024
00	REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
11	INSTRUCTION	\$ 38,370,039	\$ 2,540,903	\$ 221,821	\$ 2,762,724	\$ (35,607,315)
12	LIBRARY	\$ 361,369	\$ 22,154	\$ 148	\$ 22,302	\$ (339,067)
13	TEACHER STAFF DEVELOPMENT	\$ 394,254	\$ 22,253	\$ 5,440	\$ 27,693	\$ (366,561)
21	INSTRUCTIONAL ADMINISTRATION	\$ 1,944,019	\$ 142,368	\$ 3,944	\$ 146,311	\$ (1,797,708)
23	CAMPUS PRINCIPALS	\$ 4,180,152	\$ 299,998	\$ 6,765	\$ 306,764	\$ (3,873,388)
31	COUNSELING	\$ 2,390,832	\$ 191,404	\$ 5,278	\$ 196,682	\$ (2,194,150)
32	SOCIAL WORK	\$ 298,143	\$ 22,828	\$ 980	\$ 23,808	\$ (274,336)
33	NURSES	\$ 881,969	\$ 57,899	\$ 2,850	\$ 60,749	\$ (821,220)
34	TRANSPORTATION	\$ 3,669,555	\$ 306,457	\$ 299,896	\$ 606,353	\$ (3,063,202)
35	FOOD SERVICE	\$ -	\$ -	\$ 51,451	\$ 51,451	\$ 51,451
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 2,238,398	\$ 180,371	\$ 141,641	\$ 322,012	\$ (1,916,386)
41	GENERAL ADMINISTRATION	\$ 3,129,179	\$ 378,109	\$ 488,848	\$ 866,957	\$ (2,262,222)
51	MAINTENANCE	\$ 10,001,107	\$ 1,335,544	\$ 19,522	\$ 1,355,066	\$ (8,646,041)
52	SECURITY	\$ 1,368,828	\$ 99,643	\$ 27,505	\$ 127,148	\$ (1,241,680)
53	TECHNOLOGY DEPARTMENT	\$ 2,118,041	\$ 281,641	\$ -	\$ 281,641	\$ (1,836,400)
61	COMMUNITY SERVICES	\$ 887,510	\$ 122	\$ 95,400	\$ 95,522	\$ (791,988)
71	DEBT SERVICE	\$ 90,000	\$ -	\$ -	\$ -	\$ (90,000)
81	CONSTRUCTION	\$ 75,000	\$ -	\$ 39,984	\$ 39,984	\$ (35,016)
91	CHAPTER 41 RECAPTURE	\$ 32,715,726	\$ -	\$ -	\$ -	\$ (32,715,726)
93	PMTS TO FISCAL AGENT/SSA	\$ 26,875	\$ -	\$ -	\$ -	\$ (26,875)
99	APPRAISAL DISTRICT FEES	\$ 772,000	\$ -	\$ -	\$ -	\$ (772,000)
--	COLUMN TOTALS	\$ 105,912,996	\$ 5,881,694	\$ 1,411,473	\$ 7,293,167	\$ (98,619,829)
	EXPENDITURES AS A % OF BUDGET		5.6%		6.9%	

ACTUAL EXPENSES BY FUNCTION





Galveston ISD
Portfolio Management
Portfolio Summary
September 30, 2023

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	31,145,000.00	30,300,255.35	30,557,667.22	8.93	634	265	4.412
Treasury Coupon Securities	111,623,000.00	108,740,209.34	109,790,506.69	32.07	682	313	4.305
Treasury Discounts -Amortizing	47,315,000.00	45,426,445.90	45,517,483.64	13.29	357	276	5.271
Municipal Bonds	22,475,000.00	21,780,859.90	21,983,033.10	6.42	670	302	4.404
Investment Pools	108,590,435.42	108,590,435.42	108,590,435.42	31.72	1	1	5.502
Bank Accounts	24,627,187.81	24,627,187.81	24,627,187.81	7.19	1	1	2.412
Money Market Accounts	1,301,458.67	1,301,458.67	1,301,458.67	0.38	1	1	5.018
	347,077,081.90	340,766,852.39	342,367,772.55	100.00%	366	180	4.696

Investments

Cash and Accrued Interest

Accrued Interest at Purchase		0.00	0.00			
Ending Accrued Interest		950,971.63	950,971.63			
Subtotal		950,971.63	950,971.63			
	347,077,081.90	341,717,824.02	343,318,744.18		366	180

Total Cash and Investments Value

Total Earnings	September 30	Month Ending	Fiscal Year To Date
Current Year		1,325,372.13	1,325,372.13
Average Daily Balance		345,649,478.97	353,427,447.34
Effective Rate of Return		4.67%	0.35%

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the District of the position and activity within the District's portfolio of investments.

Lorraine Dochoda, Director of Accounting

Jeff Martello, Chief Financial Officer

Reporting period 09/01/2023-09/30/2023

Data Updated: SET_GALV: 10/10/2023 13:19

Run Date: 10/10/2023 - 13:20

10.18.2023 CASH & INVESTMENT REPORT - ATTACHMENT D

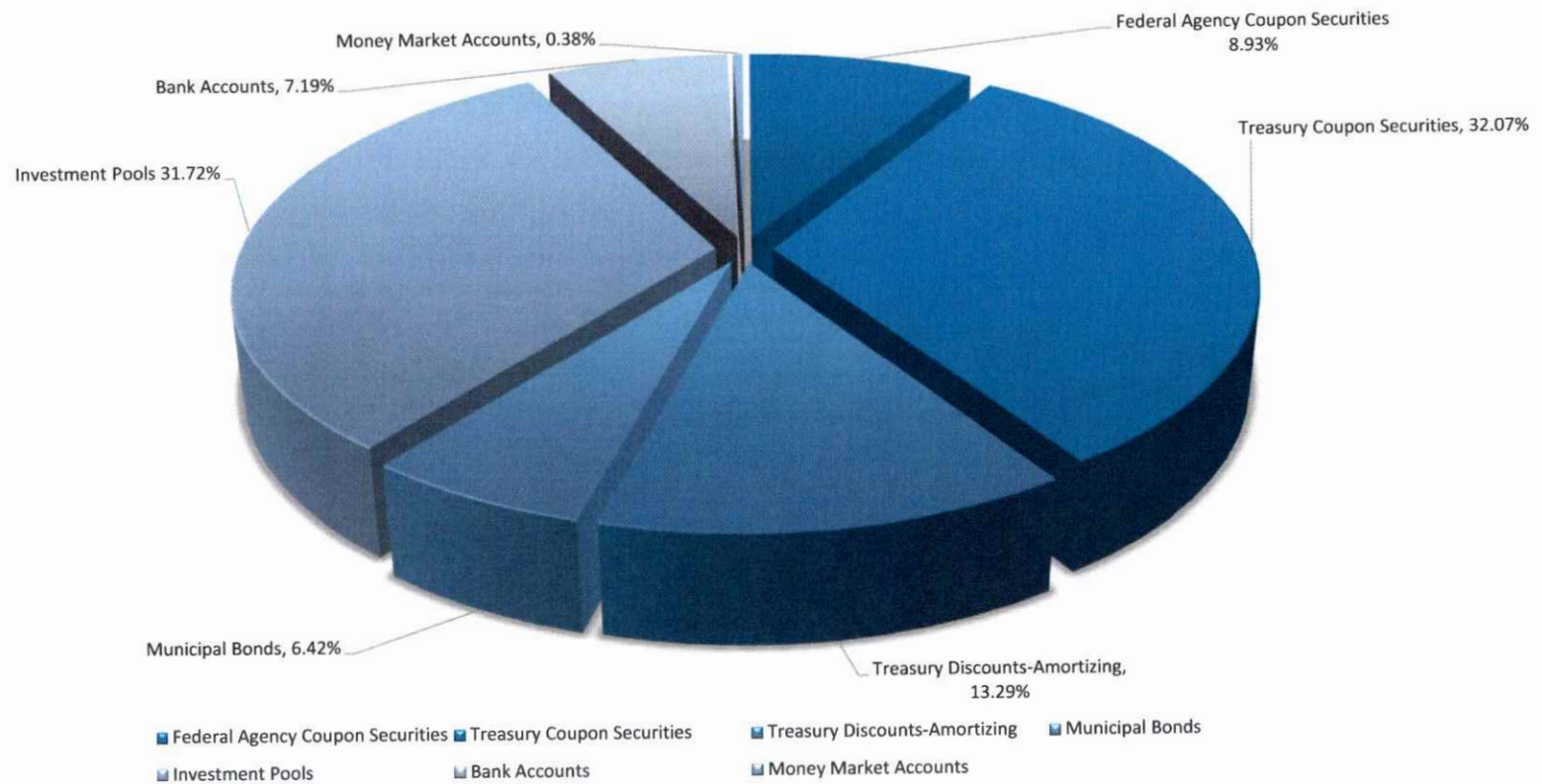
Portfolio GALV

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Report Ver. 7.3.11

Book Value Percentages by Investment Type





Galveston ISD
Fund GEN OP - General Operating
Investments by Fund
September 30, 2023

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX GEN-0001	10237	Texas Class	09/01/2022	13,890,285.62	13,890,285.62	13,890,285.62	5.521	5.445	5.521	1
TX DLY 1227-02	10231	Texas Range	09/01/2022	11,392,126.23	11,392,126.23	11,392,126.23	5.350	5.276	5.350	1
Subtotal and Average				25,282,411.85	25,282,411.85	25,282,411.85		5.370	5.444	1
Bank Accounts										
MB GEN 7601	10246	Moody Bank	09/01/2022	3,680,796.40	3,680,796.40	3,680,796.40	0.050	0.049	0.050	1
MB GEN 0616	10293	Moody Bank	05/01/2023	10,206,779.03	10,206,779.03	10,206,779.03	5.750	5.671	5.750	1
Subtotal and Average				13,887,575.43	13,887,575.43	13,887,575.43		4.181	4.239	1
Total Investments and Average				39,169,987.28	39,169,987.28	39,169,987.28		4.948	5.017	1

**Fund DS - Interest & Sinking
Investments by Fund
September 30, 2023**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX DEBT-0002	10238	Texas Class	09/01/2022	2,825,724.52	2,825,724.52	2,825,724.52	5.521	5.445	5.521	1
TX DLY 1227-04	10232	Texas Range	09/01/2022	219,906.63	219,906.63	219,906.63	5.350	5.276	5.350	1
Subtotal and Average				3,045,631.15	3,045,631.15	3,045,631.15		5.433	5.509	1
Bank Accounts										
MB DS 2049	10243	Moody Bank	09/01/2022	2,050,681.49	2,050,681.49	2,050,681.49	0.050	0.049	0.050	1
Subtotal and Average				2,050,681.49	2,050,681.49	2,050,681.49		0.049	0.050	1
Money Market Accounts										
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,068,260.31	1,068,260.31	1,068,260.31	4.940	4.940	5.008	1
Subtotal and Average				1,068,260.31	1,068,260.31	1,068,260.31		4.940	5.009	1
Total Investments and Average				6,164,572.95	6,164,572.95	6,164,572.95		3.557	3.606	1

Fund STUACT - Student Activity
Investments by Fund
September 30, 2023

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX ACT-0004	10240	Texas Class	09/01/2022	432,923.92	432,923.92	432,923.92	5.521	5.445	5.521	1
Subtotal and Average				432,923.92	432,923.92	432,923.92		5.446	5.521	1
Bank Accounts										
MB ACT 7627	10241	Moody Bank	09/01/2022	297,703.42	297,703.42	297,703.42	0.050	0.049	0.050	1
Subtotal and Average				297,703.42	297,703.42	297,703.42		0.049	0.050	1
Total Investments and Average				730,627.34	730,627.34	730,627.34		3.247	3.292	1

Fund CAPPRO - Capital Projects
Investments by Fund
September 30, 2023

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Discounts -Amortizing										
912797GK7	10295	US Treasury	08/28/2023	8,980,057.37	9,400,000.00	8,977,564.00	5.155	5.444	5.519	08/08/2024 312
Subtotal and Average				8,980,057.37	9,400,000.00	8,977,564.00		5.444	5.520	312
Total Investments and Average				8,980,057.37	9,400,000.00	8,977,564.00		5.444	5.520	312

**Fund CN - Child Nutrition
Investments by Fund
September 30, 2023**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX CNS-0005	10282	Texas Class	09/01/2022	1,147,372.55	1,147,372.55	1,147,372.55	5.521	5.445	5.521	1
TX DLY 1227-08	10235	Texas Range	09/01/2022	746,004.40	746,004.40	746,004.40	5.350	5.276	5.350	1
Subtotal and Average				1,893,376.95	1,893,376.95	1,893,376.95		5.379	5.454	1
Bank Accounts										
MB CN 7619	10245	Moody Bank	09/01/2022	1,296,663.65	1,296,663.65	1,296,663.65	0.050	0.049	0.050	1
Subtotal and Average				1,296,663.65	1,296,663.65	1,296,663.65		0.049	0.050	1
Total Investments and Average				3,190,040.60	3,190,040.60	3,190,040.60		3.213	3.257	1

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
September 30, 2023

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ATBL0	10251	FHLB Note	09/26/2022	8,473,148.93	8,485,000.00	8,456,405.55	3.625	4.349	4.410	12/08/2023	68
3130ATBM8	10252	FHLB Note	09/26/2022	7,634,663.45	7,660,000.00	7,598,949.80	3.625	4.359	4.420	03/08/2024	159
3130AQ3F8	10261	FHLB Note	09/27/2022	14,449,854.84	15,000,000.00	14,244,900.00	1.150	4.349	4.410	12/10/2024	436
Subtotal and Average				30,557,667.22	31,145,000.00	30,300,255.35		4.352	4.412		264
Treasury Coupon Securities											
91282CEK3	10255	US Treasury	09/26/2022	10,070,112.51	10,172,000.00	9,999,177.72	2.500	4.241	4.300	04/30/2024	212
91282CFG1	10256	US Treasury	09/26/2022	10,065,794.53	10,150,000.00	9,948,218.00	3.250	4.142	4.200	08/31/2024	335
91282WE6	10257	US Treasury	09/26/2022	10,040,748.12	10,058,000.00	10,025,009.76	2.750	4.132	4.190	11/15/2023	45
91282CDS7	10267	US Treasury	09/27/2022	7,211,116.87	7,500,000.00	7,110,375.00	1.125	4.231	4.290	01/15/2025	472
91282CEX5	10268	US Treasury	09/27/2022	10,054,918.95	10,150,000.00	9,965,270.00	3.000	4.250	4.310	06/30/2024	273
9128283D0	10271	US Treasury	09/27/2022	10,089,863.85	10,300,000.00	9,957,628.00	2.250	4.181	4.240	10/31/2024	396
9128283Z1	10272	US Treasury	09/27/2022	10,123,444.49	10,330,000.00	9,974,544.70	2.750	4.191	4.250	02/28/2025	516
91282CDH1	10276	US Treasury	09/28/2022	9,277,905.56	9,650,000.00	9,165,956.00	0.750	4.320	4.380	11/15/2024	411
91282CED9	10277	US Treasury	09/28/2022	6,407,742.37	6,650,000.00	6,323,751.00	1.750	4.359	4.420	03/15/2025	531
91282CFA4	10278	US Treasury	09/28/2022	10,088,797.55	10,200,000.00	9,992,430.00	3.000	4.320	4.380	07/31/2024	304
91282CFN6	10279	US Treasury	09/30/2022	2,162,039.66	2,163,000.00	2,137,736.16	4.250	4.241	4.300	09/30/2024	365
9128285Z9	10280	US Treasury	09/28/2022	6,659,082.85	6,700,000.00	6,634,809.00	2.500	4.339	4.400	01/31/2024	122
9128286G0	10281	US Treasury	09/28/2022	7,538,939.38	7,600,000.00	7,505,304.00	2.375	4.339	4.400	02/29/2024	151
Subtotal and Average				109,790,506.69	111,623,000.00	108,740,209.34		4.246	4.305		312
Treasury Discounts -Amortizing											
912797FH5	10290	US Treasury	05/18/2023	13,056,278.11	13,450,000.00	13,003,594.50	4.622	4.870	4.938	05/16/2024	228
912797GB7	10294	US Treasury	07/20/2023	21,324,174.11	22,200,000.00	21,290,910.00	5.001	5.281	5.354	07/11/2024	284
912797GL5	10296	US Treasury	09/07/2023	2,156,974.05	2,265,000.00	2,154,377.40	5.051	5.340	5.414	09/05/2024	340
Subtotal and Average				36,537,426.27	37,915,000.00	36,448,881.90		5.138	5.210		267
Municipal Bonds											
010268CL2	10250	Alabama Fed Aid Hwy Fin Auth	09/27/2022	5,176,639.45	5,350,000.00	5,123,053.00	0.689	4.359	4.420	09/01/2024	336
13063DLZ9	10260	California ST Var Purp GO Bds	09/28/2022	7,057,006.52	7,100,000.00	7,010,114.00	3.000	4.201	4.260	04/01/2024	183
64966QCA6	10264	NY NY GO Bds Fiscal 2020	09/28/2022	2,906,742.44	2,960,000.00	2,876,557.60	2.130	4.422	4.483	08/01/2024	305
64990FA95	10275	NY ST Dorm Auth ST	09/29/2022	3,869,700.23	4,065,000.00	3,819,555.30	1.062	4.527	4.590	03/15/2025	531
88213AHL2	10265	TX A&M Univ Rev Fin Sys Bds	09/28/2022	2,972,944.46	3,000,000.00	2,951,580.00	2.884	4.340	4.400	05/15/2024	227
Subtotal and Average				21,983,033.10	22,475,000.00	21,780,859.90		4.344	4.404		302

Portfolio GALV

AP

Data Updated: SET_GALV: 10/10/2023 13:19

Run Date: 10/10/2023 - 13:20

FI (PRF_FI) 7.3.11

Report Ver. 7.3.11

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
September 30, 2023

Page 7

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX BD 2022	10284	Texas Class	09/01/2022	18,796,858.61	18,796,858.61	18,796,858.61	5.521	5.445	5.521	1
TX DLY 1227-05	10233	Texas Range	09/01/2022	0.00	0.00	0.00	2.430	2.396	2.430	1
Subtotal and Average				18,796,858.61	18,796,858.61	18,796,858.61		5.446	5.521	1
Bank Accounts										
MB BD CON 2022	10287	Moody Bank	09/08/2022	4,495,722.42	4,495,722.42	4,495,722.42	0.050	0.049	0.050	1
Subtotal and Average				4,495,722.42	4,495,722.42	4,495,722.42		0.049	0.050	1
Money Market Accounts										
FID BOND MM	10286	Fidelity Investments	09/22/2022	233,198.36	233,198.36	233,198.36	4.990	4.990	5.059	1
Subtotal and Average				233,198.36	233,198.36	233,198.36		4.990	5.059	1
Total Investments and Average				222,394,412.67	226,683,779.39	220,795,985.88		4.434	4.496	264

Fund BD 2018 CONS FD - Bond 2018 Construction Fund
Investments by Fund
September 30, 2023

Page 8

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bank Accounts										
MB BD CON 2056	10242	Moody Bank	09/01/2022	13,455.92	13,455.92	13,455.92	0.050	0.049	0.050	1
Subtotal and Average				13,455.92	13,455.92	13,455.92		0.049	0.050	1
Total Investments and Average				13,455.92	13,455.92	13,455.92		0.049	0.050	1

Fund BD 2023 CONS FD - Bond 2023 Construction Fund
Investments by Fund
September 30, 2023

Page 9

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX BD 2023	10291	Texas Class	05/03/2023	59,139,232.94	59,139,232.94	59,139,232.94	5.521	5.445	5.521	1
Subtotal and Average				59,139,232.94	59,139,232.94	59,139,232.94		5.446	5.521	1
Bank Accounts										
MB 23 BND 5610	10292	Moody Bank	05/23/2023	2,585,385.48	2,585,385.48	2,585,385.48	0.050	0.049	0.050	1
Subtotal and Average				2,585,385.48	2,585,385.48	2,585,385.48		0.049	0.050	1
Total Investments and Average				61,724,618.42	61,724,618.42	61,724,618.42		5.220	5.292	1



**Galveston ISD
Summary by Type
September 30, 2023
Grouped by Fund**

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Bond 2018 Construction Fund						
Bank Accounts	1	13,455.92	13,455.92	0.00	0.050	1
Subtotal	1	13,455.92	13,455.92	0.00	0.050	1
Fund: Bond 2022 Construction Fund						
Municipal Bonds	5	22,475,000.00	21,983,033.10	6.42	4.404	302
Investment Pools	2	18,796,858.61	18,796,858.61	5.49	5.521	1
Federal Agency Coupon Securities	3	31,145,000.00	30,557,667.22	8.93	4.412	265
Money Market Accounts	1	233,198.36	233,198.36	0.07	5.059	1
Bank Accounts	1	4,495,722.42	4,495,722.42	1.31	0.050	1
Treasury Coupon Securities	13	111,623,000.00	109,790,506.69	32.07	4.305	313
Treasury Discounts -Amortizing	3	37,915,000.00	36,537,426.27	10.67	5.210	267
Subtotal	28	226,683,779.39	222,394,412.67	64.96	4.496	265
Fund: Bond 2023 Construction Fund						
Investment Pools	1	59,139,232.94	59,139,232.94	17.27	5.521	1
Bank Accounts	1	2,585,385.48	2,585,385.48	0.76	0.050	1
Subtotal	2	61,724,618.42	61,724,618.42	18.03	5.292	1
Fund: Capital Projects						
Treasury Discounts -Amortizing	1	9,400,000.00	8,980,057.37	2.62	5.520	312
Subtotal	1	9,400,000.00	8,980,057.37	2.62	5.520	312
Fund: Child Nutrition						
Bank Accounts	1	1,296,663.65	1,296,663.65	0.38	0.050	1
Investment Pools	2	1,893,376.95	1,893,376.95	0.55	5.454	1
Subtotal	3	3,190,040.60	3,190,040.60	0.93	3.257	1
Fund: Interest & Sinking						
Investment Pools	2	3,045,631.15	3,045,631.15	0.89	5.509	1
Bank Accounts	1	2,050,681.49	2,050,681.49	0.60	0.050	1
Money Market Accounts	1	1,068,260.31	1,068,260.31	0.31	5.009	1

**Galveston ISD
Summary by Type
September 30, 2023
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Subtotal	4	6,164,572.95	6,164,572.95	1.80	3.606	1
Fund: General Operating						
Investment Pools	2	25,282,411.85	25,282,411.85	7.38	5.444	1
Bank Accounts	2	13,887,575.43	13,887,575.43	4.06	4.239	1
Subtotal	4	39,169,987.28	39,169,987.28	11.44	5.017	1
Fund: Student Activity						
Investment Pools	1	432,923.92	432,923.92	0.13	5.521	1
Bank Accounts	1	297,703.42	297,703.42	0.09	0.050	1
Subtotal	2	730,627.34	730,627.34	0.22	3.292	1
Total and Average	45	347,077,081.90	342,367,772.55	100.00	4.696	180



Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date
September 1, 2023 - September 30, 2023

TCG Advisors, a HUB Intl Co
 900 S Capital of Texas Hwy
 350
 Austin, TX 78746
 (512)600-5200

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2018 Construction Fund										
MB BD CON 2056	10242	RR2	13,455.92		0.050	0.00	0.00	0.57	0.57	0.00
		Subtotal	13,455.92			0.00	0.00	0.57	0.57	0.00
Bond 2022 Construction Fund										
TX BD 2022	10284	RRP	18,796,858.61		5.521	0.00	0.00	92,637.40	92,637.40	0.00
TX DLY 1227-05	10233	RRP	0.00		2.430	0.00	0.00	0.00	0.00	0.00
MB BD CON 2022	10287	RR2	4,495,722.42		0.050	0.00	0.00	159.53	159.53	0.00
FID BOND MM	10286	RR3	233,198.36		4.990	0.00	0.00	2,408.20	2,408.20	0.00
429335LP5	10254	MC1	0.00	09/01/2023	4.000	33,700.00	0.00	0.00	33,700.00	0.00
912828WE6	10257	TRC	10,058,000.00	11/15/2023	2.750	81,926.24	0.00	22,548.50	0.00	104,474.74
3130ATBL0	10251	FAC	8,485,000.00	12/08/2023	3.625	70,914.57	0.00	25,631.77	0.00	96,546.34
9128285Z9	10280	TRC	6,700,000.00	01/31/2024	2.500	14,565.22	0.00	13,654.89	0.00	28,220.11
9128286G0	10281	TRC	7,600,000.00	02/29/2024	2.375	495.88	0.00	14,876.37	0.00	15,372.25
3130ATBM8	10252	FAC	7,660,000.00	03/08/2024	3.625	133,438.26	0.00	23,139.59	138,837.50	17,740.35
13063DLZ9	10260	MC1	7,100,000.00	04/01/2024	3.000	88,750.00	0.00	17,750.00	0.00	106,500.00
91282CEK3	10255	TRC	10,172,000.00	04/30/2024	2.500	85,688.04	0.00	20,730.98	0.00	106,419.02
88213AHL2	10265	MC1	3,000,000.00	05/15/2024	2.884	25,475.33	0.00	7,210.00	0.00	32,685.33
912797FH5	10290	ATD	13,450,000.00	05/16/2024	4.622	0.00	0.00	0.00	0.00	0.00
91282CEX5	10268	TRC	10,150,000.00	06/30/2024	3.000	52,129.08	0.00	24,823.37	0.00	76,952.45
912797GB7	10294	ATD	22,200,000.00	07/11/2024	5.001	0.00	0.00	0.00	0.00	0.00
91282CFA4	10278	TRC	10,200,000.00	07/31/2024	3.000	26,608.70	0.00	24,945.65	0.00	51,554.35
64966QCA6	10264	MC1	2,960,000.00	08/01/2024	2.130	5,254.00	0.00	5,254.00	0.00	10,508.00
91282CFG1	10256	TRC	10,150,000.00	08/31/2024	3.250	906.25	0.00	27,187.50	0.00	28,093.75
010268CL2	10250	MC1	5,350,000.00	09/01/2024	0.689	18,430.75	0.00	3,071.79	18,430.75	3,071.79
912797GL5	10296	ATD	2,265,000.00	09/05/2024	5.051	0.00	0.00	0.00	0.00	0.00
91282CFN6	10279	TRC	2,163,000.00	09/30/2024	4.250	38,679.88	0.00	7,535.04	0.00	46,214.92
9128283D0	10271	TRC	10,300,000.00	10/31/2024	2.250	78,089.67	0.00	18,892.67	0.00	96,982.34
91282CDH1	10276	TRC	9,650,000.00	11/15/2024	0.750	21,437.16	0.00	5,900.14	0.00	27,337.30
3130AQ3F8	10261	FAC	15,000,000.00	12/10/2024	1.150	38,812.50	0.00	14,375.00	0.00	53,187.50
91282CDS7	10267	TRC	7,500,000.00	01/15/2025	1.125	11,005.43	0.00	6,878.40	0.00	17,883.83
9128283Z1	10272	TRC	10,330,000.00	02/28/2025	2.750	780.43	0.00	23,412.77	0.00	24,193.20
91282CED9	10277	TRC	6,650,000.00	03/15/2025	1.750	53,760.19	0.00	9,542.69	58,187.50	5,115.38
64990FA95	10275	MC1	4,065,000.00	03/15/2025	1.062	19,906.31	0.00	3,597.52	21,585.15	1,918.68
		Subtotal	226,683,779.39			900,753.89	0.00	416,163.77	365,946.03	950,971.63
Bond 2023 Construction Fund										
TX BD 2023	10291	RRP	59,139,232.94		5.521	0.00	0.00	267,727.17	267,727.17	0.00

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date

Page 2

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2023 Construction Fund										
MB 23 BND 5610	10292	RR2	2,585,385.48		0.050	0.00	0.00	126.22	126.22	0.00
		Subtotal	61,724,618.42			0.00	0.00	267,853.39	267,853.39	0.00
Capital Projects										
912797GK7	10295	ATD	9,400,000.00	08/08/2024	5.155	0.00	0.00	0.00	0.00	0.00
		Subtotal	9,400,000.00			0.00	0.00	0.00	0.00	0.00
Child Nutrition										
TX CNS-0005	10282	RRP	1,147,372.55		5.521	0.00	0.00	6,040.21	6,040.21	0.00
TX DLY 1227-08	10235	RRP	746,004.40		5.350	0.00	0.00	3,266.28	3,266.28	0.00
MB CN 7619	10245	RR2	1,296,663.65		0.050	0.00	0.00	58.38	58.38	0.00
		Subtotal	3,190,040.60			0.00	0.00	9,364.87	9,364.87	0.00
Interest & Sinking										
TX DEBT-0002	10238	RRP	2,825,724.52		5.521	0.00	0.00	12,591.85	12,591.85	0.00
TX DLY 1227-04	10232	RRP	219,906.63		5.350	0.00	0.00	962.83	962.83	0.00
MB DS 2049	10243	RR2	2,050,681.49		0.050	0.00	0.00	87.11	87.11	0.00
MB DS MM 7635	10244	RR3	1,068,260.31		4.940	0.00	0.00	4,364.30	4,364.30	0.00
		Subtotal	6,164,572.95			0.00	0.00	18,006.09	18,006.09	0.00
General Operating										
TX GEN-0001	10237	RRP	13,890,285.62		5.521	0.00	0.00	65,367.97	65,367.97	0.00
TX DLY 1227-02	10231	RRP	11,392,126.23		5.350	0.00	0.00	49,878.92	49,878.92	0.00
MB GEN 7601	10246	RR2	3,680,796.40		0.050	0.00	0.00	156.52	156.52	0.00
MB GEN 0616	10293	RR2	10,206,779.03		5.750	0.00	0.00	48,315.32	48,315.32	0.00
		Subtotal	39,169,987.28			0.00	0.00	163,718.73	163,718.73	0.00
Student Activity										
TX ACT-0004	10240	RRP	432,923.92		5.521	0.00	0.00	1,959.87	1,959.87	0.00
MB ACT 7627	10241	RR2	297,703.42		0.050	0.00	0.00	11.37	11.37	0.00
		Subtotal	730,627.34			0.00	0.00	1,971.24	1,971.24	0.00
		Total	347,077,081.90			900,753.89	0.00	877,078.66	826,860.92	950,971.63

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

Portfolio GALV

Data Updated: SET_GALV: 10/10/2023 13:19

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Run Date: 10/10/2023 - 13:20

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GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 9/30/2023

FUND	FUND	OBJ	OBJ	Revised Budget 2023-2024	FYTD Activity 2023-2024	September 2023-2024 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 90,342,314	\$ -	\$ -	\$ (90,342,314)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,671,332	\$ 275,105	\$ 275,105	\$ (1,396,227)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,000,000	\$ 53,673	\$ 53,673	\$ (946,327)
FUND TOTAL				\$ 93,013,646	\$ 328,778	\$ 328,778	\$ (92,684,868)
YTD AS A % OF BUDGET				0.4%			

FUND	FUND	OBJ	OBJ	Revised Budget 2023-2024	FYTD Activity 2023-2024	September 2023-2024 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 22,386,059	\$ -	\$ -	\$ (22,386,059)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 414,142	\$ 51,152	\$ 51,152	\$ (362,990)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 125,000	\$ 8,758	\$ 8,758	\$ (116,242)
FUND TOTAL				\$ 22,925,201	\$ 59,911	\$ 59,911	\$ (22,865,291)
YTD AS A % OF BUDGET				0.3%			

BOND 2022 & 2023 INTEREST

**Galveston Independent School District
Bond 2022 & 2023 Interest Earnings
As of September 30, 2023**

	Total Interest Earned	Moody Bank 2022 Bond Constr	Texas Class 2022 Bond Constr	Moody Bank 2023 Bond Constr	Texas Class 2023 Bond Constr
Aug-22	\$ 32,755	\$ 32,755	\$ -	\$ -	\$ -
Sep-22	\$ 402,692	\$ 8	\$ 402,684	\$ -	\$ -
Oct-22	\$ 134,569	\$ 44	\$ 134,524	\$ -	\$ -
Nov-22	\$ 149,647	\$ 67	\$ 149,580	\$ -	\$ -
Dec-22	\$ 172,618	\$ 53	\$ 172,565	\$ -	\$ -
Jan-23	\$ 180,790	\$ 48	\$ 180,743	\$ -	\$ -
Feb-23	\$ 164,978	\$ 43	\$ 164,936	\$ -	\$ -
Mar-23	\$ 177,198	\$ 92	\$ 177,106	\$ -	\$ -
Apr-23	\$ 168,717	\$ 90	\$ 168,627	\$ -	\$ -
May-23	\$ 431,487	\$ 76	\$ 168,125	\$ 38	\$ 263,247
Jun-23	\$ 422,195	\$ 102	\$ 158,591	\$ 125	\$ 263,376
Jul-23	\$ 413,532	\$ 168	\$ 142,117	\$ 130	\$ 271,117
Aug-23	\$ 377,989	\$ 210	\$ 103,865	\$ 149	\$ 273,765
Sep-23	\$ 360,650	\$ 160	\$ 92,637	\$ 126	\$ 267,727
Total Interest Earned	\$ 3,589,816	\$ 33,915	\$ 2,216,100	\$ 568	\$ 1,339,233

NOTE: September 2022 Texas Class interest was high due to the interest being calculated on the full bond proceeds prior to the funds being sent to Fidelity

10.18.2023 VENDOR TOTALS THAT EXCEED \$50K - ATTACHMENT H

VENDOR	AMOUNT
GLAZIER FOODS COMPANY	186,031.81
SKYWARD, INC	171,055.00
RELIANT ENERGY DEPT 0954	107,195.05
HARRIS COUNTY DEPARTMENT OF EDUCATION	59,635.45
ACCELERATE LEARNING INC	57,015.63
IMAGINE LEARNING LLC	56,250.00
FRONTLINE TECHNOLOGIES GROUP LLC	52,684.09

10.18.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2023	Zip
ALERT ALARMS	2,410.00	77550
BREEZEWAY CUSTOM	5,772.75	77551
CHALMERS HARDWARE & EMBROIDERY	3,438.17	77550
CITY OF GALVESTON	34,306.19	77553
CLASSIC FORD GALVESTON	373.65	77554
FASTSIGNS OF GALVESTON	438.54	77551
GALVESTON CHAMBER OF COMMERCE	2,540.00	77550-1501
GALVESTON COLLEGE	54,473.48	77550
GALVESTON INSURANCE ASSOCIATES	39,358.00	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	348.74	77550
GALVESTON VETERINARY CLINIC	839.63	77551
GISD CHILD NUTRITION	185.60	77550
GISD EDUCATIONAL FOUNDATION	2,280.00	77550
HICKS CO, W U-HAUL	304.00	77554
IDEAL LUMBER CO	57.45	77552-0187
INDUSTRIAL MATERIAL CORP	154.90	77554
JUAN FIGUEROA	500.00	77550
JULIE SCHMID	14,320.00	77554
KIERRA D THOMPSON	1,500.00	77551
KLEEN SUPPLY CO	21,287.33	77553
MAINLAND FLORAL CO J MAISEL'S	85.94	77550
MARY L CASTOR	1,500.00	77552
MELISSA RUTH DESKINS	4,300.00	77551
MINUTEMAN PRINTING & GRAPHIC	411.00	77550
MISTER GOLF CART LLC	11,193.00	77550
MOODY GARDENS GOLF COURSE	1,200.00	77554
QUINN QUIGLEY	500.00	77551
REPUBLIC PARTS CO	987.01	77550
SHERWIN-WILLIAMS CO, THE	920.24	77551
STEWART'S PACKAGING INC	702.30	77550
TOP GEAR	2,341.45	77551
TORNETTE BOOSTER CLUB	522.62	77552
TREASURE ISLAND TROPHIES	2,067.00	77551
UPWARD HOPE ACADEMY	8,333.32	77550
VIKKI CURRY	87.97	77550
VILLAGE HARDWARE	2,647.32	77551
YAGA TROPICAL CAFE, INC	800.00	77550

Statement of Exemption

School Year: 2023-2024

LEA Name: Galveston ISD 084902

Every Student Succeeds Act (ESSA)

Title I, Part A Supplement, Not Supplant (SNS) Compliance Requirement

Under ESSA Title I, Part A, the LEA must either demonstrate a valid SNS Methodology that is used to allocate State and Local funds to campuses, or have a Statement of Exemption.

Title I Part Statute:

Section 1118(b)(1)

All LEA shall use Federal funds received under this part only to supplement the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under this part, and not to supplant such funds.

Guidance on Exemptions

Based on guidance from the US Department of Education, LEAs that meet one of the situations described in the Statement of Exemption section, below, will not be required to demonstrate a methodology for allocating its State and local funds to its campuses in order to comply with the SNS Methodology requirement for Title I, Part A. The situations described, below, result in Title I neutral situations with regard to campus allocations. Therefore, the SNS requirement at the campus level is met for Title I, Part A purposes, as long as the LEA provides enough State and local resources to its campus(es) to provide a free, public education in the absence of Title I, Part A funds. Title I, Part A funds that are reserved at the LEA level must be used only for Title I, Part A purposes, as indicated in the LEA's approved ESSA Consolidated Federal Grant Application.

Statement of Exemption

The LEA, named above, will not be required to demonstrate a methodology for allocating its State and local funds for the reason indicated, below:

- ☐ The LEA has only one campus.
- ☒ All campuses in the LEA are Title I campuses.
- ☐ The LEA has only one campus in each campus category [Elementary, Middle, High School]
- ☐ All campus categories are exempt, either because all campuses in the category are Title I campuses; all are non-Title I; or the category has only one campus.

Campus Name	Campus #	Grades	Title I Served [Y/N]

[Attach list of campuses if more space is required.]

Annette Scott

Printed Name of Authorized Official

Asst. Supt. Student Support 10/12/2023

Title

Annette Scott

Signature of Authorized Official

10/12/2023

Date

The LEA must maintain this completed Statement of Exemption on file, subject to request by an auditor or by TEA staff.



Galveston ISD
Interest Earnings
Sorted by Fund - Maturity Date
September 1, 2023 - September 30, 2023
Yield on Beginning Book Value

TCG Advisors, a HUB Int'l Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Adjusted Interest Earnings

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond 2018 Construction Fund												
MB BD CON 2056	10242	BD 2018	RR2	13,455.92	13,455.35	13,455.92		0.050	0.052	0.57	0.00	0.57
Subtotal				13,455.92	13,455.35	13,455.92			0.052	0.57	0.00	0.57

Fund: Bond 2022 Construction Fund												
TX BD 2022	10284	BD 2022	RRP	18,796,858.61	20,704,221.21	18,796,858.61		5.521	5.444	92,637.40	0.00	92,637.40
FID BOND MM	10286	BD 2022	RR3	233,198.36	424,397.95	233,198.36		4.990	6.904	2,408.20	0.00	2,408.20
MB BD CON 2022	10287	BD 2022	RR2	4,495,722.42	4,093,891.90	4,495,722.42		0.050	0.047	159.53	0.00	159.53
429335LP5	10254	BD 2022	MC1	0.00	1,685,000.00	0.00	09/01/2023	4.000		0.00	0.00	0.00
912828WE6	10257	BD 2022	TRC	10,058,000.00	10,029,246.86	10,040,748.12	11/15/2023	2.750	4.131	22,548.50	11,501.26	34,049.76
3130ATBL0	10251	BD 2022	FAC	8,485,000.00	8,467,842.48	8,473,148.93	12/08/2023	3.625	4.445	25,631.77	5,306.45	30,938.22
9128285Z9	10280	BD 2022	TRC	6,700,000.00	6,649,021.26	6,659,082.85	01/31/2024	2.500	4.340	13,654.89	10,061.59	23,716.48
9128286G0	10281	BD 2022	TRC	7,600,000.00	7,526,808.13	7,538,939.38	02/29/2024	2.375	4.366	14,876.37	12,131.25	27,007.62
3130ATBM8	10252	BD 2022	FAC	7,660,000.00	7,629,822.07	7,634,663.45	03/08/2024	3.625	4.462	23,139.59	4,841.38	27,980.97
13063DLZ9	10260	BD 2022	MC1	7,100,000.00	7,049,840.94	7,057,006.52	04/01/2024	3.000	4.300	17,750.00	7,165.58	24,915.58
91282CEK3	10255	BD 2022	TRC	10,172,000.00	10,055,694.47	10,070,112.51	04/30/2024	2.500	4.253	20,730.98	14,418.04	35,149.02
88213AHL2	10265	BD 2022	MC1	3,000,000.00	2,969,320.95	2,972,944.46	05/15/2024	2.884	4.439	7,210.00	3,623.51	10,833.51
912797FH5	10290	BD 2022	ATD	13,450,000.00	13,004,472.59	13,056,278.11	05/16/2024	4.622	4.847	0.00	51,805.52	51,805.52
91282CEX5	10288	BD 2022	TRC	10,150,000.00	10,044,470.49	10,054,918.95	06/30/2024	3.000	4.272	24,823.37	10,448.46	35,271.83
912797GB7	10294	BD 2022	ATD	22,200,000.00	21,231,657.29	21,324,174.11	07/11/2024	5.001	5.302	0.00	92,516.82	92,516.82
91282CFM4	10278	BD 2022	TRC	10,200,000.00	10,077,823.63	10,088,797.55	07/31/2024	3.000	4.336	24,945.65	10,973.92	35,919.57
64966QCA6	10264	BD 2022	MC1	2,960,000.00	2,901,416.69	2,906,742.44	08/01/2024	2.130	4.436	5,254.00	5,325.75	10,579.75
91282CFG1	10256	BD 2022	TRC	10,150,000.00	10,058,253.74	10,065,794.53	08/31/2024	3.250	4.201	27,187.50	7,540.79	34,728.29
010268CL2	10250	BD 2022	MC1	5,350,000.00	5,160,879.39	5,176,639.45	09/01/2024	0.689	4.440	3,071.79	15,760.06	18,831.85
912797GL5	10286	BD 2022	ATD	2,265,000.00	0.00	2,156,974.05	09/05/2024	5.051	5.396	0.00	7,625.36	7,625.36
91282CFN6	10279	BD 2022	TRC	2,163,000.00	2,161,960.72	2,162,039.66	09/30/2024	4.250	4.285	7,535.04	78.94	7,613.98
9128283D0	10271	BD 2022	TRC	10,300,000.00	10,073,944.44	10,089,863.85	10/31/2024	2.250	4.204	18,892.67	15,919.41	34,812.08
91282CDH1	10276	BD 2022	TRC	9,650,000.00	9,250,745.38	9,277,905.56	11/15/2024	0.750	4.348	5,900.14	27,160.18	33,060.32
3130AQCF8	10261	BD 2022	FAC	15,000,000.00	14,411,383.15	14,449,854.84	12/10/2024	1.150	4.462	14,375.00	38,471.69	52,846.69
91282CDS7	10267	BD 2022	TRC	7,500,000.00	7,192,755.65	7,211,116.87	01/15/2025	1.125	4.269	6,878.40	18,361.22	25,239.62
9128283Z1	10272	BD 2022	TRC	10,330,000.00	10,111,435.45	10,123,444.49	02/28/2025	2.750	4.262	23,412.77	12,009.04	35,421.81
91282CED9	10277	BD 2022	TRC	6,650,000.00	6,394,055.50	6,407,742.37	03/15/2025	1.750	4.420	9,542.69	13,686.87	23,229.56
64990FA95	10275	BD 2022	MC1	4,065,000.00	3,858,518.95	3,869,700.23	03/15/2025	1.062	4.660	3,587.52	11,181.28	14,778.80

Galveston ISD
Interest Earnings
September 1, 2023 - September 30, 2023

Adjusted Interest Earnings

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond 2023 Construction Fund												
TX BD 2023	10291	BD 2023	RRP	59,139,232.94	58,871,505.77	59,139,232.94		5.521	5.533	267,727.17	0.00	267,727.17
MB 23 BND 5610	10292	BD 2023	RR2	2,585,365.48	3,283,366.75	2,585,365.48		0.050	0.047	126.22	0.00	126.22
Subtotal				61,724,618.42	62,154,872.52	61,724,618.42			5.243	267,853.39	0.00	267,853.39
Fund: Capital Projects												
912797GK7	10295	CAPPRO	ATD	9,400,000.00	8,939,678.27	8,980,057.37	08/08/2024	5.155	5.495	0.00	40,379.10	40,379.10
Subtotal				9,400,000.00	8,939,678.27	8,980,057.37			5.485	0.00	40,379.10	40,379.10
Fund: Child Nutrition												
TX CNS-0005	10282	CN	RRP	1,147,372.55	1,918,693.84	1,147,372.55		5.521	3.830	6,040.21	0.00	6,040.21
TX DLY 1227-08	10235	CN	RRP	746,004.40	742,738.12	746,004.40		5.350	5.350	3,266.28	0.00	3,266.28
MB CN 7619	10245	CN	RR2	1,296,663.65	1,016,907.70	1,296,663.65		0.050	0.070	58.36	0.00	58.36
Subtotal				3,190,040.60	3,678,339.66	3,190,040.60			3.888	9,364.87	0.00	9,364.87
Fund: Interest & Sinking												
TX DEBT-0002	10238	DS	RRP	2,825,724.52	2,737,700.69	2,825,724.52		5.521	5.596	12,591.85	0.00	12,591.85
TX DLY 1227-04	10232	DS	RRP	219,906.63	218,943.80	219,906.63		5.350	5.350	962.83	0.00	962.83
MB DS MM 7635	10244	DS	RR3	1,068,260.31	1,068,896.01	1,068,260.31		4.940	4.991	4,364.30	0.00	4,364.30
MB DS 2049	10243	DS	RR2	2,050,681.49	2,051,544.38	2,050,681.49		0.050	0.052	87.11	0.00	87.11
Subtotal				6,164,572.95	6,072,084.88	6,164,572.95			3.608	18,006.09	0.00	18,006.09
Fund: General Operating												
TX GEN-0001	10237	GEN OP	RRP	13,890,285.62	16,348,419.30	13,890,285.62		5.521	4.865	65,367.97	0.00	65,367.97
TX DLY 1227-02	10231	GEN OP	RRP	11,392,126.23	11,342,247.31	11,392,126.23		5.350	5.350	49,878.92	0.00	49,878.92
MB GEN 0616	10293	GEN OP	RR2	10,206,779.03	10,158,463.71	10,206,779.03		5.750	5.787	48,315.32	0.00	48,315.32
MB GEN 7601	10246	GEN OP	RR2	3,680,796.40	2,928,910.05	3,680,796.40		0.050	0.065	156.52	0.00	156.52
Subtotal				39,169,987.28	40,776,040.37	39,169,987.28			4.885	163,718.73	0.00	163,718.73
Fund: Student Activity												
TX ACT-0004	10240	STUACT	RRP	432,923.92	430,964.05	432,923.92		5.521	5.533	1,959.87	0.00	1,959.87
MB ACT 7627	10241	STUACT	RR2	297,703.42	233,311.13	297,703.42		0.050	0.059	11.37	0.00	11.37
Subtotal				730,627.34	664,275.18	730,627.34			3.610	1,971.24	0.00	1,971.24
Total				347,077,081.90	345,519,627.51	342,367,772.55			4.666	877,078.66	448,293.47	1,325,372.13

Statement Disclosures

The information provided in this report was created by TCG Advisors utilizing data from your custodian that is considered reliable. TCG Advisors is relying on the information provided by your custodian; TCG Advisors has not audited or otherwise verified the accuracy of the methodology, calculations, or information in this report. As a result, the methodology, calculations, and information presented in the report are not guaranteed by TCG Advisors.

TCG Advisors is independent of your custodian.

You should consider the account statements received directly from your account custodian as the prevailing document for your account. Please review the information contained on this statement against the statement provided to you from the account custodian or product sponsor. The reported value on your account statement you received from the account custodian may differ from the reported value on this quarterly statement due to a variety of factors including the treatment of accrued income and dividends, rounding and other considerations. If there is any unexplained discrepancy between this statement and the account statement you received from the account custodian, please immediately contact TCG Advisors and/or your account custodian. Discrepancies should be reported to TCG Advisors via telephone at 512-600-5268.

The account portfolio or assets in the account are valued at the starting and ending points of the period. Cash flows are included in the calculation based on when they occurred during the period.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than their original cost. All investments have investment risks such as fluctuation in investment principal including the complete loss of principal invested. The values represented in the report may not reflect the original cost of a client's initial investment. TCG Advisors standard reporting does not reflect reinvestment of dividends and other earnings in the performance numbers, unless the account holder specifically asks for inclusion of such earnings. Performance report calculations and figures should not be relied upon for tax purposes.

If you have any changes in your financial situation, risk tolerance, investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your account(s), please contact TCG Advisors immediately. Also, please contact us if you would like a current copy of our Disclosure Document, which includes a description of the advisory services we offer.

This material is not intended to present an opinion on legal or tax matters. Please consult with your attorney or tax advisor and compare this document to your custodial statement for accuracy, as applicable.

Summary of Legal Charges FY23/24**Thompson & Horton LLP**

General - Miscellaneous	-
M Hayman	-
R Terrell	465.00
General - Contracts/Procurement	1,007.50
Galveston ISD SPED	115.00
General - 2022 Bonds	697.50
General - Board issues	-
New Ball High School	-
Ball HS Natatorium	-
New Courville Stadium	-
	2,285.00

Action Sheet

MEETING DATE:

October 18, 2023

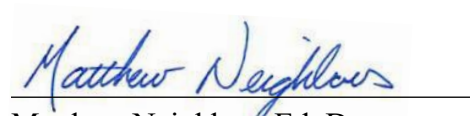
AGENDA ITEM:

Discuss and Consider Nominations for
Persons to Serve on the Galveston Central
Appraisal District Board of Directors.

Voting entities of the Galveston Central Appraisal District (GCAD) are entitled to nominate persons to serve on the GCAD Board of Directors. Any nominations must be made in open session and submitted by the presiding officer to the Chief Appraiser along with a written resolution.

RECOMMENDATION:

**I move that the Board of Trustees
nominate Tom Farmer as a candidate for
the Galveston Central Appraisal District
Board of Directors.**


Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

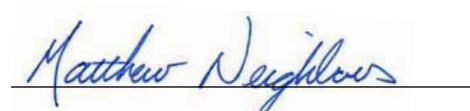
October 18, 2023

AGENDA ITEM:

Consider approval of the minutes from the Regular Meeting on September 20, 2023

RECOMMENDATION:

**I move that the Board of Trustees
approve the minutes from the Regular
Meeting on September 20, 2023**



Matthew Neighbors Ed. D.
Superintendent



Minutes of Regular Meeting

The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held September 20, 2023, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

Audio visual recording of this meeting can be found online at: <https://gisd.viebit.com/index.php?folder=ALL>

Board members Present: O'Neal, Masel, Smecca, Lakin, and Beeton Absent: Brown
Staff Present: Curry, Post, Martello, Polzin, Scott, Patrick, Grant, Mueller, Allmond, Monges, Pruitt, Rogers, Bly

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. –6:00 by *Johnny Smecca*
- 2) Pledge of Allegiance to the United States flag and the Texas flag. –6:00 *Led by Mattie Scott, 7th grader at Central Middle School*
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting. –6:22 *none*
- 4) Declaration of Conflicts of Interest. –6:01 *none*
- 5) District Reports –6:02 *Smecca would like to thank the boy scout troop 123 for being present to earn their communications and citizenship badge.*
 - A) Superintendent's Report –6:02 *Vikki Curry and Desiree Monges presented writing scores from the new STAAR test and some district strategies to improve this year. Discussion.*
 - B) Board Committee Reports –6:22
 - 1) Policy Committee Chair- Mr. David O'Neal –6:22 *upcoming meeting.*
 - 2) Facilities/Finance Committee –6:23 *Report given by Chair, Mr. Johnny Smecca.*
- 6) Financial Reports and Budget Update –6:28 *Report given by CFO, Jeff Martello. Discussion.*
- 7) REGULAR AGENDA- Action Items –6:47
 - A) Discuss and Consider Approval of the CSP proposal for Austin Middle School Phase 1 to the recommended contractor on September 19, 2023 –6:47 *Motion by Beeton. Second by Jobe. Unanimous in favor. Brown absent.*
 - B) Discuss and Consider Approval of the CSP Renovation proposal for Weis Middle School Phase 2 to the recommended contractor on September 19, 2023 –6:48 *Motion by Jobe. Second by Beeton. Unanimous in favor. Brown absent.*
- 8) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. –6:49pm

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Personnel
- B) Consultation with Attorney
- C) Real Property
- D) Security

9) Reestablish the open meeting of the Galveston ISD Board of Trustees. –7:20 *Jobe gave an overview of topics in executive session.*

10) CONSENT AGENDA - Action Items –7:21 *Removing D. Motion to accept by Masel. Second by Lakin. Unanimous in favor. Brown absent.*

- A) Consider approval of the minutes from the August 23, 2023 Regular School Board Meeting.
- B) Consider approval of personnel resignations and recommendations with contracts.
- C) Discuss and consider approval of payment of attorney fees.
- D) *Discuss and consider approval of monthly Budget Amendment (Under separate cover.) Removed.*

E) Discuss and consider approval of donations in accordance with Board Policy CDC Local.

F) Discuss and consider approval of Skyward Annual License Fee for \$170,906.00.

G) Discuss and Consider approval of Attendance Committees for all campuses as per FEC (LEGAL).

H) Discuss and consider approval for the District Goals and Performance Objectives for 2023-2024

I) Discuss and consider approval for the campus goals and performance objectives as presented in the campus plans.

J) Discuss and consider approval to continue to contract with Wexford, Inc. for evaluation services for an amount not to exceed \$150,000.

K) Discuss and Consider approval to cancel the Regular School Trustee Election for District 6-F for the November 3, 2023 School Board Election.

L) Discuss and Consider approval of Certification of Unopposed Candidate for the Regular School Trustee Election for District 6-F

M) Discuss and consider approval of resolution adopting the TXDOT prevailing wage rates for supplementing previously approved PBK wage rates

N) Consider approval of the LEA Self-Certification of Micro-Purchases for 2023-2024

O) Update FMG-R –Student Travel

P) Discuss and Consider Nominations for Persons to Serve on the Galveston Central Appraisal District Board of Directors.

11) REGULAR AGENDA – Action Items (Continued) –7:22

A) Discuss and Consider approval of Resolution Authorizing Intervention in the Accountability Lawsuit against the State of Texas and related actions. –7:22 *The board has chosen to do a no vote. Administration recommends the same.*

12) Suggested Future Agenda Items –7:26 *Continuation of elementary consolidation and phasing of the demolition of Ball South. In policy, naming of buildings.*

13) COMMENTS FROM THE BOARD OF TRUSTEES –7:27

O'Neal - Moment of silence for Yolanda Vera who used to work in benefits passed away earlier this week. Thanks to all employees who participated in the Salvation Army fashion show. Next Wednesday is the open house walk through at Courville stadium.

Jobe - Thanks for the support at the football game and everyone that was making sure things were working.

Masel - Next Curriculum meeting is Thursday, October 5th. She is impressed with the work at Oppe in the robotics program and also noted the hardworking teachers.
Lakin - Thanks to all the athletes and musicians participating at the football game.
Smecca - Thanks to all the taxpayers that supported all five bond issues and come out next Wednesday.
Neighbors - Wednesday, September 27th at 6pm, we will be having an open house at Courville stadium.

Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:

1. Expressions of thanks, gratitude, and condolences
2. Information regarding holiday schedules
3. Honorary or salutary recognition of a public official, public employee, or other citizen
4. Reminders regarding GISD events
5. Reminders regarding community events
6. Health and safety announcements
- 14) Adjournment –7:35

Minutes taken by: Amedia Bly

Approved on October 18, 2023

Mr. Tony Brown, President

Shae Jobe, Secretary

Action Sheet

MEETING DATE:

October 18, 2023

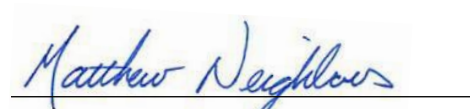
AGENDA ITEM:

Discuss and consider approval of personnel resignations and recommendations with contracts.

Under Separate Cover

RECOMMENDATION:

I move that the Board of Trustees approve personnel resignations and recommendations with contracts.



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

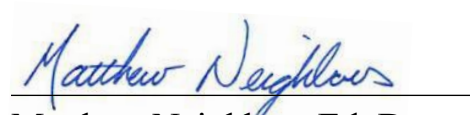
October 18, 2023

AGENDA ITEM:

Discuss and consider approval of payment of attorney fees.

The Board has directed that attorney fees incurred by the district be brought for approval before payments are made. The district is in receipt of invoices from:

Under separate cover



Matthew Neighbors Ed. D.
Acting Chief Executive Officer

Action Sheet

MEETING DATE:

October 18, 2023

AGENDA ITEM:

Discuss and consider approval of monthly
Budget Amendment (Under separate cover.)

RECOMMENDATION:

I move that the Board of Trustees approve
the budget amendment, as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

October 18, 2023

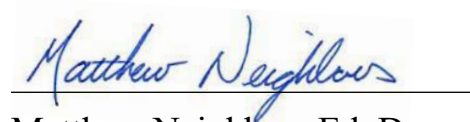
AGENDA ITEM:

Discuss and consider approval of donations
in accordance with Board Policy CDC Local

Under separate cover.

RECOMMENDATION:

I move that the Board accept the donations,
as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



**Galveston Independent School District
Donations/Gifts for September 2023**

In accordance with Board Policy CDC (Local), the Board of Trustees of Galveston Independent School District acknowledges and appreciates the following donations:

Date	Recipient	Giver	Gift
9/2023	Special Programs Dept.	CASA (Casa Appointed Special Advocates)	13 Backpacks full of school supplies
9/2023	Special Programs Dept.	Shelley Kessler	Comforters, Queen/King Sheets & Pillows
9/2023	GISD Homecoming Football Game – for fireworks	Moody Bank	\$2,500.00
9/26/23	ARK Club	Barbara Segura	\$200.00
9/18/23	GISD Homecoming Football Game – for fireworks	A. Smecca, Inc DBA Mario's Seawall	\$1,000.00
9/18/23	GISD Homecoming Football Game – for fireworks	ICE HART LP	\$1,000.00
9/16/23	Crenshaw Elementary School (art supplies)	Bolivar Peninsula Cultural Foundation	\$500.00
9/13/23	F.A.C.E.	Galveston Kiwanis Club	\$200.00
9/14/23	F.A.C.E.	Carol Hodges	\$150.00
9/22/23	F.A.C.E. Pantry Program	Sand N Sea Properties LLC	\$1,000.00

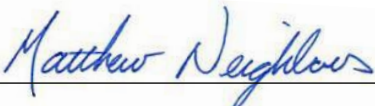
Action Sheet

MEETING DATE: October 18, 2023

AGENDA ITEM: Discuss and Consider Approval Materials Testing for New Ball High School and Natatorium

The GISD Construction Team in coordination with Zero Six Consulting is recommending Alpha Testing to perform Construction Materials Testing for the New Ball High School and Natatorium location. The vendor pool selection for the utilization of the Alpha Testing firm occurred with RFQ 2021-22-017 Geotechnical Engineering, Environmental Assessment, & Construction Materials Testing in June 2022. Scope of Services performed shall include testing all construction related materials for the structure, foundation, site, and utility infrastructure. Proposal Attached. Cost Estimate is \$223,611.00 for the proposal. Funds will be utilized from the 2022-2023 Bond program.

RECOMMENDATION: I move that the Board of Trustees approve the proposal from the engineering firm, Alpha Testing, as presented.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer

CMT COST ESTIMATE

New Ball High School and Natatorium-CO #1

4115 Avenue O, Galveston, TX 77550

Cost Estimate No: 100181



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

15811 Tuckerton Road
Houston, Texas 77095

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

10/05/23

ZERO/SIX CONSULTING
1220 103Rd Street
Galveston, Tx 77554
Attention: Zachary Johnson
zjohnson@z6consulting.com

Construction Materials Testing
Services and Fees
NEW BALL HIGH SCHOOL AND NATATORIUM-
CO #1
4115 Avenue O, Galveston, Tx 77550
Cost Estimate No: 100181-23-56H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,
ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.
Regional Manager

Heath Helgeson C.E.T.
Senior Project Manager

JC/HH
Attachments: Acceptance Sheet
General Terms and Conditions



Firm Profile

HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS



1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhojt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

4. Houston Office

15811 Tuckerton Rd. Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: rsaravanathiiban@alphatesting.com

Joseph Culley, SET, Regional Manager: jculley@alphatesting.com

Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



PROJECT INFORMATION

It is our understanding that 2 new, steel framed buildings with an approximate gross footprint of 343,580 square feet is to be constructed at the proposed development in Galveston, Texas. Concrete paving is also planned for the proposed structure. We understand that waterlines, sanitary sewers, and storm drains will be installed at the proposed development. In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 8/30/2023; structural plans dated: 6/28/2023.

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 6,485 linear feet of storm drains would be excavated and installed. In addition, about 3,000 linear feet of waterlines, and an estimated 1,065 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 240 hours to perform field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 145,825 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 80 hours to perform density tests and field gradations. In addition, the technician could obtain approximately 2 soil sample for laboratory proctor analysis.

CONCRETE TESTING

Based on information provided, it is our understanding, approximately 12,730 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 240 hours to mold approximately 510 test cylinders.

STRUCTURAL STEEL

It has been estimated that an engineering technician could be required for approximately 240 hours to visually observe the structural steel placed.



SCOPE OF SERVICES

UTILITIES

1 FDT each 300 linear feet per 6 inch lift

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

Note: This cost estimate excludes testing of individual service lines. Should these items require testing, this cost estimate could be revised upon request.

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

STRUCTURAL STEEL

1 trip every 5,000 square feet



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, LLC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	160.00	\$56.00	\$8,960.00
Density Testing (ot) /Hour	80.00	\$84.00	\$6,720.00
Material Pickup/Hour	8.00	\$56.00	\$448.00
Nuclear Density Gauge/Trip	20.00	\$100.00	\$2,000.00
Proctor #/Each	3.00	\$250.00	\$750.00
Atterberg Limit Test/Each	3.00	\$85.00	\$255.00
-200 Sieve/Each	3.00	\$85.00	\$255.00
Compressive Strength of Stabilized Sand/Each	2.00	\$240.00	\$480.00
Vehicle Trip Charge/Trip	20.00	\$100.00	\$2,000.00
Engineering Report Review/Hour	10.00	\$120.00	\$1,200.00
Subtotal			\$23,068.00

II. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	80.00	\$56.00	\$4,480.00
Field Gradations/Hour	40.00	\$84.00	\$3,360.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Nuclear Density Gauge/Trip	10.00	\$100.00	\$1,000.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	2.00	\$85.00	\$170.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Vehicle Trip Charge/Trip	11.00	\$100.00	\$1,100.00
Engineering Report Review/Hour	5.00	\$120.00	\$600.00
Subtotal			\$11,604.00



III. Spread Footings (Includes Concrete)

Description	Est. Qty	Unit Rate	Est. Total
Footing Monitoring/Hour	280.00	\$75.00	\$21,000.00
Footing Monitoring (ot)/Hour	70.00	\$112.50	\$7,875.00
Cylinder Pickup/Hour	4.00	\$56.00	\$224.00
Concrete Comp. Test/Each	140.00	\$22.00	\$3,080.00
Vehicle Trip Charge/Trip	35.00	\$100.00	\$3,500.00
Engineering Report Review/Hour	15.00	\$120.00	\$1,800.00
Subtotal			\$37,479.00

IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	240.00	\$56.00	\$13,440.00
Concrete-Testing (ot)/Hour	60.00	\$84.00	\$5,040.00
Cylinder Pickup/Hour	40.00	\$56.00	\$2,240.00
Concrete Comp. Test/Each	510.00	\$22.00	\$11,220.00
Floor Flatness (Minimum Charge)/Min	30.00	\$550.00	\$16,500.00
Vehicle Trip Charge/Trip	35.00	\$100.00	\$3,500.00
Engineering Report Review/Hour	25.00	\$120.00	\$3,000.00
Subtotal			\$54,940.00

V. Structural Steel

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	240.00	\$95.00	\$22,800.00
Ultrasonic Testing	40.00	\$135.00	\$5,400.00
Equipment Charge	10.00	\$150.00	\$1,500.00
Vehicle Trip Charge/Trip	50.00	\$100.00	\$5,000.00
Engineering Report Review/Hour	15.00	\$120.00	\$1,800.00
Subtotal			\$36,500.00

VI. Sprayed-On Fire Proofing

Description	Est. Qty	Unit Rate	Est. Total
Fireproofing/Hour	160.00	\$75.00	\$12,000.00
Fireproofing (ot)/Hour	40.00	\$112.50	\$4,500.00
Material Pickup/Hour	16.00	\$56.00	\$896.00
Lab Density Testing/Each	20.00	\$55.00	\$1,100.00
Adhesion/Cohesion Testing/Each	20.00	\$55.00	\$1,100.00
Vehicle Trip Charge/Trip	20.00	\$100.00	\$2,000.00
Engineering Report Review/Hour	10.00	\$120.00	\$1,200.00
Subtotal			\$22,796.00



ADDITIVE OPTION

VII. Mortar & Grout

Description	Est. Qty	Unit Rate	Est. Total
Masonry Observation & Reporting/Hour	240.00	\$75.00	\$18,000.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Cubes/Each	180.00	\$45.00	\$8,100.00
Prisms/Each	120.00	\$50.00	\$6,000.00
Vehicle Trip Charge/Trip	31.00	\$100.00	\$3,100.00
Engineering Report Review/Hour	15.00	\$120.00	\$1,800.00
Subtotal			\$37,224.00

Grand Total: \$186,387.00

Grand Total With Alternate: \$223,611.00

*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



CMT
ACCEPTANCE FORM

Date:	October 5, 2023	Alpha Cost Estimate No:	100181-23-56H
Project Name:	NEW BALL HIGH SCHOOL AND	CMT Estimate	\$186,387.00
	NATATORIUM-CO #1		
	4115 Avenue O, Galveston, Tx		
Project City:	77550	CMT Estimate With Alt	\$223,611.00

* Highlighted Areas Must Be Filled Out *

CLIENT: _____ ATTN: _____

ADDRESS: _____ EMAIL: _____

CITY/STATE/ZIP: _____ PHONE/FAX: _____

OWNER OF PROPERTY: _____

ADDRESS: _____ CITY/STATE/ZIP: _____ / _____ / _____

PROJECT LEGAL DESCRIPTION: _____

PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,500.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Non-Solicitation Agreement: The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: _____

Signature

Title

Date

Accounts Payable Contact:

Name: _____ Phone: _____ Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm

Contact Name

Email



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, LLC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



“EXHIBIT A”

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party. ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.



Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.



Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier that concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

Action Sheet

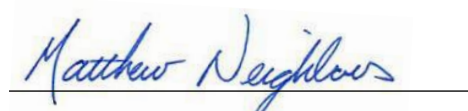
MEETING DATE: October 18, 2023

AGENDA ITEM: Discuss and Consider Approval of GMP #5B for the Ball High School and Natatorium Project.

On Thursday, October 5, 2023, Gilbane-Kelso, acting as Construction Manager at Risk on behalf of Galveston Independent School District, received sub-contractor proposals for Package 5B to include the concrete foundations and structural steel for the project.

Additional scope for previously approved packages are also included in the proposal to align with adjustments in the required scope. Upon receipt of all documentation, the team conducted a thorough review of the submitted proposals. Following this review, the project team hereby recommends acceptance of the proposed GMP #5B by the Galveston Independent School District Board of Trustees, and authorization of Gilbane - Kelso to proceed with the work.

RECOMMENDATION: I move that the Board of Trustees approve GMP #5B for the Ball High School and Natatorium Project in the amount of (amount to be named 10-16-23 under separate cover).



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:**October 18, 2023****AGENDA ITEM:**

Discuss and Consider Approval of Property Insurance Coverage Declaration for the Ball High School and Natatorium Projects

GISD currently has bound coverage for the builder's risk coverage for Ball High School phased construction of a new High School and Natatorium composed of two buildings, one on each side of Avenue O. The current builder's risk coverage is bound at a cost of \$1,226,478. The current excess catastrophic policy limit is set at \$20,000,000 each for flood and named-windstorm. After the GISD Construction Team and Zero Six assessment, the recommendation is for GISD to decline Excess CAT options and CAT deductible buydowns as presented by the Gilbane Building Company.

In February 2023, GISD chose to not buy additional catastrophic limit bands of coverage due to the current market availability and high pricing. The proposed recommendation is mirroring the Board direction in February 2023. See attached proposal (rates subject to change due to market conditions).

Declined coverage options include the following, costs of which would be in addition to the coverage already bound:

Excess CAT Options**Ind. 4.925% SL Tax/Fee****Option 1 - Excess Named Storm & Flood Limit - \$5M xs \$20M****Eff. 8/31/23 - 5/25/27****\$1,768,400****Shared NWS & Flood Limit****Option 2 - Excess Named Storm & Flood Limit - \$10M xs \$20M****Eff. 8/31/23 - 5/25/27****\$2,823,435****Shared NWS & Flood Limit****CAT Deductible Buydowns****Layer 1 - Phase 1 & Press Box Only (to 6/24/25)****Buy Down from 5% to \$100k flat****\$1,495,181****Max Recoverable \$3M per occurrence****Layer 2 - Phase 1 & Press Box Only (to 6/24/25) - \$3.3M xs \$3.1M****\$430,193****RECOMMENDATION:**

I move that the board decline the Excess CAT building insurance options and CAT deductible buydowns and grant GISD Administration the authority to amend the Gilbane Construction Company contract following the declined CAT insurance, as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Disclaimer

This is an indication for insurance only; rates are subject to change. No insurance is in effect until this coverage is bound. Please refer to subjectivities outlined below.

Date:	9/6/2023
Requestor:	Michael C. Matula
Project Owner:	Galveston Independent School District
Gilbane Entity:	Gilbane Building Company
Name of Project	Galveston ISD - Galveston Ball High School and Courville Press Box
Project #	J10001.000
Project Address	4115 Avenue O, Galveston, TX 77550

Project Description	Ball High School Phased construction of a new high school and natatorium composed of two building, one on each side of Avenue O. See attached Phasing Plan Sketch. A proposed bridge over Avenue O connects the two buildings. The total gross area of both buildings is 458,000sf. Phase 1: The North Building(290,000sf) is a 3-story steel framed building containing Administration, Library, Academic Classrooms and Labs, Kitchen, Dining Commons, CTE Shops, Classrooms and all support spaces. The building contains an enclosed courtyard. The North Block Site includes concrete parking lot and drives, detention pond, landscaping, sidewalks, and other site amenities. This North building is Phase 1 of the project. Construction of Phase 1 is scheduled from 3/30/2023 thru 6/28/24. The District will occupy Phase 1 after substantial completion. This phase includes demolition of the existing Scott Building and other existing structures on the north block. Phase 2: Demolition of a portion of the existing Ball High School. Note: There will still be a portion of the existing Ball High School that will remain occupied during Phase 2. Once partial demolition is complete, Construction of the South Building (South of Avenue O) which is a 1-story steel framed building(168,000sf) containing the Auditorium, Fine Arts Classrooms, Gymnasiums, Locker Rooms, Offices, Natatorium and all support spaces. The South building will be occupied after substantial completion. Phase 2 is scheduled for 8/1/2024 thru 11/28/2025. Phase 3: Demolition of the remaining portion of the existing Ball High School. Construction of parking lots, hardscape, landscape. The schedule for Phase 3 is 12/1/2025 thru 5/15/2026.
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Construction Type:	Fire Resistive
Wind Zone	HH
Flood Zone	AE
EQ Zone	LH

DETAILS

Insurance Company		Travelers Property Casualty of America	
Phase 1 BR Premium	\$852,858		
Phase 2 BR Premium	\$340,915		
Phase 3 BR Premium	\$18,628		
Phase 4 BR Premium	\$14,077		
Existing Structure - Arising From Your Work Premium	Included Above (\$87,244)		
LEG3 Premium	Included Above (\$148,596)		
Total BR Premium	\$1,226,478	BOUND	
Excess CAT Options		Incl. 4.925% SL Tax/Fee	Carrier
Option 1 - Excess Named Storm & Food Limit - \$5M xs \$20M Eff. 8/31/23 - 5/25/27 Shared NWS & Flood Limit		\$1,768,400	Valid to 9/12/23 Berkshire 100%
Option 2 - Excess Named Storm & Food Limit - \$10M xs \$20M Eff. 8/31/23 - 5/25/27 Shared NWS & Flood Limit		\$2,823,435	Valid to 9/12/23 Berkshire 50% Westchester 50%
CAT Deductible Buydowns			Carrier
Layer 1 - Phase 1 & Press Box Only (to 6/24/25) Buy Down from 5% to \$100k flat Max Recoverable \$3M per occurrence		\$1,495,181	Valid to 9/12/23 Aegis 100%
Layer 2 - Phase 1 & Press Box Only (to 6/24/25) - \$3.3M xs \$3.1M		\$430,193	Valid to 9/12/23 RSUI 50% Starstone 50%

	Ball HS Phase 1	Ball HS Phase 2	Ball HS Phase 3	Courville Stadium Press Box
Effective Date	6/2/2023	6/25/2025	6/26/2027	1/24/2024
Expiration Date	6/24/2025	5/25/2027	10/15/2027	10/24/2024
	Note: Scope Description and phased budget/schedule required in order to bind Phased Option			
Policy Limits	\$128,296,850	\$91,138,105	\$6,301,686	\$3,500,000
	Project Value			
	\$20,000,000			
	Flood aggregate			
	\$128,296,850	\$91,138,105	\$6,301,686	\$3,500,000
	Earthquake aggregate			
	\$20,000,000			
	Named Storm aggregate			
	\$128,296,850	\$91,138,105	\$6,301,686	\$3,500,000
	Release of Water Steam or Fluid Limit			
	\$128,296,850	\$91,138,105	\$6,301,686	\$3,500,000
	All covered property in one occurrence			
	\$50,000,000			
	LEG3 Scope of Defects			
	\$5,000,000			
	Soft Costs			
	\$2,500,000			
	Existing Structure - Arising From Your Work			
Policy Deductibles	All Other Perils	\$50,000		
	Flood	5% / Min. \$250,000		
	Earthquake	\$50,000		
	Named Storm	5% / Min. \$100,000		
	Water Damage	\$200,000		
	Delay in Completion	1 day per month, minimum 14 days		
	LEG3	\$150,000		
Policy Perils	All risk including flood, earthquake, and Named Windstorm (unless excluded above)			
Policy Valuation	Replacement Cost			
Coinsurance	None			
Subjectivities:	Quotes are subject to carrier moratorium should a storm develop before binding. Excess & Deductible Buydown quotes are shared Named Windstorm and Flood limits.			

MASTER PROGRAM COVERAGES	
Named Insured	Gilbane Building Company and Owner(s)
Additional Insured	Contractors, subcontractors of all tiers and any other party required by contract, entered into by Gilbane, as their interests may appear
Boiler & Machinery	Policy Limit
Terrorism Coverage	Included up to project limit
Included in project limit	Temporary structures and forms
\$5,000,000	Soft Costs – breakdown of soft costs to be submitted in the event of a loss
\$20,000,000	Debris Removal
\$5,000,000	Construction Materials in transit
\$5,000,000	Construction Materials at a temporary location
\$25,000,000	Ordinance or Law
\$10,000,000	Expediting Expenses
\$250,000	Landscaping & Signs
Included in project limit	Construction Trailers & Contents
Included in project limit	Construction Documents
10%	Escalation Provision
\$1,000,000	Pollution Clean-up and removal - in any one policy year
\$1,000,000	Fungus, Wet Rot, Dry Rot, and Bacteria

Action Sheet

MEETING DATE:

October 18, 2023

AGENDA ITEM:

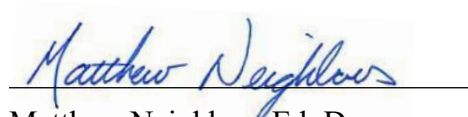
Discuss and consider the submission of the application for Optional Flexible School Day for AIM College and Career Prep and Ball High School.

Galveston ISD administration requests permission to apply for the Optional School Day program for AIM College and Career Preparatory Academy and Ball High School.

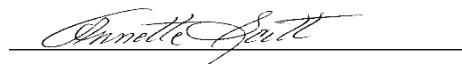
The OFSDP (Optional Flexible School Day Program) is a program that allows a district to offer flexible hours and days of attendance for students in grades 9 – 12 who are at risk of dropping out of school as defined by the TEC, §29.081. The goal of the program is to improve graduation rates for students who are endanger of dropping out of school, have dropped out, or are behind in core subject courses.

RECOMMENDATION:

I move that the Board of Trustees approve the submission of the application for the Optional Flexible School Day Program for AIM and Ball High School.



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent of Student Support

Action Sheet

MEETING DATE:

October 18, 2023

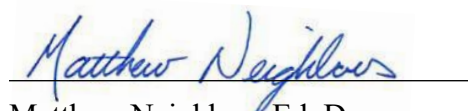
AGENDA ITEM:

Discuss and consider approval of Galveston ISD's participation in the Community Youth Development (CYD) Program.

The Community Youth Development (CYD) Program is sponsored by The Children's Center. Galveston ISD is the recipient of services supported by the grants. CYD has proposed projects including but not limited to after-school programming, summer science instruction, and STEM reinforcement. Campuses impacted include those in the 77550 zip code: Rosenberg, Austin, and Central. Galveston ISD will receive up to \$78,000 for its participation in the program. The Children's Center is the fiscal agent of the grant.

RECOMMENDATION:

I move that the Board of Trustees approve Galveston ISD's participation in the Community Youth Development Program.



Matthew Neighbors Ed. D.
Superintendent



Dr. Annette Scott
Assistant Superintendent of Student Support

Action Sheet

MEETING DATE:

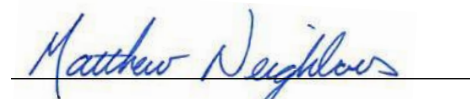
October 18, 2023

AGENDA ITEM:

**Discuss and consider engagement for
Legal services/ Board Counsel Galveston
ISD**

RECOMMENDATION:

**I move that the Board of Trustees
approve engagement with legal counsel in
order to conduct the level three grievance
hearing.**

A handwritten signature in blue ink that reads "Matthew Neighbors". The signature is written in a cursive style and is positioned above a horizontal line.

Matthew Neighbors Ed. D.
Superintendent