

IOLA INDEPENDENT SCHOOL DISTRICT

SCHOOL BOARD MEETING

NOVEMBER 16, 2020

5:00 P.M.

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF CALLED SCHOOL BOARD MEETING
November 16, 2020

MONDAY: 5:00 P.M.

IOLA ISD Elementary Cafeteria

AGENDA

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows:
(Items do not have to be taken in the same order as shown on this meeting notice.)

1. Call to order
2. Invocation
3. Canvass the Board of Trustee election results
4. Oath of office for new members
5. Consideration of school board officers
6. Budget review
7. Closed Session: Texas Government Code Sections 551.071 (Attorney Consultation), 551.074 (Personnel Matters), 551.082 (Student Discipline Matters), 551.072 (Purchase of Real Property) 551.076 (Student Safety) 551.087 (Deliberations regarding Economic Development Negotiations)
8. Adjourn

This notice was posted and filed in compliance with the Open Meetings Law on November 13, 2020 at 3:00 pm



Scott Martindale, Superintendent

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF CALLED MEETING

Notice is hereby given that on the 16th of November, 2020, the Board of Trustees of the Iola School District will hold a called meeting located at Iola ISD Elementary Cafeteria, Iola, Texas 77861. The subjects to be discussed are listed on the agenda which is attached to the made a part of this Notice.

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed session of the Board of Trustees is required, then such closed or session as authorized by the Texas Open Meeting Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

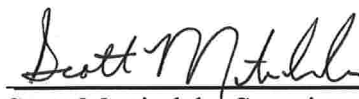
Texas Government Code Section:

- 551.071 Private consultation with the board's secretary.
- 551.072 Discussing purchase, exchange, lease, or value of real property.
- 551.073 Discussing negotiated contracts for prospective gifts or donations.
- 551.074 Discussing personnel or to hear complaints against personnel.
- 551.075 To confer with employees of the school district to receive information or to ask questions.
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082 Considering discipline of the public school child, or complaint or charge against personnel.
- 551.083 Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives follow, in consultation with representatives of employees groups.
- 551.084 Excluding witnesses from a hearing.
- 551.087 Deliberations regarding Economic development negotiations

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 session, 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.

On this 13th of November, 2020 original copy was posted on the front window in the School District Administration Building at 3:00 p.m. on said date.



Scott Martindale, Superintendent
For the Board of Education

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees

From: Scott Martindale, Superintendent

DATE: November 16, 2020

SUBJECT: Oath of Office for new members (Item 4)

Alec Pointer	Position # 2	term expires 2022
Jason Gooch	Position # 3	term expires 2024
Tammy Harvey	Position # 4	term expires 2024
Mark Cunningham	Position # 5	term expires 2024

Respectfully submitted,

Scott Martindale, Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
From: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of election of school board officers (Item 5)

Board policy BDAA states that officers will serve a one year term.

The Vice-President shall call for nominations for the office of President for the 2020-2021 school year. After a president has been duly elected by the Board of Trustees, he or she should assume the chair and call for the nominations for the following officers:

Vice-President of the Board
Secretary of the Board

These officers should be duly elected by the Board of Trustees and assume the duties of the offices at this time.

Respectfully submitted,

Scott Martindale, Superintendent

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF CALLED SCHOOL BOARD MEETING
PUBLIC HEARING

November 16, 2020

Monday: 6:30 p.m.

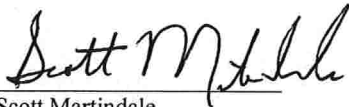
IOLA ISD ELEMENTARY CAFETERIA

AGENDA

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows:
(Items do not have to be taken in the same order as shown on this meeting notice.)

1. Call to order
2. Invocation
3. Public Hearing on Application of Blue Jay Solar I, LLC for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code
4. Adjourn

This notice was posted and filed in compliance with the Open Meetings Law on November 13, 2020 at 3:00 P.M



Scott Martindale
Superintendent

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF PUBLIC HEARING

Notice is hereby given that on the 16th of November, 2020, the Board of Trustees of the Iola School District will hold a PUBLIC HEARING located at Iola ISD Elementary Cafeteria, Iola, Texas 77861. The subjects to be discussed are listed on the agenda which is attached to the made a part of this Notice.

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed session of the Board of Trustees is required, then such closed or session as authorized by the Texas Open Meeting Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

- 551.071 Private consultation with the board's secretary.
- 551.072 Discussing purchase, exchange, lease, or value of real property.
- 551.073 Discussing negotiated contracts for prospective gifts or donations.
- 551.074 Discussing personnel or to hear complaints against personnel.
- 551.075 To confer with employees of the school district to receive information or to ask questions.
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082 Considering discipline of the public school child, or complaint or charge against personnel.
- 551.083 Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives follow, in consultation with representatives of employees groups.
- 551.084 Excluding witnesses from a hearing.
- 551.087 Deliberations regarding Economic development negotiations

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 session, 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.

On this 10th of November, 2020 original copy was posted on the front window in the School District Administration Building at 6:30 a.m. on said date.



Scott Martindale, Superintendent
For the Board of Education

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF SCHOOL BOARD MEETING
November 16, 2020

MONDAY: Immediately following public meeting

IOLA ISD ELEMENTARY CAFETERIA

AGENDA

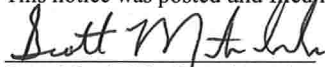
The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows:
(Items do not have to be taken in the same order as shown on this meeting notice.)

1. Call to order
2. Recognition of visitors: Public Forum
3. Consideration of consent agenda
 - a. minutes of previous meetings
 - b. monthly disbursements
 - c. student membership
 - d. SRO
 - e. tax report
 - f. financial report
4. Campus and administrative report
 - a. elementary student and staff activities
 - b. high school student and staff activities
 - c. superintendent report
5. Consideration to approve the Local EIC Policy for Academic Achievement – Class Ranking
6. Consideration of a called meeting on November 30, 2020
7. Consideration of changing date or canceling December meeting
8. Consideration of changing date of January, February and March board meetings
9. Discussion and possible action on a Resolution adopting Findings of Fact and approving the Application of Blue jay Solar I, LLC for Appraisal Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, and other action incident thereto
10. Discussion and possible action on an Agreement of Limitation on Appraisal Value of Property for School District Maintenance and Operation Taxes, pursuant to Chapter 313 of the Texas Tax Code, with Blue Jay Solar I, LLC
11. Consideration of community use of district facilities due to COVID-19
12. Personnel

13. Closed Session: Texas Government Code Sections 551.071 (Attorney Consultation), 551.074 (Personnel Matters), 551.082 (Student Discipline Matters), 551.072 (Purchase of Real Property) 551.076 (Student Safety) 551.087(Deliberations regarding Economic Development Negotiations)

14. Adjourn

This notice was posted and filed in compliance with the Open Meetings Law on November 13, 2020 at 3:00 PM


Scott Martindale, Superintendent

IOLA INDEPENDENT SCHOOL DISTRICT
NOTICE OF REGULAR BOARD MEETING

Notice is hereby given that on the 16th of November, 2020, the Board of Trustees of the Iola School District will hold a regular board meeting immediately following public hearing, located at Iola ISD Elementary Cafeteria, Iola, Texas 77861. The subjects to be discussed are listed on the agenda which is attached to the made a part of this Notice.

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed session of the Board of Trustees is required, then such closed or session as authorized by the Texas Open Meeting Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

- | | |
|---------|---|
| 551.071 | Private consultation with the board's secretary. |
| 551.072 | Discussing purchase, exchange, lease, or value of real property. |
| 551.073 | Discussing negotiated contracts for prospective gifts or donations. |
| 551.074 | Discussing personnel or to hear complaints against personnel. |
| 551.075 | To confer with employees of the school district to receive information or to ask questions. |
| 551.076 | Considering the deployment, specific occasions for, or implementation of, security personnel or devices. |
| 551.082 | Considering discipline of the public school child, or complaint or charge against personnel. |
| 551.083 | Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives follow, in consultation with representatives of employees groups. |
| 551.084 | Excluding witnesses from a hearing. |
| 551.087 | Deliberations regarding Economic development negotiations |

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 session, 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.

On this 13th of November, 2020 original copy was posted on the front window in the School District Administration Building at 3:00 p.m. on said date.



Scott Martindale, Superintendent
For the Board of Education

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
From: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Public Forum (Item 2)

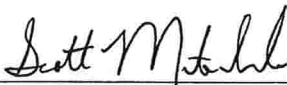
At regular meetings the Board shall allot up to 30 minutes to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topics about which they wish to speak.

Public participation is limited to the designated open forum portion of a meeting. At all other times during Board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board. No presentation shall exceed 5 minutes.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board may not deliberate, discuss, or make any decision on any subject not on the agenda.

BOARD PRESIDENT: The presiding officer shall determine whether a person who wishes to address the Board has attempted to solve a matter administratively. If not, the person shall be directed to do so before bringing the matter to the board at a subsequent meeting.

Respectfully submitted,



Scott Martindale, Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
From: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of consent agenda (Item 3)

- a. minutes of previous meeting
- b. monthly disbursements
- c. student membership
- d. SRO report
- e. tax report
- f. financial report

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

Respectfully submitted,



Scott Martindale
Superintendent

IOLA INDEPENDENT SCHOOL DISTRICT
CALLED SCHOOL BOARD MINUTES
PUBLIC HEARING

October 19, 2020

Monday: 6:30 p.m.

IOLA ISD ELEMENTARY CAFETERIA

The Board of Trustees of the Iola Independent School District met in called session on October 19, 2020 in the Iola ISD Board Room, Iola, Texas.

Members Present: Jason Gooch, Scot Nevill, Tammy Harvey, Jody Evans, Danny Lemley, Luke Bradicich and Carolyn Mallett

1. Call to order: Jason Gooch
2. Invocation: Tammy Harvey
3. Public Hearing: NOTICE OF THE INTENTION OF IOLA INDEPENDENT SCHOOL DISTRICT TO DESIGNATE A REINVESTMENT ZONE; TO ESTABLISH THE BOUNDARIES THEREFORE; AND TO PROVIDE FOR AN EFFECTIVE DATE
4. Adjourn: A motion was made by Tammy Harvey to adjourn. A second was made by Luke Bradicich. Vote carried 7-0

Jason Gooch, President

Tammy Harvey, Secretary

IOLA INDEPENDENT SCHOOL DISTRICT
SCHOOL BOARD MINUTES

October 19, 2020

Thursday: immediately following public hearing

IOLA ISD ELEMENTARY CAFETERIA

The Board of Trustees of the Iola Independent School District met in regular session on October 19, 2020 in the Board Room, Iola, Texas.

Members Present: Jason Gooch, Scot Nevill, Tammy Harvey, Jody Evans, Danny Lemley, Luke Bradicich and Carolyn Mallett

1. Call to order: Jason Gooch
2. Invocation: Tammy Harvey
3. Recognition of visitors: Public Forum
4. Consideration of consent agenda
 - a. minutes of previous meetings
 - b. monthly disbursements
 - c. student membership
 - d. SRO
 - e. tax report
 - f. financial report

A motion was made by Tammy Harvey to approve the consent agenda.
A second was made by Carolyn Mallett. Vote carried 7-0
5. Campus and administrative report
 - a. elementary student and staff activities Mrs. Kristin Sajewski
 - b. high school student and staff activities Mr. Brian Fowler
 - c. superintendent report: Mr. Scott Martindale
6. Consideration of Tax Roll Resolution for Tax Year 2020

A motion was made by Carolyn Mallett to approve the Tax Roll Resolution for Tax Year 2020.
A second was made by Luke Bradicich. Vote carried 7-0
7. Consideration of a RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 313 APPRAISED VALUE LIMITATION IN THE IOLA INDEPENDENT SCHOOL DISTRICT, IN GRIMES COUNTY, TEXAS, TO BE KNOWNAS THE IOLA REINVESTMENT ZONE #1; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Carolyn Mallett to table Item 7. There was no second. Motion died for Lack of Action.

A motion was made by Luke Bradicich to approve the RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 313 APPRAISED VALUE LIMITATION IN THE IOLA INDEPENDENT SCHOOL DISTRICT, IN GRIMES COUNTY, TEXAS, TO BE KNOWNAS THE IOLA REINVESTMENT ZONE #1; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE. A second was made by Jody Evans. Vote carried 6-0-1 (abstained Carolyn Mallett)
8. Consideration of date to canvass the 2020 School Board Election results

A motion was made by Luke to approve November 16 or 17th to canvass the 2020 School Board Election results. A second was made by Danny Lemley. Vote carried 7-0

9. Consideration of approving Campus and District Improvement Plans
A motion was made by Tammy Harvey to approve the Campus and District Improvement Plans
A second was made by Scot Nevill. Vote carried 6-0-1 (abstained Carolyn Mallett)
10. Personnel
 - a. employment: none
 - b. resignation: none
11. Closed Session: Texas Government Code Sections 551.071 (Attorney Consultation), 551.074 (Personnel Matters), 551.082 (Student Discipline Matters), 551.072 (Purchase of Real Property) 551.076 (Student Safety) 551.087(Deliberations regarding Economic Development Negotiations)
None
12. Adjourn: A motion was made by Luke Bradicich to adjourn. A second was made by Carolyn Mallett Vote carried 7-0

Jason Gooch, President

Tammy Harvey, Secretary

Date Run: 11-12-2020 1:37 PM
 Cnty Dist: 093-903
 From To

Check Payments
 Iola ISD
 Computer Written Checks
 For the Month of October

Program: FIN1300
 Page: 1 of 2
 File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
023407	10-20-2020	AVINEXT	200403	311338	289-11-6399.02-101-111000	NEWLINE TRUTOUCH W/ CART	3,583.00	N
023408	10-20-2020	BLUEBONNET GROUND	200443		199-51-6259.03-999-199000	Water Tax	29.48	N
023409	10-20-2020	BROTHERS PRODUCE	200438		240-35-6341.00-999-199000	CAFETERIA FOOD	731.45	N
023410	10-20-2020	CHAPARRAL LABORATO	200442		199-51-6299.01-999-199000	WWTP/ Bac-T	347.00	N
023411	10-20-2020	LAURA JO CLANTON	004507		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023412	10-20-2020	CRYSTAL SIEGERT	004502		255-11-6499.00-999-111000	SCHOOLOGY PD-HS	518.47	N
023413	10-20-2020	DSHS CENTRAL LAB	200446		199-51-6299.01-999-199000	TTHM Test	52.96	N
023414	10-20-2020	ENTERGY	004495		199-51-6259.01-999-199000	MAIN CAMPUS BUILDINGS	7,424.90	N
023415	10-20-2020	GORDON FOOD SERVIC	200436		240-35-6341.00-999-199000	CAFETERIA FOOD	6,399.80	N
			200437		240-35-6341.01-999-199000	SNACK BAR FOOD	959.01	N
			200436		240-35-6342.00-999-199000	CAFETERIA NON FOOD	1,174.13	N
			200437		240-35-6342.01-999-199000	SNACK BAR NON FOOD	117.37	N
Totals for Check 023415							8,650.31	
023416	10-20-2020	HOUSTON FOOD BANK	200441		240-35-6341.00-999-199000	CAFETERIA FOOD	27.37	N
023417	10-20-2020	RUSSELL JAMES	004500		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023418	10-20-2020	JOANN FORD	004504		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023419	10-20-2020	KEVIN BAKER	004503		199-36-6299.01-001-191000	VB OFFICIAL	95.00	N
023420	10-20-2020	KURZ AND COMPANY	200439		240-35-6341.00-999-199000	CAFETERIA FOOD	344.75	N
023421	10-20-2020	MARC	200445		199-34-6399.00-999-199000	Grease	110.09	N
023422	10-20-2020	MARK MANNES	004505		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023423	10-20-2020	JEAN MORGAN	004501		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023424	10-20-2020	NEW DAIRY OPCP, LLC	200440		240-35-6341.00-999-199000	CAFETERIA MILK	1,630.82	N
023425	10-20-2020	Notable Incorporated	200427	206988	289-11-6399.02-101-111000	District license	2,100.00	N
023426	10-20-2020	PRODUCERS COOP	200426		199-34-6311.00-999-199000	Fuel	2,371.24	N
023427	10-20-2020	REGION VI	200394	048227	255-11-6499.00-999-111000	Professional Development	175.00	N
023428	10-20-2020	RHONDA SAVAGE	004506		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023429	10-20-2020	SCHOOL SPECIALTY SU	200435		199-11-6399.00-001-111000	Office supplies	151.93	N
023430	10-20-2020	STRING & HORN SHOP	004493		199-11-6249.30-001-111000	BAND INSTRUMENT REPAIR	375.00	N
			004497		199-11-6399.30-001-111000	5 SAX RENTAL FEE	450.00	N
Totals for Check 023430							825.00	
023431	10-20-2020	TERRANCE PRESTON	004498		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
023432	10-20-2020	TEXAS DEPARTMENT O	004509		199-41-6499.02-701-199000	CRIMINAL HISTORY CHECKS	8.00	N
023433	10-20-2020	TEXAS STATE LIBRARY	004492		199-11-6299.01-999-111000	TEXQUEST RENEWAL	156.89	N
023434	10-20-2020	UIL MUSIC 8	004491		199-36-6499.30-001-199000	UIL CONTEST FEE	350.00	N

Date Run: 11-12-2020 1:37 PM

Cnty Dist: 093-903

From To

Check Payments

Iola ISD

Computer Written Checks
For the Month of October

Program: FIN1300

Page: 2 of 2

File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
023435	10-20-2020	UNDERWOOD LAW FIRM	004496		199-41-6211.00-701-199000	RETAINER FEE SEPT/OCT	166.66	N
023436	10-20-2020	WILLIE WILLIAMS	004499		199-36-6299.01-001-191000	VB OFFICIAL	95.00	N
023437	10-20-2020	XEROX CORPORATION	004508		199-11-6219.00-999-111000	COPIER LEASE SEPT	2,220.28	N
023438	10-20-2020	YVONNE PIXLEY	004494		199-41-6299.00-701-199000	BUSINESS CONTRACT FEB/MARC	600.00	N
023439	10-22-2020	AVINEXT	200411		199-11-6399.03-001-111000	Interactive Board	3,583.00	N
023440	10-22-2020	JAMES ELLIS	004517		199-52-6219.00-001-191000	FB SECURITY GANGER	140.00	N
023441	10-22-2020	QUAVERMUSIC.COM LL	200453		410-11-6321.00-101-111000	MUSIC CURRICULUM	1,120.00	N
023442	10-22-2020	REGION VI	004521	048163	289-11-6399.02-101-111000	PRINCIPAL PD	200.00	N
023443	10-22-2020	SEVERIN INTERMEDIAT	200451	236805	211-11-6399.00-101-130000	Schoology PD & Implementation	287.67	N
			200451	236804	255-11-6499.00-999-111000	Schoology PD & Implementation	3,600.00	N
Totals for Check 023443							3,887.67	
023444	10-22-2020	SHELBY RUDEL	004518		199-52-6219.00-001-191000	FB SECURITY GANGER	140.00	N
023445	10-22-2020	WELLS FARGO (2257)	004520		199-11-6399.00-001-111000	HS HOMECOMING SUPPLIES	50.92	N
			004520		199-11-6399.32-001-122000	AG MECH SUPPLIES	447.25	N
			004520		199-11-6399.32-001-122000	AG MECH SUPPLIES	48.82	N
			004520		199-31-6499.00-999-111000	TX COUNSELING ASSOC DUES	170.00	N
			004520		199-31-6499.00-999-111000	TSNAP MEMBERSHIP FEE	40.00	N
Totals for Check 023445							756.99	
023446	10-22-2020	WELLS FARGO	004522		199-11-6399.00-001-111000	HS HISTORY SUPPLIES	17.66	N
			004522		199-11-6399.00-101-111000	SMORE.COM PROGRAM	79.00	N
			004522		199-11-6399.02-001-111000	SURFACE PRO STYLUS	371.80	N
			004522		199-11-6399.02-001-111000	BATTERY BACKUPS	107.44	N
			004522		199-11-6399.02-101-111000	DP TO VGA ADAPTER	69.99	N
			004522		199-11-6399.02-101-111000	TONER	39.99	N
			004522		199-11-6399.02-101-111000	HEADPHONE JACK ADAPTER	62.91	N
			004522		199-11-6399.03-101-111000	HP DOC STATION	154.76	N
			004522		199-41-6399.00-701-199000	POSTAGE PIR TRICE	7.40	N
			004522		199-51-6259.00-999-199000	NEXVORTEX	290.89	N
			004522		199-51-6319.00-999-199000	FB STADIUM SUPPLIES	1,795.28	N
			004522		199-51-6319.00-999-199000	COVID CAUTION TAPE	61.25	N
			004522		199-51-6319.00-999-199000	TRANSPORTATION SUPPLIES	141.42	N
			004522		211-11-6399.00-101-130000	HUE DOC CAMERAS	569.64	N
			004522		289-11-6399.02-101-111000	HEAD BLUETOOTH HEADSETS	260.22	N
			004522		289-11-6399.02-101-111000	HP CHROMEBOOK	379.99	N
Totals for Check 023446							4,409.64	
023447	10-22-2020	WINDSTREAM	004519		199-11-6239.03-001-111000	WINDSTREAM INTERNET	725.59	N
			004519		199-11-6239.03-101-111000	WINDSTREAM INTERNET	725.59	N
Totals for Check 023447							1,451.18	
023448	10-22-2020	TRACI MABRY	004523		199-36-6412.00-001-191000	cheer meals milano	54.00	N
Total For Computer Written Checks							49,363.08	
Total Checks							49,363.08	

End of Report

From To

File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EF
023449	11-06-2020	TROY HIGH SCHOOL BA	004524		199-36-6412.30-001-199000	UIL MARCHING CONTEST MEALS	186.00	N
023450	11-10-2020	TK SALES	200468		199-51-6319.00-999-199000	Geneon Mister/ COVID	3,468.54	N
023451	11-10-2020	806 Technologies	004537	9281	211-11-6399.00-101-130000	PLAN 4 LEARNING	1,000.00	N
023452	11-10-2020	ACME GLASS CO,	200462		199-51-6319.00-999-199000	Replacement Broken Window	674.74	N
023453	11-10-2020	ALLISON ENTERPRISES,	200461	214421	199-51-6319.00-999-199000	Yearly A/C Filter Order Merv9	2,333.16	N
023454	11-10-2020	AVINEXT	200467	312109	199-11-6239.07-001-111000	Firewall renewals	650.00	N
			200467	312109	199-11-6239.07-101-111000	Firewall renewals	650.00	N
			200466	312108	199-51-6259.00-999-199000	3CX MAINT RENEWAL	977.38	N
						Totals for Check 023454	2,277.38	
023455	11-10-2020	BIS COMMUNITY CLINIC,	200458		199-34-6299.01-999-199000	Phy / Dave	75.00	N
023456	11-10-2020	BLUEBONNET GROUND	200476	2020-1414	199-51-6259.03-999-199000	Water Tax	29.49	N
023457	11-10-2020	BRADY WELCH	004559		199-36-6299.01-001-191000	VB OFFICIAL	95.00	N
023458	11-10-2020	BRENDAN MUSSER	004562		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
023459	11-10-2020	BRETT MARTHIS	004570		199-36-6299.01-001-191000	FB OFFICIAL	80.00	N
023460	11-10-2020	BUCK'S WHEEL & EQUIP	200454	100439	199-34-6399.00-999-199000	Bus Parts	352.90	N
023461	11-10-2020	BWI-SCHULENBURG	200432		199-51-6319.00-999-199000	Grass Seed/Fertilizer BB/SB Fi	2,693.46	N
023462	11-10-2020	CARQUEST	200447	79696	199-34-6399.00-999-199000	Batt, Supplies	249.04	N
023463	11-10-2020	CASEY COTTER	004553		199-36-6299.01-001-191000	FB OFFICIAL	65.00	N
023464	11-10-2020	CC CREATIONS, INC	004538	N422501	199-36-6399.03-001-191000	BAND POLO SHIRTS	820.59	N
023465	11-10-2020	CHAPARRAL LABORATO	200475		199-51-6299.01-999-199000	Lab work / Bac-T	258.50	N
023466	11-10-2020	DANNY ADAMS	004561		199-36-6299.01-001-191000	FB OFFICIAL	80.00	N
023467	11-10-2020	DEALERS ELECTRICAL	200459		199-51-6299.01-999-199000	Starter contact / water	690.18	N
023468	11-10-2020	DECKER EQUIPMENT	200431		199-51-6319.00-999-199000	Playground Swings + Parts	334.36	N
023469	11-10-2020	DUSTIN ADAMS	004567		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
023470	11-10-2020	ENTERGY	004539		199-51-6259.01-999-199000	FB/ELEM/MAINT	6,155.43	N
023471	11-10-2020	GRIFFIN LOCKSMITH	200429		199-51-6319.00-999-199000	Lock Replacements, Keys, IC co	585.00	N
023472	11-10-2020	JED HABY	004533		199-36-6299.02-001-191000	FB ANNOUNCER	300.00	N
023473	11-10-2020	Heinemann	200428	7263721	211-11-6399.00-101-130000	Fountas/Benchmark K8	9,101.50	N
023474	11-10-2020	HOUGHTON MIFFLIN HA	200450	955032586	410-11-6321.00-001-111000	Additional Textbooks	99.00	N
023475	11-10-2020	INTERQUEST GROUP, IN	004540	121660	199-52-6219.00-001-199000	DRUG DOG SERVICES	300.00	N
023476	11-10-2020	JACOB WALKER	004566		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
023477	11-10-2020	JAMES HENDERSON	004572		199-36-6299.01-001-191000	FB OFFICIAL	80.00	N
			004572		199-36-6299.01-001-191000	FB OFFICIAL	65.00	N
						Totals for Check 023477	145.00	

Date Run: 11-12-2020 1:24 PM
Cnty Dist: 093-903
From To

Check Payments
Iola ISD
Computer Written Checks
For the Month of November

Program: FIN1300
Page: 2 of 5
File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EF1
023478	11-10-2020	RUSSELL JAMES	004564		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
023479	11-10-2020	JODY EVANS	004534		199-36-6299.02-001-191000	FB CLOCK KEEPER	300.00	N
023480	11-10-2020	JOHN ALEXANDER	004532		199-36-6299.02-001-191000	FILMING FB GAMES	300.00	N
023481	11-10-2020	JOHN HENDERSON	004541		199-36-6299.01-001-191000	FB OFFICIAL	80.00	N
023482	11-10-2020	JUDI DELESANDRI	004560		199-36-6299.01-001-191000	VB OFFICIAL	95.00	N
023483	11-10-2020	KAREN HEINTZ	004557		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023484	11-10-2020	KYRISH TRUCK CENTER	200448	303018219-01	199-34-6399.00-999-199000	Bus 25 INJECTOR VALVE	328.96	N
023485	11-10-2020	Learning A - Z	200469	2932845	211-11-6399.00-101-130000	Renewal RAZ-KIDS	808.15	N
023486	11-10-2020	LYNN GILES	004536		199-36-6299.02-001-191000	FB CLOCK KEEPER	200.00	N
023487	11-10-2020	MARC	200463		199-51-6319.00-999-199000	Janitorial Chemicals	1,993.27	N
023488	11-10-2020	MARCHI MINATREA	004552		199-36-6412.00-001-191000	BOYS BB MEALS LEON	180.00	N
			004552		199-36-6412.00-001-191000	BOYS BB MEALS GRANGER	180.00	N
			004552		199-36-6412.00-001-191000	BOYS BB MEALS OAKWOOD	180.00	N
			004552		199-36-6412.00-001-191000	BOYS BB MEALS MILANO	180.00	N
			004552		199-36-6412.00-001-191000	BOYS BB MEALS DOUGLASS	180.00	N
						Totals for Check 023488	900.00	
023489	11-10-2020	MARK'S PLUMBING PAR	004542	001908988	199-51-6319.00-999-199000	HOSES	87.67	N
023490	11-10-2020	SHANON MARTIN	004554		199-36-6299.01-001-191000	FB OFFICIAL	65.00	N
023491	11-10-2020	DANA MULLER	004556		199-36-6299.01-001-191000	VB OFFICIAL	80.00	N
023492	11-10-2020	NOAH BROGDON	004569		199-36-6299.01-001-191000	FB OFFICIAL	80.00	N
023493	11-10-2020	PRAXAIR DISTRIBUTION	004543		199-11-6399.32-001-122000	WELDING SUPPLIES	119.75	N
023494	11-10-2020	QUILL CORPORATION	200434		199-11-6399.00-001-111000	Office Supplies	450.76	N
023495	11-10-2020	RAYMOND HEBERT	004558		199-36-6299.01-001-191000	VB OFFICIAL	125.00	N
023496	11-10-2020	REGION VI	004573		199-11-6239.00-001-111000	SINGLE SIGN ON CONTRACT	1,240.00	N
			004573		199-11-6239.00-001-111000	EDUPHORIA HS	2,250.00	N
			004573		199-11-6239.00-001-111000	GT CONTRACT	1,774.00	N
			004573		199-11-6239.00-101-111000	EDUPHORIA ELEM	2,250.00	N
			004573		199-11-6239.00-999-111000	TEXAS ITEM BANKS	1,600.00	N
			004573		199-11-6239.02-001-111000	IVC CONTRACT	1,250.00	N
			004573		199-11-6239.02-101-111000	IVC CONTRACT	1,250.00	N
			004573		199-11-6299.07-101-111000	CAREER CENTER	500.00	N
			004573		199-11-6299.07-101-111000	CYBERSECURITY6	3,475.00	N
			004573		199-41-6299.00-701-199000	FINANCIAL FORECAST	2,499.00	N
			004573		199-53-6239.00-001-111000	STUDENT SERVICES	1,750.00	N
			004573		199-53-6239.00-001-111000	TXEIS/ STUDENT/BUSINESS	5,650.00	N
			004573		199-53-6239.00-001-111000	TXEIS/ STUDENT/BUSINESS	1,750.00	N
			004573		199-53-6239.00-101-111000	TXEIS/ STUDENT/BUSINESS	1,435.00	N
			004573		199-53-6239.00-750-199000	TXEIS/ BUSINESS	6,600.00	N
			004573		199-53-6239.01-750-199000	TXEIS/ HOSTING SITE	4,500.00	N

Date Run: 11-12-2020 1:24 PM
 Cnty Dist: 093-903
 From To

Check Payments
 Iola ISD
 Computer Written Checks
 For the Month of November

Program: FIN1300
 Page: 3 of 5
 File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			200444	048747	255-11-6499.00-999-111000	PD- WHEATON	40.00	N
			004573		255-11-6499.00-999-111000	EDUHERO CONTRACT	815.00	N
						Totals for Check 023496	40,628.00	
023497	11-10-2020	REPUBLIC SERVICES	004545		199-51-6259.04-999-199000	DUMPSTER SERVICE	506.85	N
023498	11-10-2020	RICHARD TIMM	004535		199-36-6299.02-001-191000	FB CLOCK KEEPER	100.00	N
023499	11-10-2020	RIDDELL	004544	60417550	199-36-6399.03-001-191000	FB XXXL UNIFORM SUPPLIES	1,280.45	N
023500	11-10-2020	ROSS OHENDALSKI	004568		199-36-6299.01-001-191000	FB OFFICIAL	65.00	N
023501	11-10-2020	TALLEY CHEMICAL & SU	200430		199-51-6319.00-999-199000	Toilet Paper, Paper towels, Gl	1,678.20	N
023502	11-10-2020	TEXAS COMMUNICATIO	200477		199-51-6319.00-999-199000	Radio Fee	252.00	N
023503	11-10-2020	TEXAS COUNSELING AS	004546		199-31-6499.00-999-111000	MEMBERSHIP FEE	175.00	N
023504	11-10-2020	TJS HARDWARE	200460		199-51-6319.00-999-199000	A/C units in elem SUPPLIES	14.85	N
			004548		199-51-6319.00-999-199000	HEATER HOSE CLAMP	.60	N
						Totals for Check 023504	15.45	
023505	11-10-2020	TK SALES	004547	030855B	199-51-6319.00-999-199000	BRUSH ROLLER SENSOR	331.50	N
			004547	031309	199-51-6319.00-999-199000	MAINT SUPPLIES	645.86	N
						Totals for Check 023505	977.36	
023506	11-10-2020	TRACI MABRY	004531		199-36-6412.00-001-191000	CHEER MEALS LLANO	54.00	N
023507	11-10-2020	VERIZON	004549		199-51-6259.19-999-100000	HOTSPOTS	1,420.67	N
023508	11-10-2020	WICKSON CREEK SPECI	004551		199-51-6259.03-999-199000	WATER	63.11	N
023509	11-10-2020	Willda Beast, LLC	200457		199-51-6299.01-999-199000	sludge disposal	325.00	N
023510	11-10-2020	WILLIE WILLIAMS	004555		199-36-6299.01-001-191000	VB OFFICIAL	80.00	N
			004563		199-36-6299.01-001-191000	FB OFFICIAL	105.00	N
						Totals for Check 023510	185.00	
023511	11-10-2020	WINDSTREAM	004550		199-11-6239.03-001-111000	INTERNET	452.90	N
			004550		199-11-6239.03-101-111000	INTERNET	452.90	N
						Totals for Check 023511	905.80	
023512	11-10-2020	XEROX CORPORATION	004571		199-11-6219.00-999-111000	COPIER LEASE OCT	1,674.87	N
023513	11-11-2020	BUCK'S WHEEL & EQUIP	200478		199-34-6399.00-999-199000	Stop motors/ controller	638.15	N
023514	11-11-2020	GENA INMON	004578		199-11-6399.00-001-122000	HOME EC SUPPLIES	56.52	N
023515	11-11-2020	LIBERTY TIRE SERVICE	004577		199-34-6399.00-999-199000	TRANS RECYCLE TIRES	609.44	N
023516	11-11-2020	NATUS MEDICAL	004579		199-33-6399.00-001-111000	CALIBRATE AUDIOMETER	65.00	N
023517	11-11-2020	SAUNDRA ELLIOTT	004580		199-33-6399.00-001-111000	STAFF CPR CERTIFICATIONS	100.00	N
023518	11-11-2020	TCEQ	200471		199-51-6299.01-999-199000	WW Permit fee	1,250.00	N
023519	11-11-2020	WELLS FARGO (2257)	004574		199-11-6399.00-001-111000	NHS PINS	54.00	N
			004574		199-11-6399.32-001-122000	FFA AG MECH SUPPLIES	146.95	N
						Totals for Check 023519	200.95	

Date Run: 11-12-2020 1:24 PM

Cnty Dist: 093-903

From To

Check Payments
Iola ISD
Computer Written Checks
For the Month of November

Program: FIN1300

Page: 4 of 5

File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EF1
023520	11-11-2020	WELLS FARGO 3357	004575		199-33-6399.01-101-111000	NURSE SUPPLIES	83.34	N
			004575		199-51-6319.00-999-199000	HERBICIDE LICENSE RENEWAL	76.94	N
			004575		199-51-6319.00-999-199000	MAINT BULBS	717.20	N
Totals for Check 023520							877.48	
023521	11-11-2020	WELLS FARGO	004576		199-11-6399.00-001-111000	HS SUPPLIES	108.30	N
			004576		199-11-6399.00-001-111000	CANON CAMERA ANNUAL	549.00	N
			004576		199-11-6399.00-001-111000	HS SUPPLIES NOVELS	89.81	N
			004576		199-11-6399.02-001-111000	LAPTOP BATTERIES	124.95	N
			004576		199-11-6399.02-001-111000	FLASH DRIVES	51.72	N
			004576		199-11-6399.02-001-111000	CB SAMSUNG CHARGES	375.80	N
			004576		199-11-6399.02-101-111000	HDMI ADAPTERS	75.90	N
			004576		199-34-6399.00-999-199000	TRANSPORTATION SUPPLIES	49.24	N
			004576		199-34-6399.00-999-199000	FUEL FILTER	135.33	N
			004576		199-34-6399.00-999-199000	TRANSPORTATION SUPPLIES	159.14	N
			004576		199-36-6412.00-001-191000	VB BI-DISTRICT MEAL	102.34	N
			004576		199-36-6412.00-001-191000	VB BI-DISTRICT MEAL	9.61	N
			004576		199-41-6399.00-701-199000	COMPUTER SCREEN BLOCKOUT	87.96	N
			004576		199-41-6399.00-701-199000	PO CERTIFIED MAIL TRICE	7.10	N
			004576		199-41-6399.00-701-199000	PO CERTIFIED MAIL TRICE	8.40	N
			004576		199-41-6399.00-702-199000	OFFICE SUPPLIES	3.20	N
			004576		199-51-6299.01-999-199000	WWTP TIMER	147.76	N
			004576		199-51-6319.00-999-199000	MAINT SUPPLIES	1,042.36	N
			004576		199-51-6319.00-999-199000	MAINT SEAL KIT	570.00	N
			004576		199-51-6319.00-999-199000	HS BOOKSHELF	47.41	N
			004576		199-51-6319.00-999-199000	HS TABLE	310.99	N
			004576		199-51-6319.00-999-199000	ROLLER SEAL	42.00	N
			004576		199-51-6319.00-999-199000	MAINT SUPPLIES	190.06	N
			004576		199-52-6121.01-999-199000	GUARDIANS SAFES	1,049.97	N
			004576		289-11-6399.02-101-111000	HP CHROMEBOOKS	738.00	N
Totals for Check 023521							6,076.35	
023522	11-12-2020	BORDEN DAIRY	200483		240-35-6341.00-999-199000	CAFETERIA FOOD	1,921.50	N
023523	11-12-2020	CARQUEST	200485		199-34-6399.00-999-199000	Bulbs and Belts	35.97	N
			200485		199-51-6299.01-999-199000	Bulbs and Belts	52.47	N
Totals for Check 023523							88.44	
023524	11-12-2020	GORDON FOOD SERVIC	200480		240-35-6341.00-999-199000	CAFETERIA FOOD	5,987.26	N
			200481		240-35-6341.01-999-199000	SNACK BAR FOOD	2,001.81	N
			200480		240-35-6342.00-999-199000	CAFETERIA NON FOOD	702.29	N
			200481		240-35-6342.01-999-199000	PO Created by Req: 036486	83.00	N
Totals for Check 023524							8,774.36	
023525	11-12-2020	HOUSTON FOOD BANK	200484		240-35-6341.00-999-199000	CAFETERIA FOOD	322.74	N
023526	11-12-2020	KYRISH TRUCK CENTER	200479		199-34-6399.00-999-199000	TCM/ Delta Pressure Sen	848.18	N
023527	11-12-2020	PRODUCERS COOP	200474		199-34-6311.00-999-199000	DEF	110.00	N

Date Run: 11-12-2020 1:24 PM
Cnty Dist: 093-903
From To

Check Payments
Iola ISD
Computer Written Checks
For the Month of November

Program: FIN1300
Page: 5 of 5
File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EF1
023528	11-12-2020	UNDERWOOD LAW FIRM	004582		199-41-6211.00-701-199000	LEGAL FEES PIR TRICE	850.00	N
Total For Computer Written Checks							112,103.70	
Total Checks							112,103.70	

End of Report

Student Enrollment 2020-2021											
GRADE LEVEL	May-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20		Remote Learners			
								AUG	Sept	Oct	Nov
EE	3	4	4	4	4			1	1	0	0
PK	24	18	18	18	17			0	1	0	0
K	53	45	45	46	45			2	2	0	2
1	35	50	50	50	51			5	4	2	2
2	37	32	32	32	32			4	4	2	0
3	46	34	35	35	36			4	3	0	0
4	39	38	37	36	36			6	6	3	0
5	44	41	41	40	39			4	3	2	0
6	50	39	38	38	38			4	4	1	0
SUB-TOTAL	307	301	300	299	298			30	27	10	4
7	39	55	55	56	56			7	7	5	5
8	29	39	39	39	40			3	4	1	2
9	42	37	36	36	37			5	9	1	10
10	34	35	36	35	35			5	7	5	2
11	35	35	34	34	34			3	4	4	2
12	35	33	34	34	32			4	4	3	0
SUB-TOTAL	214	234	234	234	234			27	35	19	21
TOTAL	521	535	534	533	532			57	62	29	25
GRADE LEVEL		Jan-21	Feb-21	Mar-21	Apr-21	May-21					
EE											
PK											
K											
1											
2											
3											
4											
5											
6											
SUB-TOTAL											
7											
8											
9											
10											
11											
12											
SUB-TOTAL											
TOTAL											



GRIMES COUNTY SHERIFF'S OFFICE

School Resource Officer

MONTHLY REPORT

Deputy: Shelby Rudel Month: October 2020

<u>SCHOOL DISTRICT -</u>	<u>IOLA ISD</u>
--------------------------	-----------------

CONTACTS	<u>1</u>
Students	<u>0</u>
Parents/ Public	<u>1</u>
Staff	<u>0</u>
Student Counseling	<u>0</u>

CITATIONS/ JP REFERRALS

Other Offenses	<u>0</u>
Warnings	<u>0</u>

MISCELLANEOUS

CPS Referrals	<u>0</u>
Home Visits	<u>0</u>
Residency Verifications	<u>0</u>
Presentations to Staff/ Students	<u>1</u>
School Functions Attended	<u>10</u>

OFFENSE/ INCIDENT REPORTS

<u>CASE NUMBER</u>	<u>CLASSIFICATION</u>	<u>CAMPUS</u>	<u>DISPOSITION</u>
N/A			

OTHER NOTES/ INFORMATION

10/02/2020 – Security Football Game
10/13/2020 – Gone for half a day at Funeral
10/14/2020 – Crime Scene Training
10/26/2020 - Tornado Drill Elementary School

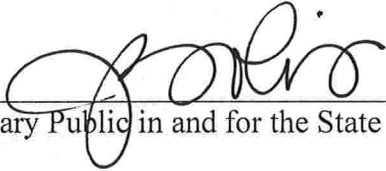
Tax Collections Report

I, Mark Boehnke, Chief Appraiser for the Grimes County Appraisal District, do solemnly swear that the attached report is the true and correct accounting for all taxes collected for the Iola ISD during the time period indicated.

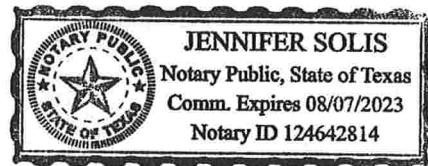


Mark Boehnke
Chief Appraiser
Grimes County Appraisal District

Given under my hand and seal of authority on November 2, 2020.



Notary Public in and for the State of Texas



**GRIMES COUNTY APPRAISAL DISTRICT
TAX COLLECTIONS REPORT**

JURISDICTION: Iola ISD
DATE: November 2, 2020

(1) For Month Ending: October 31, 2020

Current Year Taxes	\$148,303.59
Current Year P & I	\$0.00
Current Year Total	\$148,303.59
Prior Years Taxes	\$3,188.09
Prior Years P&I	\$727.71
Prior Years Total	\$3,915.80
TOTAL COLLECTIONS	\$152,219.39

(2) For Year-to-Date: October 31, 2020

Current Year Collections (Taxes Only)	\$153,096.82
Prior Year Collections (Taxes Only)	\$4,019.38
Penalty & Interest	\$1,909.99
TOTAL COLLECTIONS	\$159,026.19

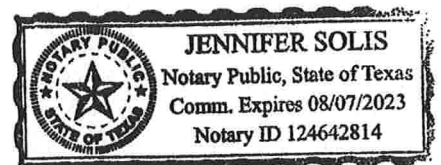
Current Year Percent Collected (Taxes Only) 3.45%

I, Mark Boehnke, Tax Assessor/Collector for Iola ISD do hereby solemnly swear that this is a true and correct accounting of all property taxes collected for the Iola ISD for the period indicated.

Mark Boehnke
Chief Appraiser

Sworn and subscribed to before me on this the 2 day of Nov 2020

Jennifer Solis
Notary Public
State of Texas §
County of Grimes §



OCTOBER 31, 2020 FINANCIAL SUMMARY

CASH REPORT

CHECKING	\$	208,733.07
CD'S	\$	200,000.00
TXPOOL	\$	105,408.51
LSIP	\$	2,888,007.36
TOTAL	\$	<u>3,402,148.94</u>

OPERATING BUDGET

REVENUE	\$	864,758.59
EXPENDITURES	\$	<u>(872,657.38)</u>
EXCESS(DEFICIT)	\$	<u>(7,898.79)</u>

FOOD SERVICE

REVENUE	\$	13,235.39
EXPENDITURES	\$	<u>13,823.79</u>
EXCESS(DEFICIT)	\$	<u>(588.40)</u>

DEBT SERVICE

REVENUE	\$	1,113.83
EXPENDITURES	\$	<u>-</u>
EXCESS(DEFICIT)	\$	<u>-</u>

Monthly Financial Report

For the period ending October 31 , 2020

Operating Fund	2020-2021 Adopted Budget	2020-2021 YTD Actual Rev & Exp	Remaining Balance	YTD Percent
Revenues:				
Property Taxes:				
Current Taxes	\$ 3,146,921.00	\$ 4,006.89	\$ (3,142,914.11)	0.13%
Prior Year Taxes	\$ 50,000.00	\$ 696.16	\$ (49,303.84)	1.39%
Tax Penalty & Interest	\$ 45,000.00	\$ 989.92	\$ (44,010.08)	2.20%
Other Local Income	\$ 100,000.00	\$ 7,422.62	\$ (92,577.38)	7.42%
State Funding	\$ 2,269,029.00	851,643.00	\$ (1,417,386.00)	37.53%
Total Revenues	\$ 5,610,950.00	\$ 864,758.59	\$ (4,746,191.41)	15.41%
Expenditures				
11-Instruction	\$ 3,156,815.31	\$ 502,879.95	\$ 2,653,935.36	15.93%
12-Instruction Media	\$ 48,397.13	\$ 7,190.41	\$ 41,206.72	14.86%
13- Inst. Staff Development	\$ 68,952.28	\$ 9,762.18	\$ 59,190.10	14.16%
23-School Administration	\$ 280,448.90	\$ 45,341.52	\$ 235,107.38	16.17%
31-Guidance & Counseling	\$ 64,006.45	\$ 10,782.65	\$ 53,223.80	16.85%
33-Health Services	\$ 64,057.50	\$ 10,099.02	\$ 53,958.48	15.77%
34-Pupil Transportation	\$ 332,569.90	\$ 33,338.77	\$ 299,231.13	10.02%
36-Extracurricular Activities	\$ 274,044.65	\$ 66,394.05	\$ 207,650.60	24.23%
41-General Administration	\$ 357,953.03	\$ 58,278.57	\$ 299,674.46	16.28%
51-Maintenance	\$ 655,591.61	\$ 111,496.01	\$ 544,095.60	17.01%
52-Security	\$ 72,350.00	\$ 1,140.00	\$ 71,210.00	1.58%
53-Data Processing	\$ 22,400.00	\$ -	\$ 22,400.00	0.00%
71-Buses		\$ -	\$ -	0.00%
81-Maintenance Improvements	\$ -		\$ -	
93-Shared Services- SPED	\$ 96,000.00	\$ -	\$ 96,000.00	0.00%
99-Miscellaneous	\$ 111,500.00	\$ 15,954.25	\$ 95,545.75	14.31%
Total Expenditures	\$ 5,605,086.76	\$ 872,657.38	\$ 4,732,429.38	15.57%
Excess(Deficiency)Revenue Over Expenditures	\$ 5,836.24			

Monthly Financial Report
For the Period Ending October 31, 2020

Food Services	2020-2021 Adopted Budget	2020-2021 YTD Actual Rev & Exp	Remaining Balance	YTD Percent
Revenues:				
Sales	\$ 145,000.00	\$ 30,307.74		20.90%
State Reimbursement	\$ 2,500.00	\$ -		0.00%
Federal Reimbursement	\$ 148,500.00	\$ 11,954.52		8.05%
Total Revenues	\$ 296,000.00	\$ 42,262.26	\$ -	14.28%

Expenditures				
35 Food Service	\$ 296,000.00	\$ 38,045.77		12.85%

Excess(Deficiency)Revenue Over Expenditures	\$ -	\$4,216.49		
--	-------------	-------------------	--	--

Debt Service	2020-2021 Adopted Budget	2020-2021 YTD Actual Rev & Exp	Remaining Balance	YTD Percent
Revenues				
Property Taxes:				
Current Taxes	\$ 600,625.00	\$ 786.34		0.13%
Prior Year Taxes	\$ 5,000.00	\$ 135.13		2.70%
Tax Penalty & Interest	\$ 2,000.00	\$ 192.36		9.62%
Investment Income	3000	\$ -		
State Funding	12000	\$ -		
Total Revenues	\$ 622,625.00	\$ -	\$ -	0.00%
		\$ 1,113.83		
Expenditures				
71-Debt Service	\$ 600,625.00	\$ -		0.00%
Total Expenditures	\$ 600,625.00	\$ -		0.00%

Excess(Deficiency) Revenue Over Expenditures	\$ 22,000.00	\$ -		
---	---------------------	-------------	--	--

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



TEXAS TRUST
TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER GLENN HEGAR, CHAIRMAN

Participant Statement

IOLA ISD
IOLA GENERAL FUND
ATTN JAN TIMM
PO BOX 159
IOLA TX 77861-0159

Statement Period 10/01/2020 - 10/31/2020

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077588
Investor ID 000006315

TexPool Update

Get the latest insights from key market strategists. Our portfolio managers and strategists provide weekly updates on news and trends in the financial industry. Visit the Insights page at TexPool.com for the latest commentary.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$105,396.55	\$0.00	\$0.00	\$11.96	\$105,408.51	\$105,397.32
Total Dollar Value	\$105,396.55	\$0.00	\$0.00	\$11.96	\$105,408.51	

Portfolio Value

Pool Name	Pool/Account	Market Value (10/01/2020)	Share Price (10/31/2020)	Shares Owned (10/31/2020)	Market Value (10/31/2020)
Texas Local Government Investment Pool		\$105,396.55	\$1.00	105,408.510	\$105,408.51
Total Dollar Value		\$105,396.55			\$105,408.51

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool		\$11.96	\$505.51
Total		\$11.96	\$505.51





firstpublic.com

12007 Research Blvd. • Austin, Texas 78759 • 1-800-758-3927

Participant #: **Lone Star**
Investment Pool**October 2020**
Monthly Statement

Statement Period: 10/01/2020 to 10/31/2020

Jan Timm
Iola ISD
PO Box 159
Iola, Texas 77861-0159**Summary of Portfolio Holdings**

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Debt Service Fund	Corporate Overnight Plus Fund	438,248.79	1.00	438,248.79	13.18%
Totals:				438,248.79	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Plus Fund	2,888,007.36	1.00	2,888,007.36	86.82%
Totals:				2,888,007.36	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	0.00 %	0.00	1.00	0.00	0.00 %
Government Overnight Fund	0.00 %	0.00	1.00	0.00	0.00 %
Corporate Overnight Plus Fund	0.20 %	3,326,256.15	1.00	3,326,256.15	100.00 %
Total Value:				3,326,256.15	100.00 %

Portfolio Transactions**Debt Service Fund - Corporate Overnight Plus Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2020	Starting Balance	438,574.38			438,574.38
10/15/2020	Withdrawal	438,174.38	-400.00	1.00	-400.00
10/30/2020	Interest	438,248.79	74.41	1.00	74.41
10/31/2020	Ending Balance	438,248.79			438,248.79

General Fund - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2020	Starting Balance	2,687,568.31			2,687,568.31
10/14/2020	Withdrawal	2,487,568.31	-200,000.00	1.00	-200,000.00
10/19/2020	Withdrawal	2,287,568.31	-200,000.00	1.00	-200,000.00
10/27/2020	Deposit	2,887,568.31	600,000.00	1.00	600,000.00
10/30/2020	Interest	2,888,007.36	439.05	1.00	439.05
10/31/2020	Ending Balance	2,888,007.36			2,888,007.36

Participant #: 93903

Page 1 of 2



Important Information about this statement

Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days after receipt of this statement. Trades pending settlement will not appear on this statement. All such trades will appear in the next monthly statement. The yield for the period is an annualized rate that reflects the relationship between the average amount of income earned and the average daily balance for the account. Please notify First Public promptly and in writing of any changes of address or phone number. Times of transactions will be furnished upon written request. The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with municipal fund securities before investing. All transactions are no load. No remuneration has, or will be, paid to any entity in connection with this transaction. An investor may obtain an Information Statement by contacting First Public at the address and phone number identified above. An investment in Lone Star investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency and although Lone Star Investment Pool seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in municipal fund securities.

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
From: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Campus and Administrative Report (Item 4)

- a. elementary school student & staff activities
- b. high school student & staff activities
- c. superintendents report

Respectfully submitted,



Scott Martindale
Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

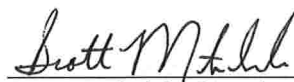
MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration to approve the Local EIC policy for Academic Achievement- Class Ranking (Item 5)

Mrs. Harris has given a brief background on this item.

It is recommended that the Board of Trustees approve the Local EIC policy for Academic Achievement Class Ranking

Respectfully submitted,



Scott Martindale, Superintendent

Consider Approval of Local EIC Policy for Academic Achievement – Class Ranking

Date: November 16, 2020

Contact: Lindsey Harris, High School Counselor

Background:

The current policy has not been updated since 2015. Once our class ranking for Spring 2020 was impacted by COVID-19, we began reviewing this policy. We wanted to look into adding this COVID exception into our board policy so that any new students in our district would have the same impact on their class ranking. I am recommending that we update our current GPA scales in order to greater distinguish our students who are taking a more challenging curriculum. In discussions with most neighboring high schools, the majority of them already have their dual credit courses weighted on a 6.0 scale. We want to make sure our students have comparable GPAs to other schools when they are applying to colleges. Our Texas Association of School Board (TASB) representative also found some legal updates that she has added including change of wording and updates to policy at their recommendation.

Recommendation:

Approve the update for the Local EIC Policy for Academic Achievement – Class Ranking.

Board President's Signature: _____

PROPOSED REVISIONS

**Consistent
Application for
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken at any grade level, unless excluded below.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in physical education, athletics, band, any local credit course, and any course retaken a second time for credit.

Exception

Due to the COVID-19 pandemic and school closure during the spring semester of the 2019–2020 school year, for students in the graduating classes of 2021, 2022, and 2023, the calculation of class rank shall not include grades earned during the spring semester of the 2019–2020 school year.

**Weighted Grade
System**

Categories

The District shall categorize and weight eligible courses as Dual Credit/Advanced Placement (AP), Honors, and Regular in accordance with provisions of this policy and as designated in appropriate District publications.

Dual Credit / AP

Eligible dual credit and AP courses designated in the course catalog shall be categorized and weighted as Dual Credit/AP courses.

Honors

Eligible advanced mathematics and science courses and other courses locally designated as Honors in the course catalog shall be categorized and weighted as Honors courses.

Regular

All other eligible courses shall be categorized and weighted as Regular courses.

**Weighted Grade
Point Average**

For students in the graduating classes of 2021, 2022, and 2023 the District shall convert semester grades earned in eligible courses to grade points and shall calculate a weighted grade point average (GPA) in accordance with the following chart:

Grade	Dual Credit/AP	Honors	Regular
100	5.0	4.5	4.0
99	4.9	4.4	3.9
98	4.8	4.3	3.8
97	4.7	4.2	3.7

Iola ISD
093903

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade	Dual Credit/AP	Honors	Regular
96	4.6	4.1	3.6
95	4.5	4.0	3.5
94	4.4	3.9	3.4
93	4.3	3.8	3.3
92	4.2	3.7	3.2
91	4.1	3.6	3.1
90	4.0	3.5	3.0
89	3.9	3.4	2.9
88	3.8	3.3	2.8
87	3.7	3.2	2.7
86	3.6	3.1	2.6
85	3.5	3.0	2.5
84	3.4	2.9	2.4
83	3.3	2.8	2.3
82	3.2	2.7	2.2
81	3.1	2.6	2.1
80	3.0	2.5	2.0
79	2.9	2.4	1.9
78	2.8	2.3	1.8
77	2.7	2.2	1.7
76	2.6	2.1	1.6
75	2.5	2.0	1.5
74	2.4	1.9	1.4
73	2.3	1.8	1.3
72	2.2	1.7	1.2
71	2.1	1.6	1.1
70	2.0	1.5	1.0
Below 70	0	0	0

Beginning with students in the graduating class of 2024, the District shall convert semester grades earned in eligible courses to grade points and shall calculate a weighted grade point average (GPA) in accordance with the following chart:

Revised; 11/3/20

2 of 5

EIC(LOCAL)-X

Iola ISD
093903

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

<u>Grade</u>	<u>Dual Credit/AP</u>	<u>Honors</u>	<u>Regular</u>
<u>100</u>	<u>6.0</u>	<u>5.0</u>	<u>4.0</u>
<u>99</u>	<u>5.9</u>	<u>4.9</u>	<u>3.9</u>
<u>98</u>	<u>5.8</u>	<u>4.8</u>	<u>3.8</u>
<u>97</u>	<u>5.7</u>	<u>4.7</u>	<u>3.7</u>
<u>96</u>	<u>5.6</u>	<u>4.6</u>	<u>3.6</u>
<u>95</u>	<u>5.5</u>	<u>4.5</u>	<u>3.5</u>
<u>94</u>	<u>5.4</u>	<u>4.4</u>	<u>3.4</u>
<u>93</u>	<u>5.3</u>	<u>4.3</u>	<u>3.3</u>
<u>92</u>	<u>5.2</u>	<u>4.2</u>	<u>3.2</u>
<u>91</u>	<u>5.1</u>	<u>4.1</u>	<u>3.1</u>
<u>90</u>	<u>5.0</u>	<u>4.0</u>	<u>3.0</u>
<u>89</u>	<u>4.9</u>	<u>3.9</u>	<u>2.9</u>
<u>88</u>	<u>4.8</u>	<u>3.8</u>	<u>2.8</u>
<u>87</u>	<u>4.7</u>	<u>3.7</u>	<u>2.7</u>
<u>86</u>	<u>4.6</u>	<u>3.6</u>	<u>2.6</u>
<u>85</u>	<u>4.5</u>	<u>3.5</u>	<u>2.5</u>
<u>84</u>	<u>4.4</u>	<u>3.4</u>	<u>2.4</u>
<u>83</u>	<u>4.3</u>	<u>3.3</u>	<u>2.3</u>
<u>82</u>	<u>4.2</u>	<u>3.2</u>	<u>2.2</u>
<u>81</u>	<u>4.1</u>	<u>3.1</u>	<u>2.1</u>
<u>80</u>	<u>4.0</u>	<u>3.0</u>	<u>2.0</u>
<u>79</u>	<u>3.9</u>	<u>2.9</u>	<u>1.9</u>
<u>78</u>	<u>3.8</u>	<u>2.8</u>	<u>1.8</u>
<u>77</u>	<u>3.7</u>	<u>2.7</u>	<u>1.7</u>
<u>76</u>	<u>3.6</u>	<u>2.6</u>	<u>1.6</u>
<u>75</u>	<u>3.5</u>	<u>2.5</u>	<u>1.5</u>
<u>74</u>	<u>3.4</u>	<u>2.4</u>	<u>1.4</u>
<u>73</u>	<u>3.3</u>	<u>2.3</u>	<u>1.3</u>
<u>72</u>	<u>3.2</u>	<u>2.2</u>	<u>1.2</u>
<u>71</u>	<u>3.1</u>	<u>2.1</u>	<u>1.1</u>
<u>70</u>	<u>3.0</u>	<u>2.0</u>	<u>1.0</u>
<u>Below 70</u>	<u>0</u>	<u>0</u>	<u>0</u>

Revised; 11/3/20

3 of 5

EIC(LOCAL)-X

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Transferred Grades

When a student transfers semester grades for courses that would be eligible under the Regular category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if the same or an equivalent ~~similar~~ courses ~~are~~ is offered to the same class of students in the District.

Local Graduation
Honors

~~All other semester grades accepted for transfer, including in regular, dual credit, AP, and other advanced courses not offered to District students, shall be assigned weight as Regular courses.~~

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation two weeks prior to graduation. ~~at the end of the fifth six-week grading period of the senior year.~~

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and
Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the District high school for the two school years immediately preceding graduation; and
- ~~1.2.~~ 2. Have completed the ~~Recommended program, the Advanced/Distinguished Achievement Program, or the~~ foundation program with the distinguished level of achievement.

Breaking Ties

In case of a tie in weighted GPAs after calculation to the thousandths place, the District shall calculate a weighted GPA using only eligible grades in dual credit, AP, and Honors courses taken by each student involved in the tie.

If the tie is not broken after applying this method, the District shall recognize all students involved in the tie as sharing the honor and title.

Iola ISD
093903

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Highest-Ranking
Graduate

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of a called board meeting on November 30, 2020
(Item 6)

Axley & Rode, LLP will have the 2019-2020 school audit completed and ready for presentation on this date.

It is recommended that the Board of Trustees approve called board meeting on November 30, 2020.

Respectfully submitted,



Scott Martindale, Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of changing date or canceling the December board meeting (Item 7)

Our regular meeting date is December 21, 2020. This date fall on Christmas break. All agenda items that would normally be considered in the December meeting can be handled on our January board meeting

It is recommended that the Board of Trustees approve the changing date or cancellation of the December board meeting.

Respectfully submitted,



Scott Martindale, Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

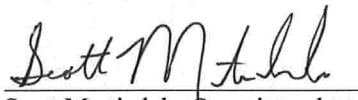
MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of changing date of January, February and March board meetings
(Item 8)

Once again our regular monthly meetings date for January, February and March all fall on school holidays.
I am recommending:
January 18 (MLK Holiday) be moved to January 25th
February 15 (President Holiday) be moved to February 22nd
March 15 (Spring Break) be moved to March 29th

It is recommended that the Board of Trustees approve the changing of January, February and March board meeting dates.

Respectfully submitted,


Scott Martindale, Superintendent

Iola ISD | 2020-2021 Academic Calendar

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

4 Independence Day

4 End of Christmas Break
5 Begin 4th Six Weeks
18 M.L. King Holiday

JANUARY '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10 New Teacher Orientation
11-17 Staff Development
18 1st Day of School
18 Begin 1st Six Weeks

12 End of 4th Six Weeks
15 Presidents' Day/Bad Weather Makeup
16 Begin 5th Six Weeks

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Labor Day Holiday
25 End of 1st Six Weeks
28 Staff Development
Student Holiday & Elementary Parent Conference Day
29 Begin 2nd Six Weeks

15-19 Spring Break

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

30 End of 2nd Six Weeks

02 Good Friday Holiday
04 Easter Sunday
6-9 Assessment Window
13-16 Assessment Window
09 End 5th Six Weeks
12 Begin 6th Six Weeks

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Begin 3rd Six Weeks
11 Veterans Day
23 Bad Weather Makeup (If Needed)
26 Thanksgiving Day

4-7, 11-14, 18-21 Assessment Window
28 End of 6th Six Weeks
29 Graduation
31 Memorial's Day

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8-11 Assessment Window
18 End of 3rd Six Weeks
25 Christmas Day

JUNE 1-25 COVID-19
Makeup Days *These days may be used if we are out of school for an extended period of time. However, just because we are out of school does not mean we will have to use these days. Community will be notified if we have to use these days.**

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020

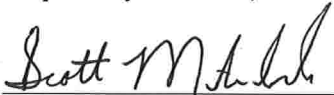
SUBJECT: Discussion and possible action on a Resolution adopting Findings of Fact and approving the Application of Blue Jay Solar I, LLC for Appraisal Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, and other action incident thereto (Item 9)

Underwood Law Firm PC and the school finance consultant, Chris Grammar, will make a presentation on the prepared findings, the school finance study, go over the Comptroller's Certification, and the Agreement.

Motion must read:

"I move that the Board approve the Resolution adopting Findings of Fact as presented relating to the Application of Blue Jay Solar I, LLC for Appraised Value Limitation on Qualified Property, that such Resolution and Findings, as presented, be executed by the Board President *or specifically name another appropriate trustee if Board President is unable or unavailable* and made a part of the Minutes of this meeting, and that Blue Jay Solar I, LLC's Application be approved, all in accordance with Chapter 313 of the Texas Tax Code."

Respectfully submitted,


Scott Martindale, Superintendent

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees

FROM: Scott Martindale, Superintendent

DATE: November 16, 2020

SUBJECT: Discussion and possible action on an Agreement of Limitation on Appraisal Value of Property for School District Maintenance and Operation Taxes, pursuant to Chapter 313 of the Texas Tax Code, with Blue Jay Solar I, LLC (Item 10)

Underwood Law Firm PC will review the hold harmless/revenue protection and other parts of the proposed Agreement during the discussion on the Findings in the preceding agenda item. We may go into executive session to discuss negotiations or review other portions of the Agreement during the above agenda item.

Motion must read:

"I move that the Board approve the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, pursuant to Chapter 313 of the Texas Tax Code, with Blue Jay Solar I, LLC and authorize the Board President *or specifically name another appropriate trustee if Board President is unable or unavailable* to execute the Agreement on the District's behalf, and direct the Superintendent to take such other action as may be required under Chapter 313 of the Texas Tax Code or the Comptroller's related rules."

Respectfully submitted,


Scott Martindale, Superintendent

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

IOLA INDEPENDENT SCHOOL DISTRICT

and

BLUE JAY SOLAR I, LLC

(Texas Taxpayer ID #32064056792)

Comptroller Application #1490

Dated

November 16, 2020

appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on November 16, 2020, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on November 16, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on November 16, 2020, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on November 4, 2020, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on November 16, 2020, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means **BLUE JAY SOLAR I, LLC**, (Texas Taxpayer ID # 32064056792), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on May 19, 2020. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Grimes Central Appraisal District.

“Board of Trustees” means the Board of Trustees of the Iola Independent School District.

“Commercial Operation” means the date on which the Project has been substantially installed or constructed, obtained all permits, required approvals, and has met all requirements necessary for delivering electricity onto the grid.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Grimes County, Texas.

“District” or “School District” means the Iola Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter “C” of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

"New Qualifying Jobs" means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller's Rules.

"New Non-Qualifying Jobs" means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"Qualified Investment" has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller's Rules.

"Qualified Property" has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

"Qualifying Time Period" means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"State" means the State of Texas.

"Supplemental Payment" means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on the Applicant's Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"Tax Limitation Period" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (i.e., the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Additional Loss" shall have the same meaning as assigned to such term in Section 4.4 of this Agreement.

"Applicable School Finance Law" means Chapters 48 and 49 of the TEXAS EDUCATION CODE (previously Chapters 42 and 41), and other applicable provisions of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE); Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to the District; and, the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules, regulations, and interpretations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State; and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future which impact or alter the calculation of the Applicant's ad valorem tax obligation or the M&O Amount in Section 4.2 of this Agreement to the District, either with or without the limitation of property values made pursuant to this Agreement.

"M&O Amount" means the revenue protection payment required as part of this Agreement as set out in TEXAS EDUCATION CODE Section 48.256(d) and shall have the meaning assigned to such term in Section 4.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE, or other lawful authority, and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 and/or Chapter 48 of the TEXAS EDUCATION CODE or any other applicable provisions of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, less (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41, Chapter 48 and/or Chapter 49 of the TEXAS EDUCATION CODE or any other applicable statutory provision as well as any amendment or successor statute to these provisions, as applicable.

"Net Tax Savings" shall have the same meaning as assigned to such term in Section 6.3 of this Agreement.

"New M&O Revenue" shall have the same meaning as assigned to such term in Section 4.2.A.ii of this Agreement.

"Original M&O Revenue" shall have the same meaning as assigned to such term in Section 4.2.A.i of this Agreement.

"Third Party Consultant" shall have the same meaning as assigned to such term in Section 4.5 of this Agreement.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is July 16, 2020, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is November 16, 2020.

C. The Qualifying Time Period for this Agreement:

- i. Starts on October 1, 2021, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2023, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2023, the first complete Tax Year that begins after the date of the commencement of Commercial Operation; and,
- ii. Ends on December 31, 2032.

E. The Final Termination Date for this Agreement is December 31, 2037.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This

Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. Twenty Million Dollars (\$20,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$10,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$992.75 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. no additional conditions are identified in the certificate for a limitation on appraised

value by the Comptroller for this project.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date Commercial Operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as a renewable energy electric generation facility.

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256(d) of the TEXAS EDUCATION CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue as a result of entering into this Agreement and application of the Tax Limitation set out in Section 2.4 to Applicant's Qualified Property. Payments for such loss shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement, IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCES TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of this Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District resulting from any change in the timing of construction and/or any change to the Qualified Property.

The Parties expressly understand and agree that for all Tax Years to which the Tax Limitation amount set out in Section 2.4 is applied to Applicant's Qualified Property that is the subject of this Agreement, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may periodically change in accordance with changes in Applicable School Finance Law. The Parties further agree that printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party; (ii) based upon current Applicable School Finance Law which is subject to change by statute, by administrative regulation (or interpretation thereof), or by judicial decision at any time; and (iii) may change in future years to reflect changes in Applicable School Finance Law.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. The amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date (as set out in EXHIBIT 5), the "M&O Amount," shall be determined in compliance with Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District (also known as the revenue protection payment as set out in TEXAS EDUCATION CODE Section 48.256(d)) means the Original M&O

Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. "Original M&O Revenue" means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), had this Agreement not been entered into by the Parties and the Applicant's Qualified Property had been subject to the District's ad valorem maintenance and operations tax without any limitation on value at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party Consultant (as defined in Section 4.5) will base its calculations upon (1) the total Taxable Values for each applicable Tax Year as certified by the Appraisal District for all taxable accounts in the District for the District's maintenance and operations ad valorem tax purposes, save and except for the Applicant's Qualified Property subject to this Agreement, plus (2) the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant's Qualified Property subject to this Agreement for the District's debt service (interest and sinking fund) ad valorem tax purposes (which total Taxable Values for the Applicant's Qualified Property subject to this Agreement shall be used in lieu of the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant's Qualified Property subject to this Agreement for the District's maintenance and operations ad valorem tax purposes).
- ii. "New M&O Revenue" means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), with the Limitation Amount specified in Section 2.4 applied to Applicant's Qualified Property.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for any year during the Tax Limitation Period under this Section 4.2, the New M&O Revenue will reflect the Tax Limitation Amount stated in Section 2.4 for such year.
- v. As applicable, the methodology for the calculations made under this Section 4.2 shall include the limited values as set forth in other existing limitation agreements, if any.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement and in the event that, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable

to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, because of its participation in this Agreement, Applicant shall make payments to District, up to the M&O Amount limitations set forth in this Agreement that are necessary to offset any negative impact on the District as a result of its participation in this Agreement.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to or on behalf of the District on an annual basis all M&O Revenue losses, and other costs as they are incurred by the District that arise from entering this Agreement (the "Additional Loss"), including without limitation: (a) any loss incurred by the District resulting from a judicial challenge to this Agreement; (b) any reasonable attorneys' fees or other costs incurred by the District due to any amendment, audit, legal defense or enforcement of this Agreement brought by or against either Party or person or entity, irrespective of whether or not this Agreement or any interpretation thereof by the District is ultimately determined to be valid; and (c) any non-reimbursed reasonable costs or fees incurred by the District and related to this Agreement, either directly or indirectly, including costs paid to the Appraisal District based on the values of the Qualified Property used for the District's debt service (interest and sinking fund) that exceeds the Tax Limitation Amount provided in Section 2.4 herein. Notwithstanding anything to the contrary in Section 4.8, payment for such Additional Loss shall be made by Applicant no later than 30 days following notice that such Additional Loss is due and owing.

Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY CONSULTANT. All calculations under this Agreement shall be made annually by an independent third party consultant (the "Third Party Consultant") selected and appointed each year by the District and approved by Applicant, which shall not be unreasonably withheld, conditioned or delayed. If the Parties cannot agree on the Third Party Consultant, then the Third Party Consultant shall be selected by a mediator selected in accordance with the procedures set forth in Section 9.3.A.

Section 4.6. DATA FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon all taxable property in the District, including the Applicant's Qualified Property by the Grimes Central Appraisal District in its annual certified tax roll submitted to the District pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party Consultant selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party Consultant to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party Consultant shall be adjusted from time-to-time by the Third Party Consultant to reflect actual amounts, subsequent adjustments by the Grimes Central Appraisal District to the District's certified tax roll, or any other changes in student counts, tax collections, or other applicable data.

Section 4.7. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party Consultant appointed pursuant to Section 4.5 shall forward to the Parties a certification containing the calculations required under Articles IV, V and VI of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party Consultant shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party Consultant's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party Consultant shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party Consultant shall preserve all documents pertaining to the calculation and fee for a period of four (4) years after payment. The Applicant shall not be liable for any of Third Party Consultant's costs resulting from a review or audit of the Third Party Consultant's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party Consultant pursuant to Section 4.8, if such fee is timely paid.

Section 4.8. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined by the Third Party Consultant to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party Consultant for all calculations under this Agreement under Section 4.7, above, plus any unpaid amount due and owing under Section 4.4, or incurred by the District to its attorneys, auditors or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement application filed with or sent to the State of Texas which are, or may be, required under the terms or because of the execution of this Agreement. Notwithstanding the foregoing, for no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses to the Third Party Consultant under this Section 4.8 and Section 4.7, above, in excess of Fifteen Thousand Dollars (\$15,000.00) during the years of the Tax Limitation Period and Seven Thousand Five Hundred Dollars (\$7,500.00) for years outside the Tax Limitation Period for which this Agreement is effective. Payment for all amounts due and owing not made on or before the January 31 or any amount invoiced by or on behalf of the District and not paid within 30 days from the due date shall be considered delinquent. For delinquent payments, the Applicant shall be subject to penalty and interest in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE. Penalties on said amounts shall be calculated in accordance with Section 33.01(a) of the Texas Tax Code, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the Texas Tax Code, or its successor statute.

Section 4.9. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification containing the calculations prepared and delivered pursuant to Section 4.7, the Applicant may appeal the findings, in writing, to the Third Party Consultant within thirty (30) District business

days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.7 for purposes of auditing or reviewing the information in connection with the certification. Within fifteen (15) District business days of receipt of the Applicant's appeal, the Third Party Consultant will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any such appeal by the Applicant of the final determination of the Third Party Consultant may be made, in writing, to the District's Board of Trustees within fifteen (15) District business days of the Applicant's receipt of the Third Party Consultant's final determination of the certification containing the calculations in accordance with District Policy GF (LOCAL). Applicant shall timely make all payments as required by this Agreement. Applicant's obligation under Section 4.8 to make any payments to the District pursuant to Consultant's final determination shall not abate during any appeal of Consultant's final determination under this Section 4.9.

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party Consultant selected and appointed under Section 4.5 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Third Party Consultant shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. If as a result of an appeal or for any other reason the Taxable Value of the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party Consultant who shall immediately issue new calculations required by this Agreement for the applicable year or years using the new Taxable Value. Upon completion of the new calculations, the Third Party Consultant shall transmit the new calculations to the Parties. In the event the new calculations result in a change of any amount paid or payable by the Applicant under this Agreement, the Party owing funds to the other Party shall pay any amounts owed within thirty (30) days of receipt of the new calculations from the Third Party Consultant.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project proposed by the Applicant that are not directly funded in state aid formulas, including without limitation expenses for the purchase or lease of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Project.

Section 5.2. PAYMENTS. Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. Applicant shall make Supplemental Payments in an amount equal to, but not to exceed, the limit of the annual Supplemental Payment as set out in Section 6.2 below, starting with the first complete or partial year of the Qualifying Time Period, and on January 1 for each year thereafter, and continue through the third year following the end of the Tax Limitation Period.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed, for any calendar year of this Agreement, an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in Average Daily Attendance, as defined by Section 48.005 of the TEXAS EDUCATION CODE, or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant.

B. Supplemental Payments may only be made during the period starting with the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of (i) \$50,000 or (ii) \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 48.005 of the TEXAS EDUCATION CODE, based upon the District's 2018-19 Average Daily Attendance of 490, rounded to the whole number.

Section 6.3. SUPPLEMENTAL PAYMENT CHANGES. In the event Chapter 313 is modified or amended to allow the District to receive Supplemental Payments in excess of the foregoing limitation, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of Supplemental Payments as allowed by law; provided however, the total Supplemental Payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A above, as determined for that school year. "Net Tax Savings" means an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the

District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV and V of this Agreement. For clarification, Net Tax Savings in respect to a supplemental payment due for a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Articles IV and V of this Agreement for such year. This Section 6.3 shall only apply if the District shall receive an aggregate amount of Supplemental Payments greater than as described in Section 6.2 above; otherwise, Section 6.2 shall apply.

Section 6.4. PAYMENT BY APPLICANT. Payment of amounts due under this Article shall be made as set forth in Section 4.8 of this Agreement and as set forth in Exhibit 5 hereto.

Section 6.5. ANNUAL LIMITATION.

A. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Section 4.2, Article V and Article VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then such excess amount of payments otherwise due from the Applicant to the District under Section 4.2, Article V and Article VI shall be deferred and carried forward from year to year until paid in full.

Section 6.6. OPTION TO TERMINATE AGREEMENT AND PAYMENTS DUE FOLLOWING TERMINATION. In the event that Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment prior to the beginning of the Tax Limitation Period, Applicant shall have the option to terminate this Agreement by notifying the District of its election in writing not later than commencement date of the Tax Limitation Period; or (ii) any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 6.5. A., then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of

its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 6.5.A. is applicable. Any termination of this Agreement under the foregoing provisions of this Section 6.6. shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred. If Applicant terminates this Agreement pursuant to the foregoing Section 6.6(ii), Applicant agrees to pay to the District the remaining Supplemental Payments owed through the third year following the end of the Tax Limitation Period in the amounts and when due as required in this Article VI and on Exhibit 5. Consistent with Article VII, the foregoing payments following termination shall survive the termination of this Agreement.

Section 6.7. PARTIAL DEFERRAL OF SUPPLEMENTAL PAYMENTS DURING THE QUALIFYING TIME PERIOD. Notwithstanding any provision of this Agreement to the contrary, the Supplemental Payments otherwise due under this Article VI with respect to Tax Years 2021 and 2022 shall be deferred and become due and owing on or before January 31, 2023.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

See Section 6.5 regarding the limitation of payments and Section 6.6 regarding the option to terminate and payments following termination.

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate pursuant to Section 6.6, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the

extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations, or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their

performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully

described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement,

the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Grimes County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the

Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Grimes County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 6.6 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District

pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$10,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS

Omitted.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District:

Iola Independent School District
Attn: Scott Martindale, Superintendent
(or the successor Superintendent)
7282 Fort Worth Street
Iola, TX 77861
Phone #: (936) 394-2361
Fax #: (936) 394-2132
Email: smartindale@iolaisd.net

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
500 South Taylor, LB 233, Suite 1200
Amarillo, TX 79101
Phone #: (806) 379-0306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

And:

Culwell Consulting, LLC
Attn: Chris Grammer
1303 Darter Lane
Austin, Texas 78746
Phone #: (512) 914-1328
Email: chris@culwellconsulting.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To Applicant:

Blue Jay Solar I, LLC
c/o David Savage, Vice President
Open Road Renewables
1105 Navasota St.
Austin, TX 78702
Phone: (512) 524-1195
Email: david@openroadrenewables.com

With a copy to:

Blue Jay Solar I, LLC
c/o Craig Adair, Sr. Development Manager
Open Road Renewables
1105 Navasota St.
Austin, TX 78702
Phone: (512) 524-1195
Email: craig@openroadrenewables.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

F. The Applicant shall amend the Application and this Agreement to identify the

changes in the information that was provided in the Application and was approved by the District and as considered by the Comptroller no earlier than 180 days and no later than 90 days prior to the start of the Qualifying Time Period as identified in Section 2.3.C.i of this Agreement.

- i. The Applicant shall comply with written requests from the District or the Comptroller to provide additional information necessary to prepare a Comptroller certificate for a limitation for the conditions prior to the start of the Qualifying Time Period; and
- ii. If the Comptroller provides its certificate for a limitation with conditions different from the existing agreement, the District shall hold a meeting and determine whether to amend this Agreement to include the conditions required by the Comptroller or terminate this Agreement; or
- iii. If the Comptroller withdraws its certificate for a limitation based on the revised Application, the District shall terminate this Agreement.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Grimes County, Texas.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words "include," "includes," and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase ", but not limited to,". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller's Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District and the Comptroller's office in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public

officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
 - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

[signatures follow on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this ____ day of _____, 2020.

BLUE JAY SOLAR I, LLC

IOLA INDEPENDENT SCHOOL DISTRICT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

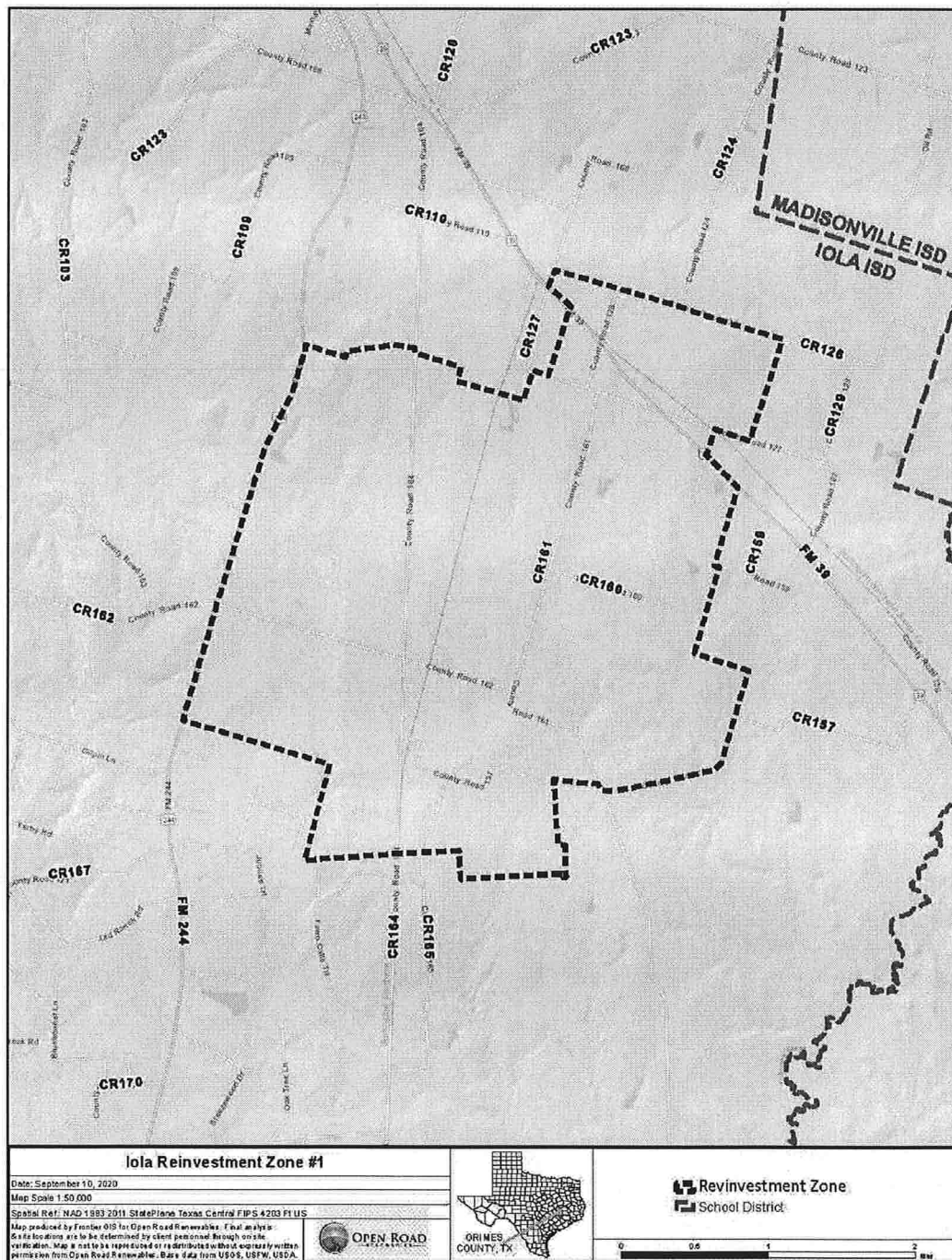
TITLE: _____

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The Iola Independent School District created the Iola Reinvestment Zone #1 by Resolution and Order dated October 19, 2020, which includes the property described below. A map of the Iola Reinvestment Zone #1 is also attached to this **EXHIBIT 1**. In the event of a discrepancy between this below list and the attached map, the map shall control.

ABSTRACT	SURVEY NAME	ACRES
72	NANCY ANDERSON	1831.5
102	K BRENNIN	41.4
160	M CONELLY	328.2
248	W GRAY	242.0
303	T LEGER	579.2
338	J MILLHANKS	296.0
346	S MARSHALL	1345.7
369	M PETERSON	122.9
370	W PETERSON	155.2
415	J STODDART	538.7
432	J STURVANT	738.9
464	WILLIAM VINCENT	102.5
471	T WALKER	89.4
	TOTAL	6412.2



Agreement for Limitation on Appraised Value
Between Iola ISD and Blue Jay Solar I, LLC
(App. No. 1482), November 16, 2020
Exhibit 1

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)*

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

All Qualified Property owned by the Applicant is located within the boundaries of the project area, Iola Independent School District, Grimes County and the Iola Reinvestment Zone #1, as depicted on the maps attached to **EXHIBITS 1, 3 and 4.**

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Blue Jay Solar I, LLC plans to construct a 210 MW solar farm in Grimes County. This Agreement covers all qualified property within Iola ISD necessary for the commercial operations of the proposed solar farm described herein. All panels will be located in Iola ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 574,000 modules and approximately 84 inverters.

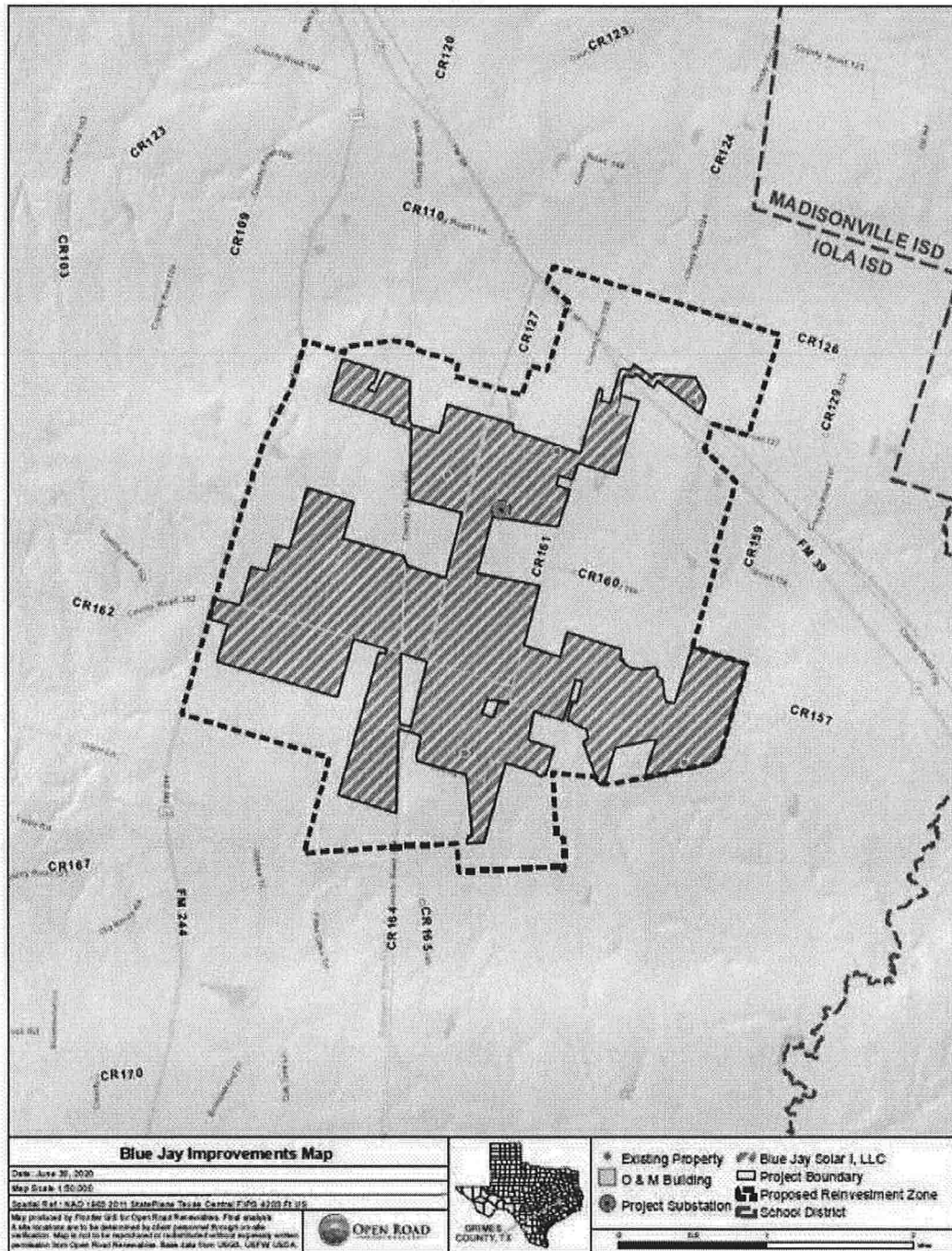
This Agreement covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property include collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, foundations, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, storage shed, O&M building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities and control systems necessary for commercial generation of electricity, and all eligible ancillary and necessary equipment.

The intended use of the storage shed is to store materials and supplies that are associated with the solar project.

The project will be located within Iola ISD, the Iola Reinvestment Zone #1 and Grimes County.

MAP OF QUALIFIED INVESTMENT



Agreement for Limitation on Appraised Value
Between Iola ISD and Blue Jay Solar I, LLC
(App. No. 1482), November 16, 2020
Exhibit 3

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)

EXHIBIT 3

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Blue Jay Solar I, LLC plans to construct a 210 MW solar farm in Grimes County. This Agreement covers all qualified property within Iola ISD necessary for the commercial operations of the proposed solar farm described herein. All panels will be located in Iola ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 574,000 modules and approximately 84 inverters.

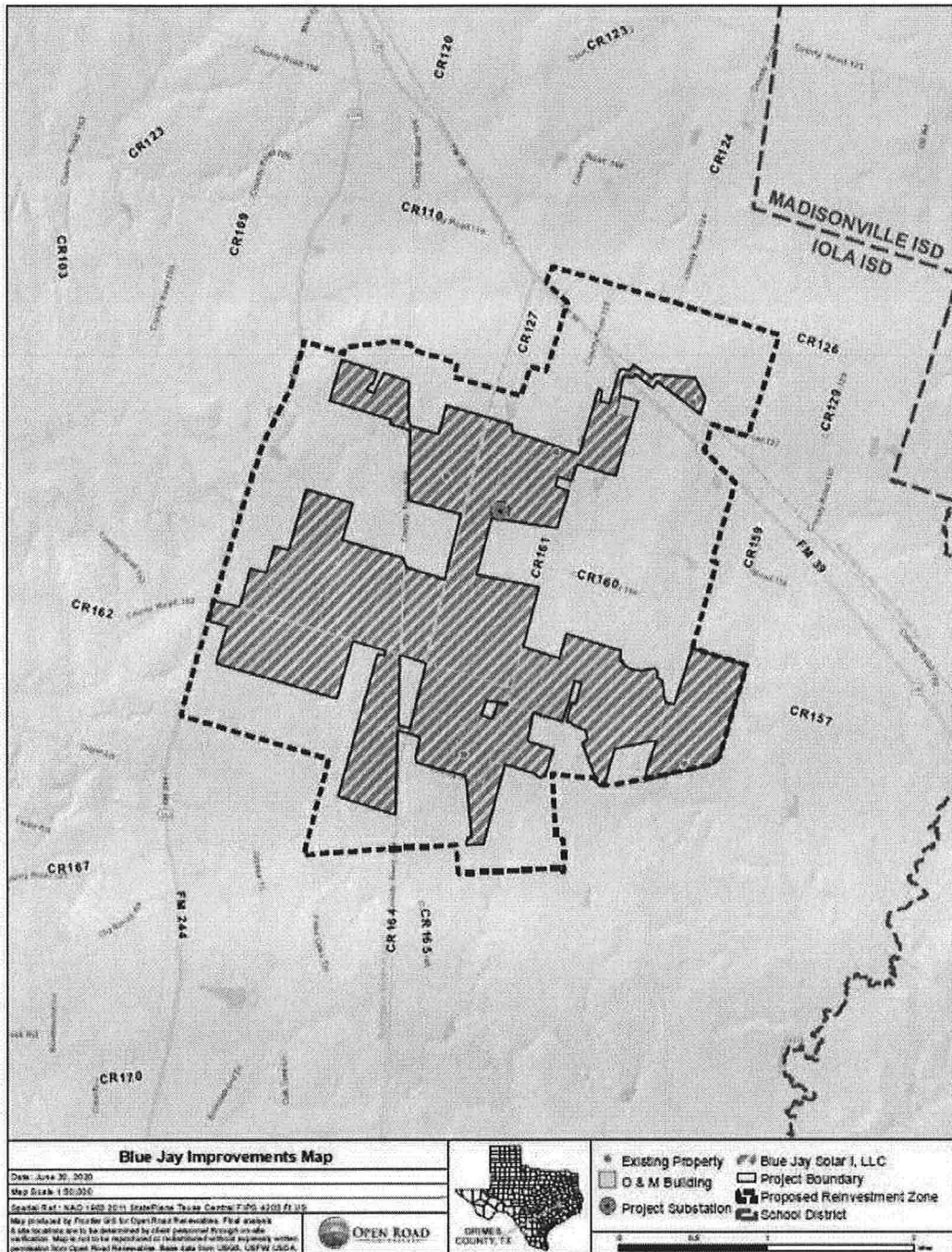
This Agreement covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property include collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, foundations, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, storage shed, O&M building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities and control systems necessary for commercial generation of electricity, and all eligible ancillary and necessary equipment.

The intended use of the storage shed is to store materials and supplies that are associated with the solar project.

The project will be located within Iola ISD, the Iola Reinvestment Zone #1 and Grimes County.

MAP OF QUALIFIED PROPERTY



Agreement for Limitation on Appraised Value
Between Iola ISD and Blue Jay Solar I, LLC
(App. No. 1482), November 16, 2020
Exhibit 4

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)

EXHIBIT 4

EXHIBIT 5
AGREEMENT SCHEDULE

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Years	Pre-Year	January 1, 2020	2020-21	2020	QTP Pre Year
	Stub Year	January 1, 2021	2021-22	2021	QTP begins October 1, 2021; Supplemental Payment (\$50,000 est.) due on or before January 31, 2023
	QTP 1	January 1, 2022	2022-23	2022	QTP year 1; Supplemental Payment (\$50,000 est.) due on or before January 31, 2023
Limitation Period (10 Years)	QTP 2 / LP Year 1	January 1, 2023	2023-24	2023	QTP year 2; ends December 31, 2023 \$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2024
	2	January 1, 2024	2024-25	2024	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2025
	3	January 1, 2025	2025-26	2025	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2026
	4	January 1, 2026	2026-27	2026	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due or before January 31, 2027
	5	January 1, 2027	2027-28	2027	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due or before January 31, 2028
	6	January 1, 2028	2028-29	2028	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2029
	7	January 1, 2029	2029-30	2029	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2030
	8	January 1, 2030	2030-31	2030	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2031
	9	January 1, 2031	2031-32	2031	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2032
	10	January 1, 2032	2032-33	2032	\$20 million appraisal limitation; Supplemental Payment (\$50,000 est.) due on or before January 31, 2033

Agreement for Limitation on Appraised Value
Between Iola ISD and Blue Jay Solar I, LLC
(App. No. 1482), November 16, 2020
Exhibit 5

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)*

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Maintain a Viable Presence (5 Years)	11	January 1, 2033	2033-34	2033	No appraisal limitation; must maintain a viable presence; Supplemental Payment (\$50,000 est.) due on or before January 31, 2034
	12	January 1, 2034	2034-35	2034	No appraisal limitation; must maintain a viable presence; Supplemental Payment (\$50,000 est.) due on or before January 31, 2035
	13	January 1, 2035	2035-36	2035	No appraisal limitation; must maintain a viable presence; Supplemental Payment (\$50,000 est.) due on or before January 31, 2036
	14	January 1, 2036	2036-37	2036	No appraisal limitation; must maintain a viable presence
	15	January 1, 2037	2037-38	2037	No appraisal limitation; must maintain a viable presence

Agreement for Limitation on Appraised Value
Between Iola ISD and Blue Jay Solar I, LLC
(App. No. 1482), November 16, 2020
Exhibit 5

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)*

EXHIBIT 5

**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Consideration of community use of district facilities due to COVID-19 (Item 11)

We are starting to see an increase in the number of positive COVID-19 cases around the state and in other Region 6 school districts. As a district, we are trying our best to keep students and staff healthy so we can continue to provide face-to-face instruction to the maximum extent possible. With this increase in positive cases, we need to discuss the use of district facilities by the community.

Respectfully submitted,



Scott Martindale, Superintendent

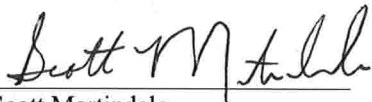
**IOLA INDEPENDENT SCHOOL DISTRICT
IOLA, TEXAS**

MEMORANDUM

TO: Iola ISD Board of Trustees
FROM: Scott Martindale, Superintendent
DATE: November 16, 2020
SUBJECT: Personnel (Item 12)

-
- a. employment:
 - b. resignations:

Respectfully submitted,



Scott Martindale
Superintendent