

**Agenda of Regular Meeting of the
Board of Trustees**

Thursday, April 28, 2022

6:30 PM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL TO ORDER - Chris Pinyan, Board President

I call this meeting of the Rio Vista Independent School District to order. Let the record show that a quorum of the Board members are present and this meeting has been duly called and the notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

2. PRAYER

3. ROLL CALL

4. PUBLIC PARTICIPATION

Persons in attendance at the meeting may request a card to be completed and submitted to the recording secretary no later than five minutes prior to the meeting. This provides the individual the opportunity to address the Board on any subject on the posted agenda except personnel. Public participation is limited to this portion of the meeting and the audience may not enter into discussion to debate matters being considered by the Board at any other time during the meeting. The Board will allot up to thirty minutes for this portion of the agenda with no presentation to exceed three minutes. Delegations of more than five people shall appoint one person to present their views to the board may speak for five minutes. Specific factual information or recitation of existing policy may be furnished in response to inquire, but the Board may not deliberate, discuss, or make any decision on any subject on the agenda.

5. READING AND APPROVAL OF THE MINUTES

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1. Additions

2. Corrections

6. Regular Report of the Superintendent Report- Paul Ryan

Consent Items: Discuss and Consider

1. Regular Report of the Assistant Superintendent - Jeanne Cobb

1. Enrollment Report and Attendance Report

10

2. Regular Report of the Chief Financial Officer - Tammy Witten

1. Financial Report

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2. Tax Office Report

23

7. DISCUSSION

8. ACTION

1. Consider and take action to approve a resolution authorizing the issuance of a maintenance tax note; levying an annual ad valorem tax and providing for the security for and payment of said note; authorizing the execution of a purchase letter; and enacting other provisions relating to the subject

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2. Consider and take action to consider the termination of probationary contract(s).

3. Consider and take action to approve additional position(s) for the 2022-23 school year.

4. Consider and Take Action Personnel

1. Consider and approve Professional Staff Contracts as recommended by Mr. Paul Ryan.

9. EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:

TEXAS GOVERNMENT CODE SECTION:

- 39.030 Educ. Code: Assessment Instruments
- 418.183 Homeland Security
- 551.071 Private consultation with the Board's attorney
- 551.072 Discussion purchase, exchange, leases, 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
- 551.0785 Medical or Psychiatric Records
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082 Considering discipline of a public school child, or complaint or charge against personnel.
- 551.0821 Personally Identifiable Student Information
- 551.083 Consider the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives of employee groups.
- 551.084 Excluding witness from a hearing.
- 551.087 Economic Development Negotiations

10. ADJOURNMENT

The Board of Trustees may convene in executive session any time between the meeting's Public Participation and Adjournment in accordance with provision allowed under Chapter 551 of the Government Sub Chapter D.

Final action decision or vote, if any with regard to any matter considered in executive (closed) session shall be made in public (open) session immediately following the executive (closed) session or at a subsequent public (open) meeting duly announced as the Board of Education shall determine.

For the Board of Trustees
Paul Ryan, Superintendent

Regular Meeting

Monday, March 28, 2022 6:30 PM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

Ronnie Allen: Present
Terry Broumley: Present
Ronnie Crecelius: Present
Matt Gilbert: Present
Brad Greenslade: Present
RJ Hodges: Present
Chris Pinyan: Present

1. CALL TO ORDER - Chris Pinyan, Board President
All board members are present.

2. PRAYER

3. ROLL CALL

4. PUBLIC PARTICIPATION
1 participant. April Hankins

5. READING AND APPROVAL OF THE MINUTES
I make a motion to approve the minutes for the regular and public meeting held on February 28, 2022. This motion, made by Ronnie Crecelius and seconded by Terry Broumley, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea

Yea: 7, Nay: 0

5.1. Additions

5.2. Corrections

6. Monthly Reports

6.1. Regular Report of the Superintendent-Paul Ryan

6.1.1. Discuss the needed roofing repairs at the elementary.

6.1.2. Discuss the proposal of the Academic proposed calendar for the 2022-2023 school year.

6.1.3. Discuss the MOU on Goodside Health

6.1.4. Discuss the Financial Advisory Agreement with Live Oak Public Finance

6.1.5. Discuss Bond Plans for Elementary

6.2. Regular Report of the Assistant Superintendent - Jeanne Cobb

6.2.1. Enrollment Report and Attendance Report

6.3. Regular Report of the Chief Financial Officer - Tammy Witten

6.3.1. Financial Reports

6.3.2. Tax Office Report

6.4. Campus Updates- Cassie Lloyd, Michael Zook, Michelle Drake, Charles Mims

6.5. Athletic Update - Kasey Black

7. ACTION

7.1. Consider and take action to change the early voting times for the General Election to coincide with the City of Rio Vista. I make a motion to accept the early voting times for the General Election to coincide with the City of Rio Vista. This motion, made by Ronnie Allen and seconded by RJ Hodges, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea
Yea: 7, Nay: 0

7.2. Consider and take action to approve the proposed calendar for the 2022-2023 school year.

I make a motion to approve the proposed calendar for the 2022-2023 school year, as recommended. This motion, made by Brad Greenslade and seconded by Matt Gilbert, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea
Yea: 7, Nay: 0

7.3. Consider and take action to approve the Participation in TASB Risk Management Fund Coverage Programs which will be effective May 1, 2022.

I make a motion to approve the TASB Risk Management Fund Interlocal Participation Agreement, which will be effective May 1,

2022. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea
Yea: 7, Nay: 0

7.4. Consider and take action to approve the recommended proposal for the elementary roof section.

I make a motion to to approve the recommended proposal for the elementary roof section. This motion, made by Brad Greenslade and seconded by Ronnie Crecelius, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea
Yea: 7, Nay: 0

7.5. Consider and take action to approve contracts for Administrators and Directors
I make a motion to approve the administrator and director contracts, as recommended. This motion, made by RJ Hodges and seconded by Terry Broumley, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Yea
Chris Pinyan: Yea
Yea: 7, Nay: 0

7.6. Consider and take action to approve additional positions for the 2022-23 school year: two elementary teachers, Instructional Coach Lead, and Curriculum Director.

I make a motion to approve additional positions as recommended for the 2022-23 school year. This motion, made by Brad Greenslade and seconded by RJ Hodges, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Yea: 7, Nay: 0

- 7.7. Consider and take action to give the Superintendent authority to hire staff for positions through May 31, 2022.

I make a motion that we give the Superintendent hiring authority through May 31, 2022. This motion, made by Matt Gilbert and seconded by Ronnie Allen, Passed.

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Yea: 7, Nay: 0

8. EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:

Executive Session out at 8:20 pm. back at 9:23pm.

9. ADJOURNMENT

Meeting adjourned at 9:24pm. Brad Greenslade motion and Rj Hodges second.

Board President

Board Secretary

Special Meeting

Thursday, April 14, 2022 7:30 AM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

Ronnie Allen: Present
Terry Broumley: Present
Ronnie Crecelius: Present
Matt Gilbert: Present
Brad Greenslade: Present
RJ Hodges: Absent
Chris Pinyan: Present

1. CALL TO ORDER - Chris Pinyan, Board President

2. PRAYER

3. ROLL CALL

4. PUBLIC PARTICIPATION

5. DISCUSSION

5.1. Discuss Maintenance Note

6. ACTION

6.1. Consider and take action to approve a Maintenance Note

I make a motion to move forward with the process for a Maintenance Note, as recommended. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Tabled.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Absent
Chris Pinyan: Yea

Yea: 6, Nay: 0, Absent: 1

6.2. Consider and take action to move the Regular April School Board meeting to April 28th.

I make a motion to move the Regular April School Board meeting to Aril 28th. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea

RJ Hodges: Absent
Chris Pinyan: Yea
Yea: 6, Nay: 0, Absent: 1

- 6.3. Consider and take action to approve the Early Election voting times for 8:00 am - 4:00 pm.

I make a motion to approve the Early Election voting times, as recommended. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Tabled.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Absent
Chris Pinyan: Yea
Yea: 6, Nay: 0, Absent: 1

- 6.4. Consider and take action to approve the RVISD May 2022 election workers.

I make a motion to approve Tammy Prather, Brenda Marbut, and Terry Vaughn as the May 2022 election workers. This motion, made by Ronnie Allen and seconded by Matt Gilbert, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Absent
Chris Pinyan: Yea
Yea: 6, Nay: 0, Absent: 1

- 6.5. Consider and take action to approve Director contracts.

I make a motion to approve Jennifer Ryan as the Curriculum Director and Chief Ronny Potts as the Director to Safety and Security. This motion, made by Matt Gilbert and seconded by Ronnie Crecelius, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Absent
Chris Pinyan: Yea
Yea: 6, Nay: 0, Absent: 1

- 6.6. Consider and take action to approve new positions.

I make a motion to approve the new positions as discussed with the board and the superintendent. This motion, made by

Brad Greenslade and seconded by Terry Broumley, Passed.

Ronnie Allen: Yea
Terry Broumley: Yea
Ronnie Crecelius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea
RJ Hodges: Absent
Chris Pinyan: Yea
Yea: 6, Nay: 0, Absent: 1

7. EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:
Closed session 8:07. Back from session at 8:23.

8. ADJOURNMENT
Meeting adjourned at Made Brad Greenslade, Second Matt gilbert.

Board President

Board Secretary

DAILY TOTALS as of 4/26/2022

Grade	Current Enrollment	Transfers by Grade	21-22 ADA SAT 2300 Rept
PRE-K	33	3	92.70%
KG	67	12	94.20%
1st	71	13	93.63%
2nd	66	10	94.80%
3rd	77	19	95.84%
4th	52	9	95.93%
RVE TOT	366	66	94.52%
5th	71	12	95.86%
6th	56	9	96.14%
7th	61	9	95.18%
8th	56	7	93.88%
RVMS TOT	244	37	95.27%
9th	69	18	95.26%
10th	39	7	94.77%
11th	64	12	94.83%
12th	45	8	93.76%
RVHS TOT	217	46	94.66%
RVISD	827	149	94.91%
<i>Began 20/21 with 777 students - Ended with 756</i>			
<i>Began 21/22 with 821 students - Up 6 Students</i>			

Rio Vista ISD Board Financial Report					
YTD By Function					
Sept. 01, 2021-April 1, 2022					
Revenues Fund 199	Current Year Budget	YTD Revenue	Current Realized	Revenue Balance	Percent Realized
5700 - Local Taxes	3,660,957.00	3,402,292.65	405,117.94	258,664.35	0.93
5730 Tuition & Fees	-	7,017.12	900.00	(7,017.12)	-
5740 Other Local Revenue	185,000.00	59,798.80	8,888.67	125,201.20	0.32
5750-Enterprising Activities	23,400.00	21,887.65		1,512.35	0.94
5700 - Total Local Revenue	3,869,357.00	3,490,996.22	414,906.61	378,360.78	0.90
5800 - State Revenue	5,238,359.00	3,019,567.00		2,218,792.00	0.58
5800 - Other -TRS on Behalf	442,554.00			442,554.00	-
5800 - Total State Revenue	5,680,913.00	3,019,567.00	-	2,661,346.00	0.53
5900 - Federal Revenue	92,000.00	81,619.18	56,305.60	10,380.82	0.89
Total Revenue - Local-State-Federal	9,642,270.00	6,592,182.40	471,212.21	3,050,087.60	0.68
Expenditures by Function - 199	Budget	YTD Expenditure	YTD Encumbered	Balance	Percent Expended
11-Instruction	4,731,105.54	3,111,201.26	60,678.17	1,559,226.11	0.66
12-Media/Library	10,455.00	5,426.48	57.22	4,971.30	0.52
13-Staff Development	101,312.50	60,413.09	-	40,899.41	0.60
23-School Leadership	476,768.50	367,779.56	40.50	108,948.44	0.77
31-Guidance & Counseling	239,218.00	133,249.87	246.46	105,721.67	0.56
33-Health Services	116,179.50	77,857.45	2,137.89	36,184.16	0.67
34-Transportation	404,875.00	132,488.89	114,500.00	157,886.11	0.33
36-Cocurricular Activities	398,968.00	268,396.58	9,605.88	120,965.54	0.67
41-General Administration	563,241.00	312,100.24	3,448.80	247,691.96	0.55
51-Plant Maintenance	1,461,159.07	929,050.58	131,086.50	401,021.99	0.64
52-Security	109,115.00	61,589.03	2,110.00	45,415.97	0.56
53-Data Processing	245,751.00	145,738.48	4,600.00	95,412.52	0.59
71-Long Term Debt	266,858.90	260,417.04	-	6,441.86	0.98
93-Pmts Fiscal Agent (JCSSA)	483,726.00	376,229.00	-	107,497.00	0.78
99-Other Govt. Agencies	62,000.00	44,659.75	-	17,340.25	0.72
Total Expenditures	9,670,733.01	6,286,597.30	328,511.42	3,055,624.29	0.65
Account Balances as of March 31, 2022					
General Account \$3,643,672.87					
Worker's Comp-\$11.63					
Debt Service \$2,193,320.16					
Faculty Scholarship \$2,528.93					

	Campus/building	Payables	September	October	November	December	January	February	March	April	May	June	Total
Atmos Energy	Ag Barn-1429		\$56.73	\$56.73	\$56.73	\$224.92	\$344.70	\$539.12	\$479.25				\$1,758.18
	Fieldhouse -1161		\$109.38	\$169.92	\$162.28	\$219.99	\$321.31	\$476.25	\$414.90				\$1,874.03
	Elementary-0448		\$97.60	\$78.24	\$206.67	\$470.53	\$1,109.70	\$1,757.08	\$1,327.37				\$5,047.19
	High School-7930		\$118.03	\$289.65	\$478.92	\$939.84	\$2,320.64	\$3,924.74	\$2,977.41				\$11,049.23
	Admin-0706		\$334.91			\$252.35	\$769.90	\$1,458.66	\$1,325.57				\$4,141.39
	Middle School-Acct 8063		\$111.74	\$332.70	\$243.45	\$500.15	\$1,205.01	\$1,881.97	\$1,405.31				\$5,680.33
	Total	\$0.00	\$828.39	\$927.24	\$1,148.05	\$2,607.78	\$6,071.26	\$10,037.82	\$7,929.81	\$0.00	\$0.00	\$0.00	\$29,550.35
Frontier Garbage	All		\$1,933.52	\$1,926.02	\$2,036.88	\$2,036.88	\$2,036.88	\$2,036.88	\$2,036.88				\$14,043.94
Carson's Pest Control	Admin	\$70.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$328.47				\$608.47
	Early Learning Center	\$96.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00					\$384.00
	Elementary	\$136.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00					\$544.00
	Middle School	\$264.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00					\$1,056.00
	High School	\$256.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00				\$1,152.00
	Maintenance	\$90.94	\$45.47	\$45.47	\$45.47	\$45.47	\$45.47	\$45.47					\$363.76
	Concession stands/dugout	\$87.08	\$43.54	\$43.54	\$43.54	\$43.54	\$43.54	\$43.54	\$43.54				\$391.86
	Tennis Court	\$37.00	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50				\$166.50
	Field House	\$92.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00				\$414.00
	Ag Shop	\$88.40	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20				\$397.80
	Additional Services	\$0.00	\$1,507.30	\$592.30	\$592.30	\$592.30	\$592.30	\$1,738.76					\$5,022.96
	Total	\$1,217.42	\$608.71	\$2,116.01	\$1,201.01	\$1,201.01	\$1,201.01	\$2,347.47	\$608.71	\$0.00	\$0.00	\$0.00	\$10,501.35
Johnson Co Shared Services	District		\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00				\$376,229.00
Nextlink-Phones	All	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$5,019.20	\$1,051.00	\$1,051.00	\$3,968.20	\$18,446.40
Pitney Bowes	lease-machine				\$754.35		\$754.35						\$1,508.70
Postage	District		\$200.00	\$500.00	\$57.18	\$559.24			\$454.40				\$1,770.82
Prairie Lands Ground Water	District		\$122.05	\$98.56	\$122.05		\$98.34		\$122.05				\$563.05
Rio Vista Water	Sewage-district-Acct 126		\$2,266.10	\$2,240.84	\$2,222.84	\$2,156.76	\$2,141.00	\$2,051.00	\$2,691.80				\$15,770.34
	409 N Hughes-Acct 129		\$41.00	\$80.99	\$80.99	\$80.99	\$80.99	\$80.99	\$44.50				\$490.45
	305 S Cleb Whit-acct 65		\$41.00	\$80.99	\$80.99	\$94.31	\$86.19	\$80.99	\$41.00				\$505.47
	501 S Cleb Whit-Act 85		\$71.24	\$92.19	\$80.99	\$80.99	\$80.99	\$80.99	\$41.00				\$528.39
	501 S Cleb Whit-Acct 86		\$41.00	\$81.15	\$80.99	\$192.19	\$132.99	\$204.99	\$295.40				\$1,028.71
	100 Capps St-Acct 927		\$41.00	\$80.99	\$80.99	\$80.99	\$80.99	\$83.39	\$41.00				\$489.35
	100 Capps St-Acct 926		\$41.00	\$84.19	\$84.19	\$80.99	\$80.99	\$80.99	\$152.00				\$604.35
	200 W Capps-Acct 134		\$41.00	\$206.19	\$283.39	\$160.99	\$125.79	\$176.99	\$41.00				\$1,035.35
	200 W Capps-Acct 135		\$42.80	\$176.19	\$200.99	\$80.99	\$80.99	\$80.99	\$191.60				\$854.55
	Total	\$0.00	\$2,626.14	\$3,123.72	\$3,196.36	\$3,009.20	\$2,890.92	\$2,921.32	\$3,539.30	\$0.00	\$0.00	\$0.00	\$21,306.96
Reliant Energy	1 Hughes--?	\$22.45	\$23.88	\$23.92	\$23.88	\$23.79	\$23.81	\$23.51	\$23.42				\$188.66
	100 E Capps-Ag West Barn	\$8.47	\$20.93	\$24.04	\$9.45	\$9.77	\$8.37	\$25.37					\$106.40
Switching to TXU	100 E Capps-Ag South East	\$8.47	\$32.52	\$24.60	\$35.37	\$58.02	\$105.21	\$134.76					\$398.95
New contract-February	100 E Capps Admin	\$1,966.65	\$2,334.76	\$1,907.27	\$1,379.26	\$1,110.29	\$1,139.02	\$1,186.67					\$11,023.92
	100 E Capps-Admin/5th & 6th building	\$513.06	\$780.95	\$695.78	\$510.77	\$634.49	\$925.46	\$1,606.64	\$2,189.57				\$7,856.72
	200 W Capps---Tennis Court	\$11.64	\$12.18	\$12.93	\$12.84	\$11.62	\$8.37	\$70.37	\$227.66				\$367.61
	W Capps St-Softball Field	\$24.60	\$25.58	\$26.23	\$24.60	\$24.60	\$24.60	\$830.10					\$980.31
	200 W Capps-High School	\$6,550.24	\$7,893.37	\$6,248.87	\$5,163.63	\$4,320.19	\$3,853.69	\$4,185.85	\$4,478.96				\$42,694.80
	Capps St Sign--flashing light	\$38.85	\$37.26	\$34.60	\$39.07	\$30.72	\$30.10	\$36.70	\$35.85				\$283.15
	Storage Building 200 Capps	\$24.88	\$24.60	\$27.43	\$41.70	\$42.66	\$60.00	\$28.02	\$18.91				\$268.20
	1 S Hughes-Maintenance Double wide	\$32.58	\$33.45	\$33.95	\$44.50	\$31.36	\$17.02	\$16.75					\$209.61
	1 Hughes-Football Field	\$2,237.27	\$2,560.46	\$2,599.89	\$2,585.25	\$607.97	\$591.98	\$1,211.50					\$12,394.32
	407 S Hughes-Maintenance Building	\$234.66	\$249.37	\$242.45	\$198.62	\$244.22	\$318.13	\$435.60	\$367.96				\$2,291.01
	309 S Cleb Whit--Middle School	\$3,627.18	\$4,976.25	\$4,109.67	\$3,189.03	\$2,609.04	\$2,385.54	\$2,535.98	\$2,469.59				\$25,902.28
	501 S Cleb. Whit-Elementary	\$3,378.39	\$4,246.93	\$3,664.66	\$2,644.31	\$2,149.49	\$2,054.02	\$2,108.91	\$2,148.12				\$22,394.83

Edgenuity, Inc.	High School			\$14,750.00									\$14,750.00
Educational Theatre Association	High School			\$129.00		\$373.76							\$502.76
Edmentum, Inc.	Technology			\$30,357.00	\$48,013.48								\$78,370.48
Ehrlich, Timothy	Athletics		\$105.00										\$105.00
Eichelbaum, Wardell, Hansen, Powell	Cheer							\$200.00					\$200.00
Elliott Electric Supply	Maintenance				\$1,980.98	\$1,171.08	\$162.72		\$1,313.49				\$4,628.27
Enoch, Jeffery	Athletics								\$125.00				\$125.00
EPI Educational Products Inc	High School	\$758.25											\$758.25
Epic Waters													\$0.00
Eptiwg, LeByron	Athletics		\$145.00										\$145.00
Ervin, Jason Scott	Athletics						\$395.00						\$395.00
ESC Region 11	District		\$12,000.00	\$1,100.00	\$88,995.80	\$50.00	\$1,000.00	\$150.00					\$103,295.80
ESC Region 12 Firewall	Technology			\$4,540.00									\$4,540.00
Everman ISD	Athletics							\$300.00					\$300.00
Ewell Education				\$325.00	\$63.00					\$179.00			\$567.00
Fast Signs	Athletics		\$278.06										\$278.06
FCCLA	High School			\$352.00	\$505.00								\$857.00
Fifth Third Bank	District leases		\$90,708.79		\$76,181.49	\$146,586.64				\$14,428.68			\$327,905.60
Flashtiming	High School				\$112.00								\$112.00
Flinn Scientific	MS				\$2,967.01								\$2,967.01
Fort Worth Association of Softball										\$3,040.00			\$3,040.00
Fort Worth Costume													\$0.00
Fort Worth Zoo	Elem					\$312.00							\$312.00
Forte DFW LLC	Cafeteria		\$150.00	\$185.00	\$586.92			\$326.70	\$648.45				\$1,897.07
Four Seasons Cleaners	High School	\$713.45											\$713.45
Franklin ISD	Athletics								\$300.00				\$300.00
Fresh Country Fund Raising	HS				\$208.53								\$208.53
Frog Publications	Middle School			\$108.90									\$108.90
Frontline Technologies	District leases		\$16,888.20										\$16,888.20
Frosch, Michael								\$110.00					\$110.00
Frost ISD													\$0.00
Full Circle Technologies LLC								\$9,149.40					\$9,149.40
Gauer, Rick	Athletics							\$180.00					\$180.00
Garrett Electronics, Inc					\$383.91								\$383.91
Gerik, Nathan	Athletics								\$125.00				\$125.00
GermBlast										\$7,327.66			\$7,327.66
Gill, Karen									\$12.50				\$12.50
GL Group										\$9,762.92			\$9,762.92
Glasco, Don Ree	Athletics			\$145.00									\$145.00
Glen Rose Cross Country	Athletics		\$150.00										\$150.00
Godley ISD	Athletics				\$23.46								\$23.46
Gonzales Floral & Gifts				\$175.00									\$175.00
Goolsby, Justin J	Athletics							\$235.00					\$235.00
Grandview Booster Club	Athletics		\$300.00							\$500.00			\$800.00
Graham, Norman	Athletics				\$168.88								\$168.88
Gymini Sports	Athletics			\$3,295.48				\$685.00		\$11,847.00			\$15,827.48
Hamilton ISD	Athletics			\$240.00	\$350.00			\$325.00					\$915.00
Hamilton Athletic Booster Club	Athletics				\$575.00								\$575.00
Hanna, Jennifer	Athletics			\$1,022.88									\$1,022.88
Harrington Environmental	Maintenance			\$775.00	\$775.00	\$775.00	\$775.00			\$1,550.00			\$4,650.00
Harris, Delvin	Athletics							\$235.00					\$235.00
Harris Ratings Weekly	Athletics		\$99.99										\$99.99
Hatcher, Kevin	Athletics		\$105.00										\$105.00
Health Special Risk	student accidental and special risk			\$1,360.97									\$1,360.97
Heathers	District					\$399.00							\$399.00
HEB Grocery Company										\$507.06			\$507.06

No Tears Learning Inc	Elem							\$3,371.76					\$3,371.76
Odom, Wilie	Admin		\$105.00										\$105.00
Office of the Secretary of State					\$275.00								\$275.00
Old Timers Timing Co	Athletics		\$600.00										\$600.00
OnSolve, LLC	District	\$1,316.71											\$1,316.71
Olen Williams, Inc			\$252.00										\$252.00
O'Reilly	Transportation	\$150.71		\$1,714.88	\$50.84	\$221.25	392.69		\$230.93				\$2,761.30
Owens, Kenneth	Athletics				\$120.00								\$120.00
Padilla Poll LLC	Athletics		\$250.00										\$250.00
Panther City Industrial Supply						\$1,724.30		\$266.21					\$1,990.51
Parchment LLC					\$450.00								\$450.00
Parker-Holmes, Isaiah	Athletics		\$150.00										\$150.00
Pearson Education	District							\$600.00					\$600.00
Perdue, Brandon, Fielder	Admin		\$3,997.00										\$3,997.00
Perkins, Ethan	Athletics							\$125.00					\$125.00
Petty, Lisa	High School						\$130.98	\$100.03					\$231.01
Petty, Troy	High School reimbursement		\$80.00										\$80.00
Pinnacle Purchases	District	\$1,639.17	\$1,600.06	\$2,296.32	\$6,174.62	\$8,130.17	\$5,332.86	\$6,654.52					\$31,827.72
Pioneer Manufacturing	Technology	\$1,649.00											\$1,649.00
Pioneer Manufacturing	Athletics	\$103.57	\$141.90			\$792.75							\$1,038.22
Playscripts Inc	high school		\$120.00										\$120.00
Ponder ISD	Athletics						\$350.00						\$350.00
Porter, Scott (Tax A/C)													\$0.00
Positive Promotions	District				\$239.41								\$239.41
Preissinger, Billy	Athletics	\$125.00	\$900.00										\$1,025.00
Premier Health and Occupational	District	\$2,700.00											\$2,700.00
Promaster Electric	District		\$10,896.54										\$10,896.54
PSST Acquisition, LLC	Admin	\$1,632.00						\$1,690.16					\$3,322.16
Quinton, Cameron	Athletics					\$85.00							\$85.00
Rebstock, Kenneth	Athletics	\$185.00											\$185.00
Reedy, Donald	Athletics					\$110.00							\$110.00
Region 30 UIL Music	Band		\$400.00					\$168.00	\$1,200.00				\$1,768.00
Renaissance Learning, Inc.	District			\$4,062.00		\$2,627.20		\$151.80					\$6,841.00
Rental One	Maintenance					\$7,668.50							\$7,668.50
Repeat Performance													\$548,397.47
Richard, Jerrie L	Athletics	\$775.00											\$775.00
Richardson, Mike	Athletics				\$160.00								\$160.00
Ricks Automotive Inc	Maintenance		\$111.62	\$612.75	\$2,228.53	\$5,266.83							\$8,219.73
Riddell/All American Sports Corp							\$4,012.79						\$4,012.79
Rio Vista Rowlette's Hardware	Maintenance	\$297.02	\$429.14	\$1,227.94	\$1,156.88	\$642.89		\$996.52					\$4,750.39
Rio Vista Safe Fund	reimbursement cheerleaders				\$3,781.05								\$3,781.05
Riley, Jared	Athletics				\$135.00								\$135.00
Riley, Jerry W	Athletics				\$135.00								\$135.00
Ripley Entertainment, Inc	Middle School					\$1,982.70							\$1,982.70
Ritchey, Phillip	Athletics				\$105.00								\$105.00
Riverside Insights			\$1,029.10										\$1,029.10
Rodeo Austin	Ag				\$80.00								\$80.00
Rosette, Jena	ESL certification				\$118.87								\$118.87
Runnels Glass Co	Maintenance					\$700.00	\$199.99	\$210.00					\$1,109.99
Rutherford, Taylor & Company	Admin						\$22,850.00						\$22,850.00
S & S Oil Co	Transportation		\$2,029.68	\$10,846.63		\$4,095.30	\$2,891.76	\$9,364.15					\$29,227.52
Sanchez, Oscar	Athletics	\$665.00											\$665.00
San Angelo Stock Show & Rodeo	Ag				\$288.00								\$288.00
San Antonio Stock Show	Ag				\$255.00		\$38.00						\$293.00
Sam's Club	District		\$1,681.89	\$2,690.70		\$3,253.21	\$457.39	\$657.39					\$8,740.58

Taxes Collected as of March 31, 2022

	M/O			I & S			Totals
	Curr Tx	Del Tx	Penalty/Int	Curr Tx	Del Tx	Penalty/Int	
	5711	5712	5719	5711	5712	5719	
SEPT	11,939.95	3,038.50	4,225.98	4,078.46	1,170.48	1,402.15	25,855.52
OCT	50,038.61	9,072.70	2,969.63	18,407.00	3,186.70	1,053.96	84,728.60
NOV	234,653.14	7,523.28	1,556.89	86,318.75	2,665.90	538.09	333,256.05
DEC	1,258,109.34	10,217.07	7,796.29	462,802.97	3,183.36	2,104.58	1,744,213.61
JAN	984,161.31	6,541.45	4,113.55	362,030.09	2,329.13	755.95	1,359,931.48
FEB	729,421.24	5,469.37	7,962.81	268,322.12	1,924.58	2,519.29	1,015,619.41
MAR	105,314.10	2,307.01	9,224.40	38,740.49	807.97	3,275.35	159,669.32
APR							-
MAY							-
JUNE							-
TOTAL	\$3,373,637.69	\$44,169.38	\$37,849.55	\$1,240,699.88	\$15,268.12	\$11,649.37	\$4,723,273.99
Budget	3,555,957.00	55,000.00	50,000.00	1,300,000.00	25,000.00	20,000.00	5,005,957.00
Diff	182,319.31	10,830.62	12,150.45	59,300.12	9,731.88	8,350.63	282,683.01
%	94.87%	80.31%	75.70%	95.44%	61.07%	58.25%	94.35%

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
JOHNSON AND HILL COUNTIES
RIO VISTA INDEPENDENT SCHOOL DISTRICT

We, the undersigned officers of the Board of Trustees of said District, hereby certify as follows:

1. The Board of Trustees of said District convened in a special meeting on April 28, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to wit:

Chris Pinyan, President
Matt Gilbert, Secretary
Brad Greenslade
Terry Broumley

Ronnie Allen, Vice President
RJ Hodges
Ronnie Crecelius

and all of said persons were present except _____-, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF A MAINTENANCE TAX NOTE; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AUTHORIZING THE EXECUTION OF A PURCHASE LETTER; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: _____ ABSTAIN: _____

2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The President of the Board of Trustees has approved and hereby approves the aforesaid Resolution; and the President and the Secretary of the Board of Trustees hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED APRIL 28, 2022.

Secretary, Board of Trustees

President, Board of Trustees

(SEAL)

RESOLUTION AUTHORIZING THE ISSUANCE OF A MAINTENANCE TAX NOTE;
LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY
FOR AND PAYMENT OF SAID NOTE; AUTHORIZING THE EXECUTION OF A
PURCHASE LETTER; AND ENACTING OTHER PROVISIONS RELATING TO THE
SUBJECT

THE STATE OF TEXAS
JOHNSON AND HILL COUNTIES
RIO VISTA INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Rio Vista Independent School District is authorized pursuant to Chapter 45, Texas Education Code, as amended, to levy, and cause to be assessed and collected, annual ad valorem taxes for the maintenance of the public free schools within the Issuer; and

WHEREAS, the duly qualified electors within the Issuer have heretofore approved at an election held on May 11, 1974, pursuant to Texas Education Code, Chapter 20, a proposition authorizing the Issuer to levy a maintenance tax in the Issuer for the maintenance of the public free schools within the Issuer at a rate not to exceed \$1.50 per \$100 of assessed valuation; and

WHEREAS, the Board has duly adopted its budget for the current fiscal year of the Issuer; and

WHEREAS, the Issuer is authorized by the Act to pay the principal of and interest on the hereinafter authorized note from a lien on and pledge of any available funds of the Issuer, including the receipts from the Maintenance Tax, which collectively constitute Available Revenues; and

WHEREAS, the Board deems it in the best interest of the Issuer to issue the Note, pursuant to the Act, and to secure the payment of the Note from the receipt of Available Revenues, provided that at no time shall the Note exceed 75% of the previous year's income of the Issuer.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF RIO VISTA INDEPENDENT SCHOOL DISTRICT:

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The note of Rio Vista Independent School District (the "Issuer") is hereby authorized to be issued and delivered in the principal amount of \$667,000 for the purpose of paying maintenance expenses of the issuer. Attached hereto as **Exhibit A** is a description of the projects to be funded with proceeds of the Note.

SECTION 2. DEFINITIONS.

- (a) "Act" means Section 45.108, Texas Education Code.
- (b) "Attorney General" means the Attorney General of the State of Texas.

(c) "Available Revenues" means any available funds of the Issuer, including the receipts from the Maintenance Tax.

(d) "Board" means the Board of Trustees, the governing body, of the Issuer.

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Comptroller" means the Comptroller of Public Accounts of the State of Texas.

(g) "Interest and Sinking Fund" means the fund established by Section 6 of this Resolution for the payment of principal and interest on the Note.

(h) "Issuer" means Rio Vista Independent School District.

(i) "Maintenance Tax" means the maintenance and operations tax of the Issuer for the maintenance of the public free schools within the Issuer at a rate not to exceed \$1.50 per \$100 of assessed valuation, as approved at an election held on May 20, 1961, pursuant to Texas Revised Civil Statutes Annotated, Article 2784e-1.

(j) "Note" means the Issuer's Maintenance Tax Note, Series 2022 as authorized to be delivered pursuant to this Resolution. "Note" or "Notes" shall mean and include collectively the Note initially issued and delivered pursuant to this Resolution and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

(k) "Paying Agent/Registrar" means [-] in [-], in its capacity as the entity responsible for transmitting payments of interest and principal of the Note and maintaining records that identify the owner of the Note.

(l) "Project" means the public purpose for the authorization and expenditure of proceeds of the Note as described in Section 1 of this Resolution.

(m) "Purchaser" means [-], in its capacity as the purchaser of the Note for its own account.

(n) "Record Date" means the last business day of the month next preceding each interest payment date for the Note.

SECTION 3. DESIGNATION, DATE, DENOMINATION, PAYMENT DATES AND INTEREST RATE OF NOTE.

(a) The note issued pursuant to this Resolution shall be designated "RIO VISTA INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTE, SERIES 2022," and there shall be issued, sold and delivered hereunder one fully registered Note, without interest coupons, dated May 15, 2022, in the principal amount stated above, numbered R-1, with any Note issued in replacement thereof being in the denomination and principal amount of \$667,000 or the remaining

principal amount of the outstanding Notes of this series if an exchange of a Note is made after a reduction in the principal amount of the series, and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of said Note (in each case, the “Registered Owner”).

(b) The Note shall finally mature on February 15, 20[37], but shall be payable in installments on the Payment Dates and in the Principal Installment amounts, and shall bear interest at a rate of [-]% per annum, calculated on the basis of a 360-day year composed of twelve 30-day months, as set forth below:

Maturity Date	Principal Amount	Interest Rate
		[-]%
		[-]%
		[-]%
		[-]%
		[-]%
		[-]%
		[-]%

SECTION 4. CHARACTERISTICS OF THE NOTE. Registration, Transfer, Conversion and Exchange; Authentication.

(a) The Issuer shall keep or cause to be kept at the principal corporate trust office of [-] in [-], Texas, as Paying Agent/Registrar, books or records for the registration of the transfer, conversion and exchange of the Note (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Notes shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Resolution. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Note in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the initial Note which was approved by the Attorney General and registered by the Comptroller. The Note may be transferred in whole, but not in part.

(b) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Resolution. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Note to be payable only to the Registered Owner, (ii) may be transferred and assigned, (iii) may be converted and exchanged for another Note, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Resolution. The initial Note is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Resolution, and that the Paying

Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Note No. R-1 representing the entire principal amount of the Notes of this series, payable to the Purchaser, executed by manual or facsimile signature of the President and Secretary of the Issuer's Board of Trustees, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee.

SECTION 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of the Comptroller's Registration Certificate to be attached to the initial Note, shall be, respectively, substantially as shown in **Exhibit B** hereto, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

SECTION 6. PLEDGE OF AVAILABLE REVENUES.

(a) Tax Levy. A special Interest and Sinking Fund is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer and shall be used only for paying the interest on and principal of the Note. All Available Revenues, including receipts from the Maintenance Tax levied and collected for and on account of the Note, together with any accrued interest and premium received from the Purchaser of the Note, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Note or interest thereon is outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a proportionate rate and amount of the Maintenance Tax which, together with other Available Revenues, will be sufficient to raise and produce the money required to pay the interest on the Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures; and said proportionate amount of Maintenance Tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said proportionate rate and amount of

Maintenance Tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while the Note or interest thereon is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said proportionate amount of Maintenance Tax in an amount sufficient, within the limit prescribed by law, together with other Available Revenues, to provide for the payment of the interest on and principal of the Note, as such interest comes due and such principal matures, are hereby pledged for such payment.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

(c) Funds on Deposit. Notwithstanding the requirements of subsection (a) of this Section, if other lawfully available moneys of the Issuer constituting Available Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when the Maintenance Tax is scheduled to be levied for any year, then the amount of the Maintenance Tax that otherwise would have been required to be levied pursuant hereto may be reduced to the extent and by the amount of the lawfully available moneys then on deposit in the Interest and Sinking Fund.

SECTION 7. DEFEASANCE OF NOTE.

(a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Resolution, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. When a Note shall be deemed to be a Defeased Note hereunder, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues herein levied and pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as

hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of the Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

SECTION 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event the Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Note shall be made by the Registered Owner to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of the Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of a replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 4(a) of this Resolution for a Note issued in conversion and exchange for another Note.

SECTION 9. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION, AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The President and/or Vice President of the Board of Trustees of the Issuer is hereby authorized to have control of the initial Note and all necessary records and proceedings pertaining to the Notes pending its delivery and its investigation, examination, and approval by the Attorney General and its registration by the Comptroller. Upon registration of the initial Note said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the initial Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Notes issued and delivered under this Resolution, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

SECTION 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the “private business use” described in subsection (a) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Note being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Note being “federally guaranteed” within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(1) proceeds of the Note invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Note is issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the U.S. Department of the Treasury (“Treasury Regulations”), and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(g) to otherwise restrict the use of the proceed of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(i) to ensure the proceeds of the Note are used solely for “new money projects.”

In order to facilitate compliance with the above covenant (h), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including, without limitation, the noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any Treasury Regulations promulgated pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Superintendent to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note. This Resolution is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 11. SALE OF NOTE. The Note is hereby sold and shall be delivered to [-], as Purchaser, at a price of \$667,000, pursuant to the terms and provisions of a Purchase Agreement which the President and/or the Vice President of the Board of Trustees of the Issuer is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The initial Note shall be registered in the name of the Purchaser.

SECTION 12. FURTHER PROCEDURES.

(a) The President, Vice President and Secretary of the Board of Trustees of the Issuer, and the Superintendent and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer the Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Note, the Purchase Agreement and the sale and delivery of the Note to the Purchaser. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser

SECTION 13. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Note. However, if during the time the Note is outstanding and the Issuer is not required to provide its comprehensive annual financial report to the Electronic Municipal Market Access database of the Municipal Securities Rulemaking Board, the Issuer will provide the owner of the Note with its comprehensive annual financial report within 180 days of the end of the Issuer's fiscal year or at the time the comprehensive annual financial report becomes available.

SECTION 14. INTEREST EARNINGS ON NOTE PROCEEDS; ESTABLISHMENT OF PROJECT FUND.

(a) Interest earnings derived from the investment of proceeds from the sale of the Note shall be used along with other Note proceeds for the purpose for which the Note is issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds which are required to be rebated to the United States of America pursuant to this Resolution in order to prevent the Note from being an arbitrage bond shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Establishment of Project Fund.

(i) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Note in the amount of \$[-] shall be deposited into the Project Fund. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Resolution.

(ii) The Issuer may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the Project for which the Note are issued.

(iii) All deposits authorized or required by this Resolution shall be secured to the fullest extent required by law for the security of public funds.

SECTION 15. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 16. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 17. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Resolution subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (c) below, amend or supplement this Resolution in order to (i) cure any ambiguity, defect or omission in this Resolution that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Resolution and that shall not materially adversely affect the interests of the Registered Owner, (iv) qualify this Resolution under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Resolution as shall not be inconsistent with the provisions of this Resolution and that shall not in the opinion of bond counsel materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner of the Note shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of Registered Owner of the

Note, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Resolution or in the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of principal payable on the Note;
- (4) Modify the terms of payment of the principal or interest on the Note or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to approval by the Registered Owner of the Note necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Resolution under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be modified and amended in accordance with such amendatory Resolution, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future holders of the Note during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer.

SECTION 18. DESIGNATION AS A QUALIFIED TAX-EXEMPT OBLIGATION. The Issuer hereby designates the Note as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Note is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Note, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Note is issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from

such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Note will not be considered a "private activity bond" within the meaning of section 141 of the Code.

SECTION 19. WRITTEN PROCEDURES FOR FEDERAL TAX LAW COMPLIANCE. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Issuer hereby adopts and establishes the instructions attached hereto as **Exhibit C** as its written procedures.

SECTION 20. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an event of default (an "Event of Default"):

- (i) the failure to make payment of the principal of or interest on any of the Note when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

SECTION 21. REMEDIES FOR DEFAULT.

(a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer or the Board of Trustees of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of the Registered Owner of the Note.

(c) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Resolution. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(d) By accepting the delivery of the Note authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board of Trustees of the Issuer.

Section 22. APPROPRIATION. To pay the debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 23. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Resolution, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 24. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Resolution shall be effective immediately upon its adoption by the Board.

EXHIBIT A

Projects to be funded with proceeds of the Note:

- Refurbishing gym dress rooms and cafeteria
- Replace auditorium lights
- Replace alert sound systems and fire alert system
- Replace sewer line
- Roof replacement at elementary wing
- Replace stadium fencing
- Maintenance repairs to turf, fencing and drainage on baseball field

EXHIBIT B

FORM OF NOTE.

The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of the Comptroller's Registration Certificate to be attached to the initial Note, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

(a) Form of Note.

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT \$667,000
	RIO VISTA INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTE SERIES 2022	

<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>
[-]%	[May 24], 2022	February 15, 20[37]

REGISTERED OWNER: [-]

PRINCIPAL AMOUNT: [-] DOLLARS

ON THE MATURITY DATE specified above, RIO VISTA INDEPENDENT SCHOOL DISTRICT, in Johnson and Hill Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Delivery Date specified above on the balance of said principal amount from time to time remaining unpaid, calculated on the basis of basis of a 360-day year of twelve 30-day months. This Note shall finally mature on February 15, 20[37], but shall be payable in installments on the dates and in the principal installment amounts, as set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
		[-]%
		[-]%
		[-]%
		[-]%
		[-]%
		[-]%

The principal of and interest on this Note are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on February 15, 2023 and on each August 15 and February 15 thereafter to the date of the final maturity hereof or to the date of redemption prior to maturity. The last principal installment of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at final maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of [-] in [-], Texas, which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Resolution authorizing the Note (the "Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Note prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a series of Notes dated May 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$667,000, for the purpose of paying maintenance expenses of the issuer and to pay the costs of issuance of the Note, all as further described in the Resolution.

ON [ANY DATE], the unpaid principal installments of this Note are subject to redemption, and may be redeemed prior to the scheduled due dates by the Issuer, as a whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption, without premium. The Issuer shall give notice of its direction

to redeem the principal installments of this Note to the Paying Agent/Registrar and the Registered Owner of this Note no later than thirty days prior to the date fixed for redemption.

UPON THE PREPAYMENT OR PARTIAL REDEMPTION of this Note, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Note the amount of such prepayment, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Registration Books, and the Paying Agent/Registrar shall also record in the Registration Books all payments of principal installments on this Note when made on their respective due dates.

THIS NOTE IS ISSUED in the form of one fully-registered Note without coupons in the denomination of \$667,000. This Note may be transferred or exchanged, as a whole but not in part, as provided in the resolution adopted by the Board of Trustees of the Issuer to authorize the issuance of the Notes of this series only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the registered owner or his duly authorized attorney, and thereupon a new Note of the same final maturity and in the denomination of the remaining outstanding principal balance of this Note taking into account any prior installment payments or redemptions of portions of this Note shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note to the assignee this Note is to be registered. The Form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note from time to time by the registered owner. In the case of the assignment and transfer of this Note, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) within 30 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for the Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

IT IS HEREBY certified, recited, and covenanted that this Note has been duly and validly authorized, issued and delivered in accordance with the provisions of Section 45.108, Texas Education Code, as amended, and the Resolution; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law, and that this Note does not exceed any constitutional or statutory limitation; that this Note is a general obligation of the Issuer and is payable solely from the receipts of the Available Revenues (as defined in the Resolution). Reference is made to the Resolution for a more complete description of the Available Revenues and of the Issuer's obligation to provide for the payment of the principal of and interest on this Note. The Issuer shall never be obligated to pay the principal of or interest on this Note from any funds other than from the Available Revenues.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Resolution, agrees to be bound by such terms and provisions, acknowledges that the Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Resolution constitute a contract between the Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

Secretary, Board of Trustees

President, Board of Trustees

(SEAL)

(b) Form of Prepayment Record.

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____

Comptroller of Public Accounts of the
State of Texas

(COMPTROLLER'S SEAL)

EXHIBIT C

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the authorizing document (the “Resolution”) with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the “Closing Documents”), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Note (the “Obligations”).

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer’s Superintendent (such officer, together with other employees of the Issuer who report to such officer, is collectively, the “Responsible Person”) will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the “Project”) that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the “Issue Date”) and that (ii) the Project must proceed with due diligence;
2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

1. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
2. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

1. Develop procedures or a “tracking system” to identify all property financed with tax-exempt debt;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
5. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
6. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
7. Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Resolution related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer’s accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the Board whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking Board approval to engage or utilize existing advisors and agents for such purposes.