

Agenda of Board Workshop/Regular Meeting

The Board of Trustees Mineral Wells ISD

A Board Workshop/Regular Meeting of the Board of Trustees of Mineral Wells ISD will be held Monday, December 12, 2022, beginning at 5:30 PM in the District Services Complex.

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/Establish Quorum**
- 2. Board Workshop/Dinner**
 - A. Discuss Superintendent's Evaluation
 - B. Agenda Review
 - C. Planning for 22-23 School Year
 - D. Fannin Discussion
 - E. Long-Range Planning Discussion
- 3. Closed Session - Texas Government Code 551.074, Texas Government Code 551.076 and Texas Government Code 551.082**
 - A. Texas Government Code 551.074
 - 1) Renewal/Nonrenewal/Assignment/Reassignment/Probationary Status/Return to Probationary Status/Continuing Status of District Personnel
 - 2) Employment/Appointment/Reassignment/Evaluation/Compensation/Duties of Personnel
 - 3) Employment of Executive Director of Assessment and Counseling
 - B. Texas Government Code 551.076
 - 1) Security - Personnel, Devices, Audits
 - C. Texas Government Code 551.082
 - 1) Student Discipline
- 4. Open Session/7:00 p.m.**
- 5. Prayer**
- 6. Pledges - U.S./Texas Flags**
- 7. Mission & Vision Statements**
- 8. Public Comment**

9. President's Report	
10. Special Recognitions	
Presenter: Karyn Bullock, Communications Director	
A. Partners in Education	
B. State Recognitions	
C. Mineral Wells High School Apple Corps Teacher of the Year Presentation	
Presenter: Dr. Doug Funk, MWHS Principal	
D. Mineral Wells High School Spotlight	
Presenter: Dr. Doug Funk, MWHS Principal	
11. Superintendent's Report	
A. Enrollment Report	3
B. Mental Health Program Report	6
Presenter: Natalie Griffin, Executive Director of Special Programs	
C. Presentation Only: 2023 STAAR Redesign and Accountability System Update	8
Presenter: Angie Myrick, Executive Director of Curriculum	
12. Consent Agenda Items	
A. Monthly Financial Reports and Accounts Payable Listing	14
B. Water/Electricity/Gas Reports	31
C. Minutes of November 14, 2022 Regular Meeting of the Board and Minutes of the November 30, 2022 Special Team of Eight Meeting of the Board	35
13. Discuss, Consider, and Take Any Necessary Action Regarding a Revision to MWISD Board Policy FFAC (LOCAL)	41
Presenter: Dr. John Kuhn, Superintendent	
14. Discuss, Consider, and Take Any Necessary Action Regarding the Interlocal Bid Agreement: SY 2023-2024 between MWISD and Region 10 Multi-Region Purchasing Cooperative	45
Presenter: David Wells, Food Service Director	
15. Discuss, Consider, and Take Any Necessary Action Regarding MWISD Entering into an Agreement with Huntington National Bank to Finance the Construction of a New Video Scoreboard by Daktronics at Ram Stadium	60
Presenter: Seth Hobbs, Boys Athletic Director	
16. Discuss, Consider, and Take Any Necessary Action Regarding a Revision to MWISD Board Policy DC(LOCAL)	97
Presenter: Dr. John Kuhn, Superintendent	
17. Information	
A. Calendars for December and January	99
18. Vote on Closed Session Items	
19. Adjournment	



BOARD OF TRUSTEES
Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
 Special Meeting

AGENDA ITEM TYPE:

- Action Item
 Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
- Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
 Fiscal Responsibility
 Safe and Secure Schools

TITLE: Enrollment Comparison November 2022

RECOMMENDED ACTION: This item is for information only.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

OVERVIEW:

See attached report

FISCAL IMPACT: Rising enrollment results in revenue increase

ATTACHMENTS: MWISD Enrollment Comparison/Campus Summary Report

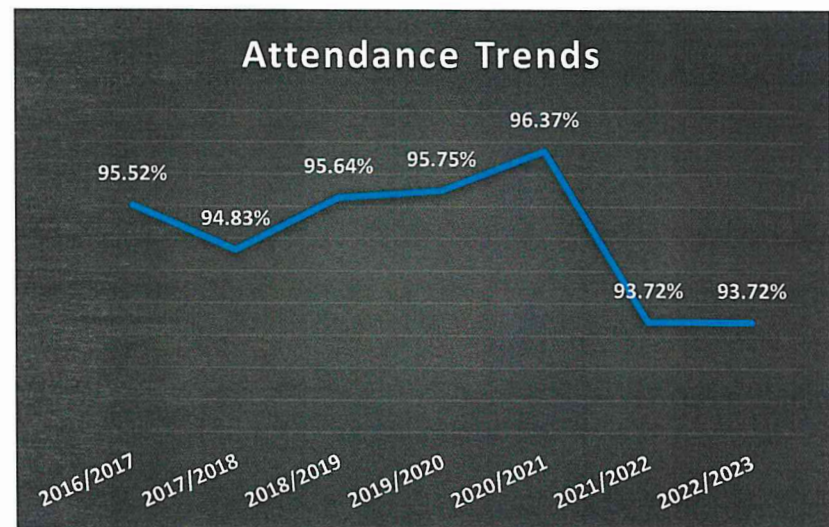
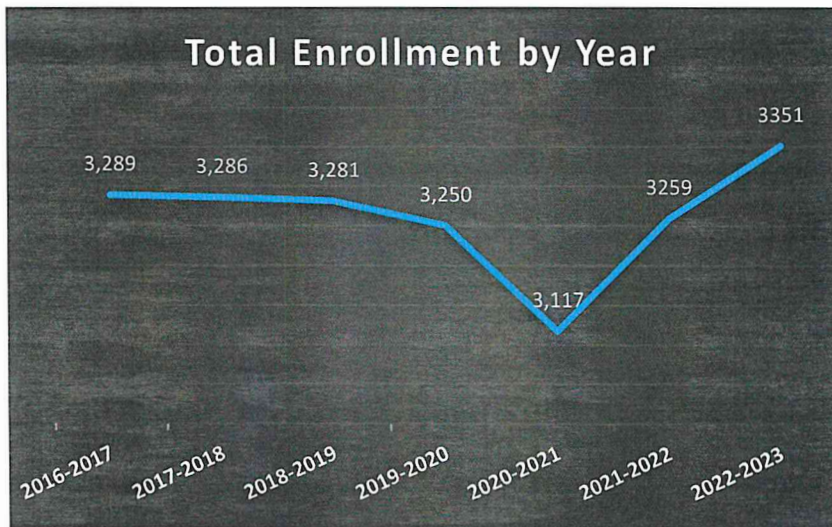
DEPARTMENT(S) SUBMITTING FORM: Superintendent

DEPARTMENT SIGNATURE/APPROVAL: 

Mineral Wells I.S.D. Monthly Board Report November 2022 (15 Days of School)

Total # of Students:	3351
Refined ADA:	2999.51
% of Attendance:	93.72%

Campus	Total Student Enrollment	Refined ADA	% Attendance
Mineral Wells H.S.	911	840.53	91.87%
Academy	23	18	80.83%
Mineral Wells Jr High	499	465.6	93.43%
Travis Elementary	739	699.13	93.94%
Houston Elementary	485	464.13	95.41%
Lamar Elementary	694	512.12	94.46%



8 Year Enrollment Comparison

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	November	November	November	November	November	November	November
EE	21	25	12	22	19	21	11
PK	231	220	218	221	141	206	203
K	199	263	246	270	244	211	258
1st	236	203	265	251	236	260	222
2nd	262	221	208	252	239	232	243
3rd	231	263	233	213	239	245	242
4th	263	230	252	227	200	240	261
5th	261	252	231	239	211	217	259
6th	217	261	261	229	247	222	219
7th	225	223	267	263	245	250	246
8th	219	231	226	251	265	249	253
9th	243	239	251	247	259	300	277
10th	243	213	196	195	223	225	258
11th	220	206	190	166	186	193	201
12th	185	192	203	175	142	166	175
Academy	33	44	22	29	21	22	23
Total	3,289	3,286	3,281	3,250	3,117	3259	3351

Attendance Comparison by Year

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
MWHS	94.56%	94.80%	94.02%	93.52%	94.72%	95.19%	91.62%	91.87%
Academy	84.90%	83.18%	63.12%	100.00%	81.38%	84.87%	78.30%	80.83%
JH	95.36%	96.28%	95.27%	95.91%	96.26%	97.21%	94.00%	93.43%
Travis	96.05%	95.74%	95.88%	95.95%	96.11%	94.63%	95.28%	94.84%
Houston	95.06%	96.43%	95.57%	97.96%	97.01%	96.54%	95.59%	95.41%
Lamar	94.43%	95.73%	96.04%	96.13%	95.62%	96.33%	93.85%	94.46%
TOTAL	94.98%	95.52%	94.83%	95.64%	95.75%	96.37%	93.72%	93.72%



BOARD OF TRUSTEES Agenda Item

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Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Mental Health Program Report

RECOMMENDED ACTION: No Action Required

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

OVERVIEW:

To report the number of referrals seen, types of referrals, referrals that resulted in additional support needed from an outside source, referrals that were kept in-house with counseling sessions provided

FISCAL IMPACT: _____

ATTACHMENTS: Report

DEPARTMENT(S) SUBMITTING FORM: Executive Director of Special Programs

DEPARTMENT SIGNATURE/APPROVAL:

	Elementary	MWJH	MWHS
Number of New Referrals This School Year	43	34	45
Types of Referrals	<ul style="list-style-type: none"> • 35 Emotional/Behavioral Concerns <ul style="list-style-type: none"> • 2 for group • 6 Risk Assessment 	<ul style="list-style-type: none"> • 29 Emotional/Behavioral Concerns <ul style="list-style-type: none"> • 5 Risk Assessment 	<ul style="list-style-type: none"> • 37 Emotional/Behavioral Concerns <ul style="list-style-type: none"> • 8 Risk Assessments
Referrals that Resulted in Additional Needed Support from an Outside Resource	<ul style="list-style-type: none"> • 2 for further evaluation • 13 denied on-going services (already have outside counseling, parent didn't think it was needed, or other reason) • 2 already in SPED program 	<ul style="list-style-type: none"> • 2 for further evaluation • 2 in outside counseling • 3 denied on-going services <ul style="list-style-type: none"> • 2 check-up only 	<ul style="list-style-type: none"> • 5 for further evaluation • 2 already in Special Ed program • 6 denied on-going services <ul style="list-style-type: none"> • 3 check-up only
Referrals Kept in House with Counseling Sessions Provided	<ul style="list-style-type: none"> • 37 Individual Counseling Inhouse (11 are still being seen from previous year) • 2 group counseling 	<ul style="list-style-type: none"> • 21 in Individual Counseling Inhouse (5 still being seen from previous year) • 4 Individual at DAEP 	<ul style="list-style-type: none"> • 25 Individual counseling at the HS (13 still being seen from previous year) <ul style="list-style-type: none"> • 3 Individual at DAEP • 1 Individual at Academy

Groups provided at the Elementary level include:

Travis Elementary

- Coping Skills for Life

Additional Services provided through Mental Health Services:

- Website with resources for students, families, faculty and staff
- Monthly psychoeducational newsletter
- PD presentations for faculty and staff (self-care, suicide prevention, grief and trauma informed, and human trafficking)
- Working on bringing in a Suicide Prevention program for students and families



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TITLE: Presentation only: 2023 STAAR Redesign and Accountability System Update

RECOMMENDED ACTION: No action required. Presentation purposes only.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

OVERVIEW:

Presentation of accountability system update and STAAR new question types.
Informational website: attached

FISCAL IMPACT: N/A

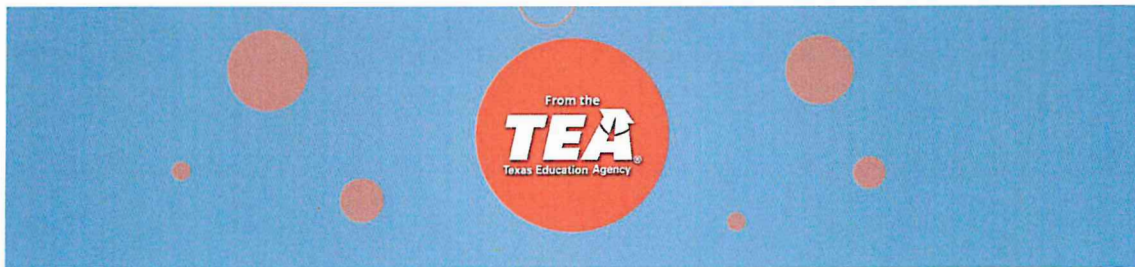
ATTACHMENTS: 1 website

DEPARTMENT(S) SUBMITTING FORM: Curriculum, Instruction, and Assessment

DEPARTMENT SIGNATURE/APPROVAL:

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Answers in About a Minute: A-F Accountability



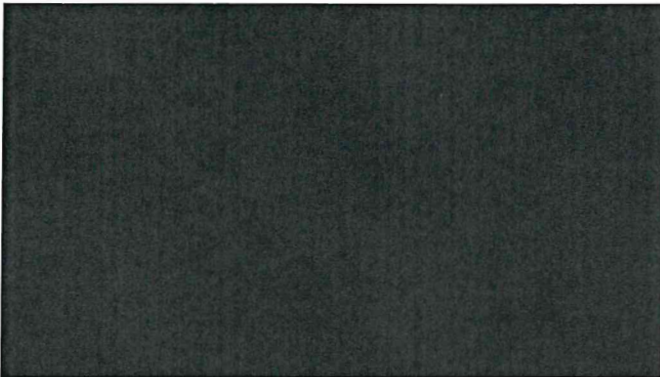
You've got questions? The Texas Education Agency has [Answers...In About A Minute](#). This video resource helps provide answers to questions you may have on specific public education topics, programs or initiatives. Continue checking this page as our video library of topics – and the specific answers to questions – continues to expand.

Topic: A-F Accountability

- Tell me more about A-F Accountability. What's in it?
- What goes into determining the student achievement domain?
- How are schools graded on progress? Can you explain it?
- How is the closing the gaps domain rated?
- How are A-F grades calculated?
- If I'm a parent, how should I use the A-F ratings?
- So if I'm a member of my local school board, how do A-Through-F ratings help me make my schools and districts better?
- Are Ratings a reflection of poverty?
- Are A-F ratings only comprised of STAAR scores?
- Local Accountability Systems

I'm a school board member. How can A-F ratings help me improve schools in my district?

A-F Accountability

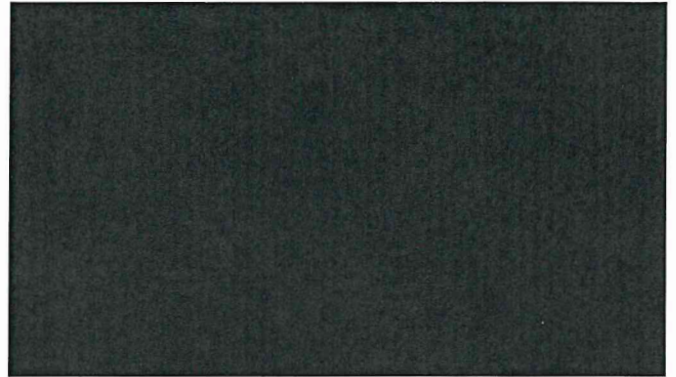


An overview of Texas A-F Accountability System for locally-elected school boards.

[View English transcript \(PDF\)](#)

If I'm a parent, how should I use the A-F ratings?

A-F Accountability

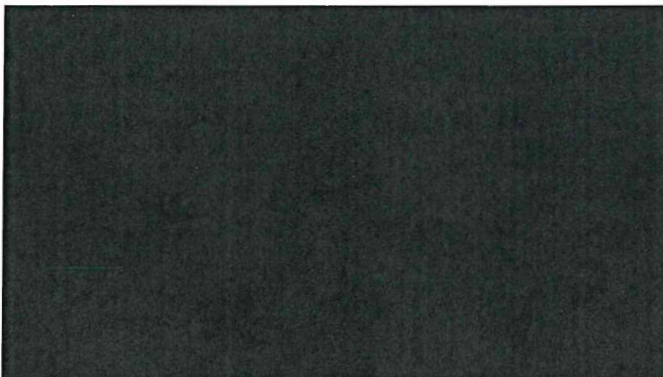


An overview of Texas A-F Accountability System for parents and How they can use it

[View English transcript \(PDF\)](#)

Local Accountability Systems

A-F Accountability

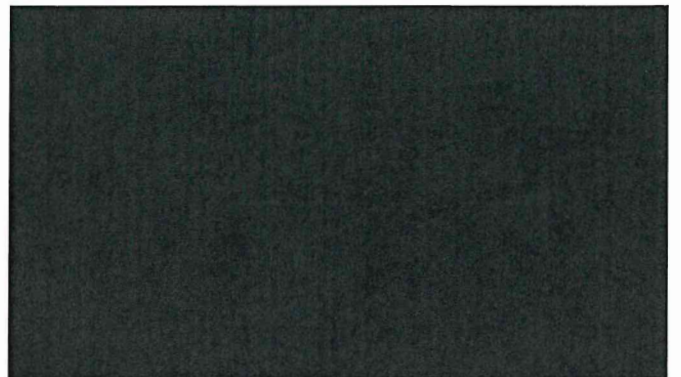


A look at how local accountability systems will play a part in A-F Accountability Ratings.

[View English transcript \(PDF\)](#)

Are A-F Ratings Only Comprised of STAAR Scores?

A-F Accountability

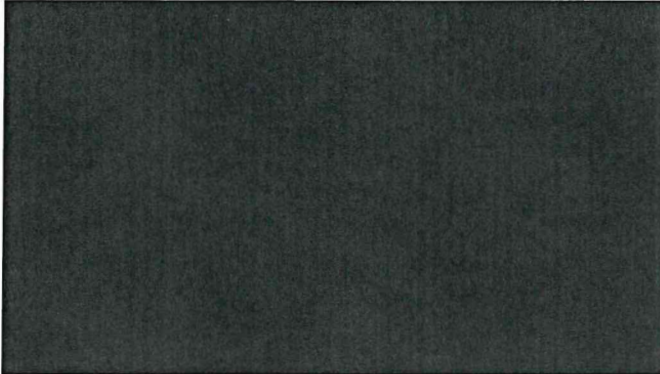


A look at STAAR scores and the A-F Accountability Rating system.

[View English transcript \(PDF\)](#)

How are schools graded on progress? Can you explain it?

A-F Accountability

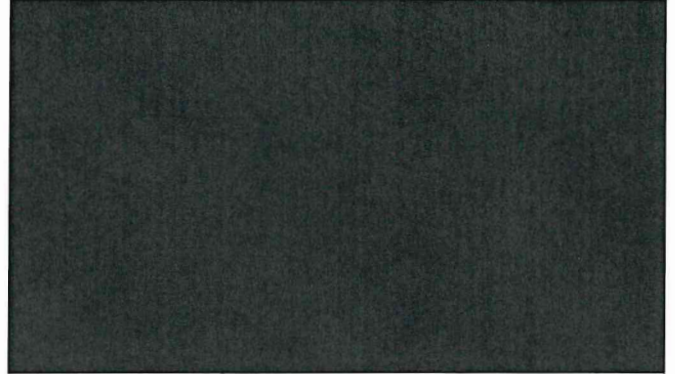


An overview of the School Progress domain in Texas A-F Accountability System.

[View English transcript \(PDF\)](#)

How is the closing the gaps domain rated?

A-F Accountability

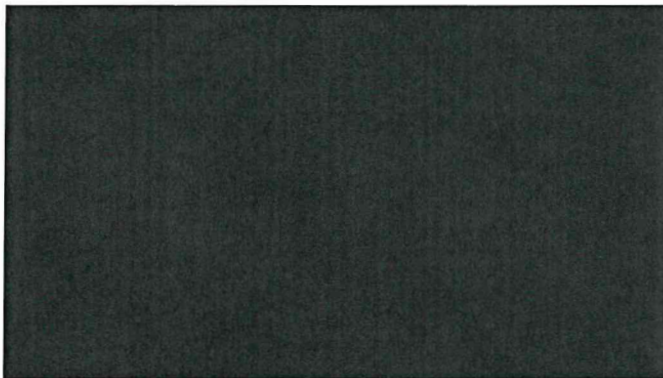


An overview of the Closing the Gaps domain in Texas A-F Accountability System.

[View English transcript \(PDF\)](#)

Tell me more about A-F Accountability. What's in it?

A-F Accountability

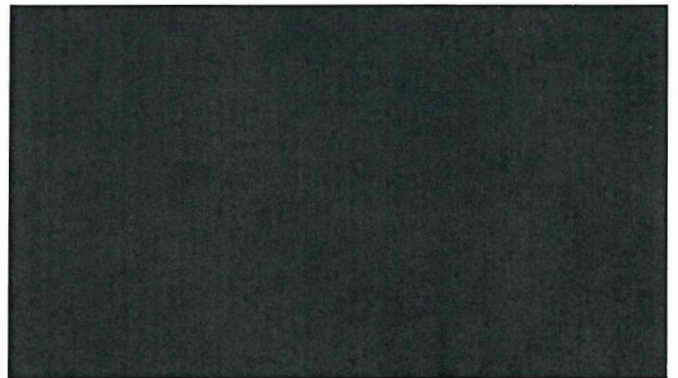


An overview of Texas' A-F Accountability System and how it works at a high level

[View English transcript \(PDF\)](#)

What goes into determining the student achievement domain?

A-F Accountability



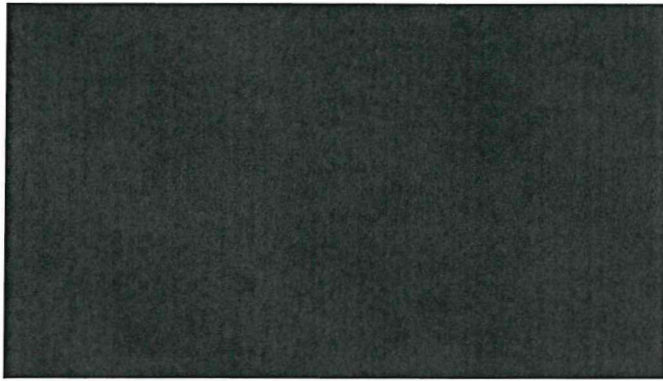
An overview of the Student Achievement domain in Texas' A-F Accountability System.

[View English transcript \(PDF\)](#)

How are A-F grades calculated?

Are Ratings a Reflection of Poverty?

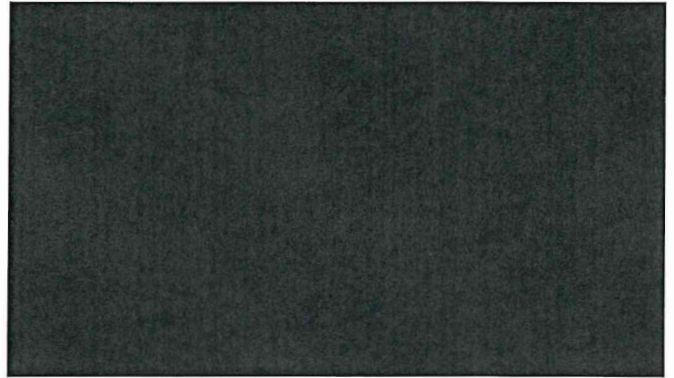
A-F Accountability



An overview of how A-F grades are calculated in Texas A-F Accountability System

[View English transcript \(PDF\)](#)

A-F Accountability



A look at the role poverty plays in the new A-F accountability system.

[View English transcript \(PDF\)](#)



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Austin, Texas, 78701
(512) 463-9734

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Where Our Money Goes

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Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, Consider, and Take Any Necessary Action Regarding the Monthly Financial Reports and Accounts Payable Listing

RECOMMENDED ACTION: It is recommended that the monthly Financial Reports and Accounts Payable Listing be approved as presented.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

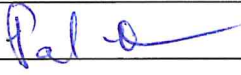

OVERVIEW:

See attached information.

FISCAL IMPACT: Variable revenue and expenditures to District

ATTACHMENTS: Tax Receipt Report, Financial Statement, AP Listing

DEPARTMENT(S) SUBMITTING FORM: Business and Finance

DEPARTMENT SIGNATURE/APPROVAL:  

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
Moser, Farrah	1019	Meals for Dyslexia Conference 10-16-22	10/31/2022	97218	V	-60.00
ALLSTAR CUSTOM APPAR	1029	Technology Apparel	11/03/2022	97285	R	529.83
ALWAYS ANSWER	54670-0701	SERVICE	11/03/2022	97286	R	143.00
ANDREATTA, KELLY	1031	FOOTBALL GAME WORKER 10/13,18,25	11/03/2022	97287	R	150.00
AT&T	9931663705	SERVICE	11/03/2022	97288	R	664.25
AT&T MOBILITY	2872561331	SERVICE	11/03/2022	97289	R	206.48
AUTRY, CARRIE	1031	VOLLEYBALL OFFICIAL 10/18/22	11/03/2022	97290	R	130.00
AWARDS & MORE ENGRAV	43890	Teacher door signs and mailbox tags Invoice#43890	11/03/2022	97291	R	351.00
BAKER, FRANKLIN	1031	SECURITY 10/28/22	11/03/2022	97292	R	180.00
Burns, Rachel	1031	TRAVEL REIMBURSEMENT 10/13/22	11/03/2022	97293	R	10.00
CANDOR CONSULTING AN	1245	Inv. #1245 Michael Murphy Contracted Services 9-26-10-26-22	11/03/2022	97294	R	11,898.12
CARDMEMBER SERVICE	Multiple	Multiple Invoices	11/03/2022	97297	R	4,823.08
CDW-G	DA2204311	Server Infrastructure Upgrade	11/03/2022	97298	R	8,627.50
CITY OF MINERAL WELL	0105	MAINTENANCE-October 2022	11/03/2022	97299	R	6.00
DEMCO, INC	7205265	Library	11/03/2022	97300	R	597.91
DICK BLICK	9218965	DRYING RACK	11/03/2022	97301	R	647.60
EAGLE SOUND, INC.	17454	batteries for radios	11/03/2022	97302	R	149.95
Easley, Joy	1031	CONTRACTED SERVICES	11/03/2022	97303	R	150.00
EASTMAN, JOE	1031	FOOTBALL GAME WORKER 10/13,18,25	11/03/2022	97304	R	300.00
EBSCO INFORMATION SE	1000191772	SUPPLIES	11/03/2022	97305	R	1,980.00
ED311	24088	Webinar Training	11/03/2022	97306	R	180.00
EDUCATION SERVICE CT	Multiple	Multiple Invoices	11/03/2022	97307	R	71,374.47
EDUCATION SERVICE CT	008758	SKYWARD SOFTWARE ONLY SUPPORT PACKAGES 2022-2023	11/03/2022	97308	R	775.00
EDWARDS, NORMAN	1031	VOLLEYBALL OFFICIAL 10/25/22	11/03/2022	97309	R	145.00
Enriquez, Delano	1031	Reimbursement Della Enriquez Edgar Allen Poe worksheet Bundles ELA class	11/03/2022	97310	R	30.00
EWELL EDUCATIONAL SE	543-14729	Tarleton LDE Invitational	11/03/2022	97311	R	105.00
FAMOUS MINERAL WATER	Multiple	Multiple Invoices	11/03/2022	97312	R	117.50
FLORES, MELVIN	1031	VOLLEYBALL OFFICIAL 10/24/22	11/03/2022	97313	R	135.00
FOLEY, LLOYD	1031	SECURITY 10/24,25	11/03/2022	97314	R	270.00
FOOD SERVICE	Multiple	Multiple Invoices	11/03/2022	97315	R	640.52
FORTENBERRY, EDDIE	1031	FOOTBALL OFFICIAL 10/13,18	11/03/2022	97316	R	280.00
FRONTIER WASTE-CRESS	Multiple	Multiple Invoices	11/03/2022	97317	R	7,366.35
Funk, Steven	1031	TRAVEL	11/03/2022	97318	R	399.38
FURR BUILDING MATERI	Multiple	Multiple Invoices	11/03/2022	97319	R	1,428.17
GLOVER, BRANDON	1031	SECURITY 10/28/22	11/03/2022	97320	R	180.00
GOODPASTURE, RON	1031	VOLLEYBALL OFFICIAL 10/25/22	11/03/2022	97321	R	130.00
Hamner, Valerie	1031	TRAVEL REIMBURSEMENT 10/13,14,21	11/03/2022	97322	R	40.00
HATCHER, MICHAEL	1031	VOLLEYBALL OFFICIAL 10/18/22	11/03/2022	97323	R	145.00
HAWKINS, GARON	1031	FOOTBALL OFFICIAL 10/13/22	11/03/2022	97324	R	145.00
HIGH SCHOOL	1031	REIMB CK #11871,11879,11880	11/03/2022	97325	R	540.00
JUDD, PENNY	1031	SECURITY 10/18,25	11/03/2022	97326	R	405.00
Kidd, Katherine	1108	Meals and Mileage WS Catapult Learning and Behavior 11-8	11/03/2022	97327	R	65.31
KYOCERA DOCUMENT SOL	Multiple	Multiple Invoices	11/03/2022	97328	R	3,414.58
LATHAM, PAUL	1031	VOLLEYBALL OFFICIAL 10/11/22	11/03/2022	97329	R	145.00
LIBRARYTRAC LLC	3378	SUPPLIES	11/03/2022	97330	R	200.00

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
LIT CRIT COACH, LLC	1017	SUPPLIES	11/03/2022	97331	R	191.40
McDaniel, Ricky	1031	TRAVEL REIMBURSEMENT 10/11,13,14,25	11/03/2022	97332	R	45.00
MENCHACA, CRISTAL	1031	SECURITY 10/13,18,25,28,29	11/03/2022	97333	R	720.00
MOLLIE GREGORY TOWER	Multiple	Multiple Invoices	11/03/2022	97334	R	209.98
MORGAN, CHARYL	1031	VOLLEYBALL OFFICIAL 10/18/22	11/03/2022	97335	R	145.00
MOVIE LICENSING USA	3242891	Library	11/03/2022	97336	R	584.00
MUSIC IS ELEMENTARY	INV-22667	Music Class	11/03/2022	97337	R	955.80
N-TUNE	Multiple	Multiple Invoices	11/03/2022	97338	R	284.59
PAIR, BLAKE	1031	FOOTBALL OFFICIAL 10/25/22	11/03/2022	97339	R	135.00
PARKER, DONNA	1031	FOOTBALL/BASKETBALL/VOLLEYBALL GAME WORKER 10/13,18,25,29	11/03/2022	97340	R	145.00
PENDER'S MUSIC COMPA	Multiple	Multiple Invoices	11/03/2022	97341	R	634.43
Pope, Michael	1031	TRAVEL REIMBURSEMENT 10/11,13,25	11/03/2022	97342	R	30.00
POSITIVE PROMOTIONS	07043403	Counselor Supplies - Drug Free Week	11/03/2022	97343	R	1,311.92
Price, Hannah	1031	TEA Aide Certification fee	11/03/2022	97344	R	10.21
RAGLAND, JERRY	1031	FOOTBALL GAME WORKER 10/13,18,25	11/03/2022	97345	R	150.00
RASBERRY, SHAWN	1031	FOOTBALL OFFICIAL 10/18,25	11/03/2022	97346	R	270.00
RICHARDS, LEAH	1031	VOLLEYBALL OFFICIAL 10/24/22	11/03/2022	97347	R	135.00
SALAZAR, JOE JR	1031	FOOTBALL GAME WORKER 10/13,18,25	11/03/2022	97348	R	150.00
SANCHEZ, OSCAR	1031	VOLLEYBALL OFFICIAL 10/25/22	11/03/2022	97349	R	145.00
SAUCEDO, JUAN	1031	SECURITY 10/28/22	11/03/2022	97350	R	180.00
SCHOOL NURSE	0917204-IN	SUPPLIES	11/03/2022	97351	R	774.71
SEATON, THOMAS	1031	SECURITY 10/28/22	11/03/2022	97352	R	180.00
Shadden, Karen	1031	TRAVEL REIMBURSEMENT 10/13,14,25	11/03/2022	97353	R	35.00
Shipman, Benjamin	1031	FOOTBALL OFFICIAL 10/13/22	11/03/2022	97354	R	145.00
SIMONTON, STEPHEN	1031	SECURITY 10/28,29	11/03/2022	97355	R	405.00
SMITH, TONY	1031	FOOTBALL OFFICIAL 10/13/22	11/03/2022	97356	R	145.00
SOLIANT HEALTH	Multiple	Multiple Invoices	11/03/2022	97357	R	3,656.25
SUPER DUPER, INC	2777226A	Supplies-WAC-100 Webber Articulation Cards Set I WAC-222 Webber Articulation Cards Set II	11/03/2022	97358	R	177.82
SWOBODA, JOEL	1031	FOOTBALL OFFICIAL 10/25/22	11/03/2022	97359	R	135.00
TARPLEY MUSIC	Multiple	Multiple Invoices	11/03/2022	97360	R	1,021.23
TARVER, CASSIDEE	101	CHOREOGRAPHY	11/03/2022	97361	R	150.00
TARVER, REECE	1031	FOOTBALL OFFICIAL 10/18/22	11/03/2022	97362	R	135.00
TEXAS DEPT OF PUBLIC	CRS-202209	Invoice CRS -202209-247586 Dated 9/30/2022 Criminal History Background checks	11/03/2022	97363	R	54.00
TEXAS HIGH SCHOOL PO	1031	MEMBERSHIP	11/03/2022	97364	R	75.00
THSWPA	1031	MEMBERSHIP	11/03/2022	97365	R	75.00
TRAMMELL, BRENDA	1031	BASKETBALL GAME WORKER 10/4,11,18,25,27,29	11/03/2022	97366	R	517.50
WALMART CAPITAL ONE	Multiple	Multiple Invoices	11/03/2022	97368	R	1,196.70
WORKERS' COMPENSATIO	1031	2021/2022 WORKERS' COMP	11/03/2022	97369	R	1,144.87
ABM TEXAS GENERAL SE	1144702	CONTRACTED SERVICES	11/09/2022	97370	R	85,622.83
ACE HARDWARE OF MINE	Multiple	Multiple Invoices	11/09/2022	97376	R	3,609.57
AIRGAS USA, LLC	Multiple	Multiple Invoices	11/09/2022	97377	R	1,312.37
Anderson, Vincent	1031	MAINTENANCE-October 2022	11/09/2022	97378	R	121.25
BENNETT'S OFFICE SUP	Multiple	Multiple Invoices	11/09/2022	97389	R	8,882.57

VENDOR	INVOICE	INVOICE	CHECK	CHECK CHE		AMOUNT
	NUMBER	DESCRIPTION	DATE	NUMBER	TYP	
BLISSITTE, KAREN	1031	ACCOMPANIST	11/09/2022	97390	R	500.00
Borjon, Rolando	1031	TRANSPORTATION - EMPLOYEE REIMBURSEMENT FOR FUEL	11/09/2022	97391	R	101.00
Bricker, Niki	1031	Mileage Sept-Oct 2022: Bricker	11/09/2022	97392	R	51.38
BSN SPORTS, LLC	918353301	SUPPLIES	11/09/2022	97393	R	37.80
BUCKS WHEEL & EQUIP	120959	TRANSPORTATION - PARTS AND SUPPLY	11/09/2022	97394	R	3,355.72
CANDOR CONSULTING AN	1266	Inv. #1266 October Contracted Services Michael Murphy	11/09/2022	97395	R	12,434.04
CASTLEBERRY HIGH SCH	1108	GIRLS BASKETBALL TOURNAMENT ENTRY FEE	11/09/2022	97396	R	400.00
Claflin, Tami	1108	Reimburse for a Book-Conducting School-Based Functional Steege Guilford 2nd	11/09/2022	97397	R	11.89
D & F BATTERY & ELEC	67722	MAINTENANCE-October 2022	11/09/2022	97398	R	50.30
DECKER EQUIPMENT	510072	MAINTENANCE-October 2022	11/09/2022	97399	R	1,186.43
DOUBLE H TIRE	Multiple	Multiple Invoices	11/09/2022	97400	R	150.00
ELLIOTT ELECTRIC SUP	Multiple	Multiple Invoices	11/09/2022	97403	R	1,586.71
EVERICH LOCKSMITH	Multiple	Multiple Invoices	11/09/2022	97404	R	43.90
FOLLETT SCHOOL SOLUT	1489911	Follett annual license renewal	11/09/2022	97405	R	7,838.36
FOLLETT CONTENT SOLU	554086F	BOOKS	11/09/2022	97406	R	786.16
Fowler, Kendra	1031	Meals & Mileage WS 10-12-22	11/09/2022	97407	R	64.06
FURR BUILDING MATERI	Multiple	Multiple Invoices	11/09/2022	97408	R	232.91
GAME ONE	10022012	SCOREBOOKS	11/09/2022	97409	R	62.00
GRAINGER	Multiple	Multiple Invoices	11/09/2022	97410	R	416.55
HIGH SCHOOL	1108	REIMB CK #11888, 11883, 11884, 11885, 11887, 11882, 11889, 11891, 11886, 11890, 11881	11/09/2022	97411	R	3,306.90
HOBART CORPORATION	28960872	MAINTENANCE-October 2022	11/09/2022	97412	R	510.73
Intouch Therapy	MIN10	Inv. #MIN10 Contracted Services PT October	11/09/2022	97413	R	7,861.33
Johnston, Stefany	1108	TRAVEL	11/09/2022	97414	R	57.82
KYOCERA DOCUMENT SOL	5022274440	Kyocera Copier Invoice#5022274440 OCTOBER	11/09/2022	97415	R	896.96
LONGHORN, INC.	54293515.0	MAINTENANCE-October 2022	11/09/2022	97416	R	528.33
MARTIN OIL COMPANY	Multiple	Multiple Invoices	11/09/2022	97417	R	154.67
METRO DISCOUNT FOODS	00086832	SUPPLIES	11/09/2022	97418	R	6.76
MINERAL WELLS SAND &	Multiple	Multiple Invoices	11/09/2022	97419	R	278.14
Moore, Sarah	OCT1-OCT31	Contracted Services O & M Sarah Moore Oct. 1-Oct. 31-2022	11/09/2022	97420	R	1,425.00
MOSYLE CORPORATION	2250596	Mosyle MDM (iPad adds)	11/09/2022	97421	R	53.56
N-TUNE	129260	REPAIR	11/09/2022	97422	R	161.80
NAPA AUTOMOTIVE PART	Multiple	Multiple Invoices	11/09/2022	97424	R	1,717.70
NATIONAL WHOLESALE S	Multiple	Multiple Invoices	11/09/2022	97425	R	1,073.67
NCS PEARSON INC	19913901	Supplies-Hernandez-Lamar	11/09/2022	97426	R	255.73
O'REILLY AUTOMOTIVE,	Multiple	Multiple Invoices	11/09/2022	97427	R	34.45
PITNEY BOWES	0018175071	Postage	11/09/2022	97428	R	300.00
POULIN, ROBERT	202204	DESIGN - MARCHING BAND SHOW	11/09/2022	97429	R	2,000.00
PROFESSIONAL TURF PR	Multiple	Multiple Invoices	11/09/2022	97430	R	238.12
QUILL	Multiple	Multiple Invoices	11/09/2022	97431	R	375.11
Raspberry, Jackie	1031	Mileage Sept-Oct 2022:	11/09/2022	97432	R	46.56

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
		Raspberry				
Ray, Saugato	1031	Mileage Sept-Oct 2022: Ray	11/09/2022	97433	R	173.19
Rivas, Eric	1101	TRAVEL	11/09/2022	97434	R	163.13
RR SERVICE CO, INC.	4451	MAINTENANCE-October 2022	11/09/2022	97435	R	435.00
SALT CREEK SHOOTING	1386	GUARDIAN TRAINING	11/09/2022	97436	R	1,680.00
SHERWIN-WILLIAMS	Multiple	Multiple Invoices	11/09/2022	97437	R	196.25
SHI-GOVERNMENT SOLUT	Multiple	Multiple Invoices	11/09/2022	97438	R	78,485.97
STEVE WEISS MUSIC	Multiple	Multiple Invoices	11/09/2022	97439	R	812.90
SUTHERLANDS BLDG. MA	Multiple	Multiple Invoices	11/09/2022	97442	R	3,038.31
TCEA	20315681	TCEA conference registration for Cara Shoemaker	11/09/2022	97443	R	349.00
TEX-OMA BUILDERS SUP	Multiple	Multiple Invoices	11/09/2022	97444	R	4,792.00
TEXAS LIBRARY ASSOCI	1101	MEMBERSHIP	11/09/2022	97445	R	182.00
THE PEPPERMINT PIG	1031	library books	11/09/2022	97446	R	155.28
TRACTOR SUPPLY PLAN	Multiple	Multiple Invoices	11/09/2022	97447	R	313.75
UNIFIRST CORPORATION	Multiple	Multiple Invoices	11/09/2022	97448	R	1,430.11
UNITED REFRIGERATION	87222288-0	MAINTENANCE-October 2022	11/09/2022	97449	R	342.93
WALMART CAPITAL ONE	Multiple	Multiple Invoices	11/09/2022	97451	R	1,658.72
WESTERN PSYCHOLOGICA	WPS-442920	W-696P Piers-Harris 3 Online Kit W-609P Child Adolescent ATTN: Michael Murphy (mmurphy2@mwisd.net)	11/09/2022	97452	R	397.00
WEX BANK	84528048	FUEL	11/09/2022	97453	R	128.08
WHALEY FOODSERVICE	4176065	MAINTENANCE-October 2022	11/09/2022	97454	R	327.39
Borjon, Rolando	1116	TRAVEL	11/16/2022	97455	R	90.00
MOODY GARDENS HOTEL	1116	TRAVEL	11/16/2022	97456	R	309.56
4 IMPRINT, INC.	10477380	BADGE HOLDERS	11/17/2022	97457	R	321.76
AGiRepair, Inc.	037963	Device Repairs	11/17/2022	97458	R	278.00
AIRGAS USA, LLC	Multiple	Multiple Invoices	11/17/2022	97459	R	493.51
ANDREATTA, KELLY	1117	FOOTBALL GAME WORKER 11/1,3	11/17/2022	97460	R	100.00
ASW ENTERPRISES	8170	UIL Spelling Bee	11/17/2022	97461	R	50.00
AT&T LONG DISTANCE	811340500	SERVICE-CORPORATION #346970 811340500-0	11/17/2022	97462	R	50.13
ATTACK FIRE	000222	FIRE ALARM INSTALLATION - ACADEMY	11/17/2022	97463	R	12,884.54
AWARDS & MORE ENGRAV	Multiple	Multiple Invoices	11/17/2022	97464	R	141.00
BARKER, CAEDEN	1117	FOOTBALL GAME WORKER 10/28/2022	11/17/2022	97465	R	35.00
BAT MOBILE BUS REPAI	2214	TRANSPORTATION - CONTRACTED MAINTENANCE	11/17/2022	97466	R	565.00
BSN SPORTS, LLC	Multiple	Multiple Invoices	11/17/2022	97467	R	1,045.80
BURNS, JOSHUA	1117	FOOTBALL OFFICIAL 10/28/2022	11/17/2022	97468	R	125.00
CAR COLORS	71544	Supplies Wraight	11/17/2022	97469	R	39.50
Carroll, CODY	1117	FOOTBALL OFFICIAL 10/28/2022	11/17/2022	97470	R	125.00
CASH, JAMES	1117	BASKETBALL OFFICIAL 11/8/22	11/17/2022	97471	R	165.00
CDW-G	Multiple	Multiple Invoices	11/17/2022	97472	R	3,204.21
CITY OF MINERAL WELL	221110	SRO PROGRAM	11/17/2022	97473	R	72,800.00
CITY WATER WORKS	1031	SERVICES	11/17/2022	97474	R	10,176.90
COLWELL, NATHAN	1117	FOOTBALL GAME WORKER 10/28/22	11/17/2022	97475	R	50.00
CRAIG'S MUSIC COMPAN	0325475	MAINTENANCE-November 2022	11/17/2022	97476	R	197.96
CROSS PLAINS OIL FIE	522873	MAINTENANCE-October 2022	11/17/2022	97477	R	49.95
DECKER EQUIPMENT	5111223A	Door Hinge-Lamar	11/17/2022	97478	R	86.30
DESTINATION IMAGINAT	97903	Annual DI Fees Invoice#97903	11/17/2022	97479	R	245.00
DISA GLOBAL SOLUTION	2214222	DRUG TESTS	11/17/2022	97480	R	1,529.50
EASTMAN, JOE	1117	FOOTBALL GAME WORKER 10/28,11/1,3	11/17/2022	97481	R	300.00

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EWELL EDUCATIONAL SE	543-14908	Student Contest Oil Belt District	11/17/2022	97482	R	400.00
FIELDS, MARLON	1117	FOOTBALL GAME OFFICIAL 11/3/22	11/17/2022	97483	R	145.00
FLORES, MELVIN	1117	BASKETBALL OFFICIAL 11/1/22	11/17/2022	97484	R	120.00
FOLLETT CONTENT SOLU	Multiple	Multiple Invoices	11/17/2022	97485	R	2,105.90
GLOVER, BRANDON	1117	SECURITY 11/3/22	11/17/2022	97486	R	135.00
GOTO COMMUNICATIONS,	IN71015253	SERVICE	11/17/2022	97487	R	7,277.84
GRAY, DANIEL	1117	FOOTBALL GAME WORKER 10/28/22	11/17/2022	97488	R	50.00
HASLAM, TERRY	1117	OFFICIAL 11/8/22	11/17/2022	97489	R	165.00
HATCHER, KELSI	1117	VOLLEYBALL OFFICIAL 10/27/22	11/17/2022	97490	R	100.00
HIGH SCHOOL	1117	REIMB CHECKS #11893, 11898, 11899, 11900, 11895, 11897, 11901, 11902, 11903, 11892, 11896	11/17/2022	97491	R	2,960.00
HUNT, DALE	1117	FOOTBALL OFFICIAL 10/28/22	11/17/2022	97492	R	125.00
IML SECURITY SUPPLY	3420665	MAINTENANCE-October 2022	11/17/2022	97493	R	763.56
INDUSTRIAL POWER TRU	128350	TRANSPORTATION - PARTS	11/17/2022	97494	R	6,588.28
INTERSTATE BILLING S	3030026435	TRANSPORTATION - PARTS	11/17/2022	97495	R	1,610.88
JW PEPPER & SON INC	Multiple	Multiple Invoices	11/17/2022	97496	R	178.34
KENT DISTRIBUTORS, I	Multiple	Multiple Invoices	11/17/2022	97497	R	17,452.55
KYOCERA DOCUMENT SOL	5022283210	Copier rental for Houston	11/17/2022	97498	R	567.95
MACUNE, KENNETH	1117	FOOTBALL OFFICIAL 11/1/22	11/17/2022	97499	R	135.00
Maldonado, Esmeralda	1117	Educator Certification Test and Book	11/17/2022	97500	R	148.82
MARTIN, MEAGAN	1117	VOLLEYBALL GAME WORKER 09/29, 10/24	11/17/2022	97501	R	60.00
MAXFIELD, MICHAEL	1117	FOOTBALL OFFICIAL 11/3/22	11/17/2022	97502	R	145.00
McDaniel, Ricky	1117	TRAVEL REIMBURSEMENT 10/29,11/2,3,7	11/17/2022	97503	R	60.00
MENCHACA, CRISTAL	1117	SECURITY 11/1/22	11/17/2022	97504	R	135.00
MILLIKEN, MARK	1117	FOOTBALL GAME WORKER 10/28/22	11/17/2022	97505	R	50.00
MINERAL WELLS JR. HI	1117	REIMB CK #884, 885	11/17/2022	97506	R	375.00
MITCHELL, JENNIFER	1117	FOOTBALL GAME WORKER 10/28/22	11/17/2022	97507	R	50.00
Multi Health Systems	ORD-241326	Supplies-For LSSP	11/17/2022	97508	R	1,179.34
NAPA AUTOMOTIVE PART	Multiple	Multiple Invoices	11/17/2022	97510	R	1,620.79
NCS PEARSON INC	Multiple	Multiple Invoices	11/17/2022	97511	R	479.46
PALO PINTO COUNTY TA	1117	MAINTENANCE-November 2022	11/17/2022	97512	R	7.50
PARKER, DONNA	1117	FOOTBALL GAME WORKER 10/28,11/3	11/17/2022	97513	R	100.00
PAYNE, WILEY JR	1117	FOOTBALL OFFICIAL 10/28/2022	11/17/2022	97514	R	125.00
POOLVILLE HIGH SCHOO	1117	ENTRY	11/17/2022	97515	R	725.00
QEP PROFESSIONAL BOO	40929	Grammar Keeper Books	11/17/2022	97516	R	230.00
RAGLAND, JERRY	1117	FOOTBALL GAME WORKER 11/1,3	11/17/2022	97517	R	100.00
RHODES, WILLIAM	1117	VOLLEYBALL OFFICIAL 10/27/22	11/17/2022	97518	R	100.00
RICHARDS, LEAH	1117	VOLLEYBALL OFFICIAL 10/29/22	11/17/2022	97519	R	180.00
RICHARDS SIGNS	Multiple	Multiple Invoices	11/17/2022	97520	R	485.00
Rothe, Michaela	1117	Meals & Mileage CPI Training 11-8, 11-9, 11-10	11/17/2022	97521	R	203.63
RUELAS, JOE	1117	BASKETBALL OFFICIAL 11/1/22	11/17/2022	97522	R	120.00
SALAZAR, JOE JR	1117	FOOTBALL GAME WORKER 10/28,11/1,3	11/17/2022	97523	R	150.00
SAUCEDO, JUAN	1117	SECURITY 11/3/22	11/17/2022	97524	R	135.00
Shadden, Karen	1117	TRAVEL REIMBURSEMENT 11/4/22	11/17/2022	97525	R	15.00
SHELL ENERGY SOLUTIO	1837282	SERVICE	11/17/2022	97526	R	47,403.99
SHI-GOVERNMENT SOLUT	Multiple	Multiple Invoices	11/17/2022	97527	R	17,502.80

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
Shipman, Benjamin	1117	FOOTBALL OFFICIAL 11/1/22	11/17/2022	97528	R	135.00
SHOW STOPPER EQUIPME	453241	SUPPLIES STUTTS	11/17/2022	97529	R	459.60
SKILLS USA VICA	Multiple	Multiple Invoices	11/17/2022	97530	R	456.00
SMETHERS, DELENA	1117	FOOTBALL GAME WORKER 10/28/22	11/17/2022	97531	R	50.00
SOUTHERN TIRE MART	4120033867	TRANSPORTATION - PARTS	11/17/2022	97532	R	1,920.00
SOUTHERN FLORAL COMP	Multiple	Multiple Invoices	11/17/2022	97533	R	669.56
Sproles, Amy	1117	Meal WS-Cohort for New Teachers of Students w/Complex Needs-Sproles 11-28-22	11/17/2022	97534	R	10.00
STANLEY, DEMOHN	1117	FOOTBALL OFFICIAL 11/3/22	11/17/2022	97535	R	145.00
STENHOUSE PUBLISHERS	10366954	Book pack for students	11/17/2022	97536	R	468.00
SUTHERLANDS BLDG. MA	Multiple	Multiple Invoices	11/17/2022	97537	R	53.38
SWOBODA, JOEL	1117	FOOTBALL OFFICIAL 11/1/22	11/17/2022	97538	R	135.00
TARPLEY MUSIC	Multiple	Multiple Invoices	11/17/2022	97539	R	459.00
TASA	152165	David Tarver TASA Member 2022-2023 Order # 81589	11/17/2022	97540	R	395.00
TEXAS GAS SERVICES	1110	SERVICE	11/17/2022	97541	R	3,082.65
THE LONE STAR NEWS G	00263431	BID #1-2022	11/17/2022	97542	R	374.70
UNIFIRST CORPORATION	2810023049	TRANSPORTATION - LINEN SERVICES	11/17/2022	97543	R	46.97
UNITE PRIVATE NETWOR	SI-22-0333	Monthly WAN service due 12/01/2022	11/17/2022	97544	R	837.82
UNIVERSAL FENCE COMP	44120	MAINTENANCE-October 2022	11/17/2022	97545	R	2,086.00
WALMART CAPITAL ONE	Multiple	Multiple Invoices	11/17/2022	97547	R	2,040.96
WALTON-STANLEY, CARL	1117	FOOTBALL OFFICIAL 10/28/22	11/17/2022	97548	R	125.00
Warren Instructional	2432	Registration for Lena Crusha, Carol Dodson, Jacque Fitzhugh, Noelia Kuhn, Debbie Moerman, Lacy Pruitt, Catie Roach	11/17/2022	97549	R	1,323.00
WESTERN PSYCHOLOGICA	WPS-445361	Order Lamar: W-603 OWLS-11 LC/OE Hand Scored Kit Attn: Dawn Hernandez (dhernandez@mwisd.net)	11/17/2022	97550	R	696.30
WILLIAMS, JOLENE	1117	Counselor	11/17/2022	97551	R	70.00
AMAZON CAPITAL SERVI	Multiple	Multiple Invoices	11/03/2022	222300011	A	2,338.72
Lott, Christine	1108	Meals WS Catapult Learning and Behavior 11-8	11/03/2022	222300012	A	10.00
Boyd, Tymothi	1108	Meal reimbursement for Tymmie Boyd to Texas Assessment Conference in Round Rock, TX. 11/07-11/09	11/09/2022	222300015	A	75.00
Cotton, Mark II	1031	Mileage Sept-Oct 2022: Cotton	11/09/2022	222300016	A	232.56
Johnson, Austin	1031	Mileage Sept-Oct 2022: Johnson	11/09/2022	222300017	A	69.19
KISTNER, ABIGAIL	1031	CONSULTANT	11/09/2022	222300018	A	860.00
Lascsak, Justin	1108	TCEA SysAdmin Travel	11/09/2022	222300019	A	616.01
Mesler, Hope	1108	Meal Money Hope Mesler Texas Assessment Conference	11/09/2022	222300020	A	70.00
Murphy, Ronda	1031	Mileage Sept-Oct 2022: Murphy	11/09/2022	222300021	A	128.38
AMAZON CAPITAL SERVI	Multiple	Multiple Invoices	11/17/2022	222300022	A	4,696.27

Totals for checks 625,158.88

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
180	CO-CURRICULAR	0.00	0.00	27,617.02	27,617.02
199	GENERAL FUND	0.00	0.00	597,541.86	597,541.86
***	Fund Summary Totals ***	0.00	0.00	625,158.88	625,158.88

***** End of report *****

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
Anthony, Michelle	1108	handlers card reimbursement	11/08/2022	6247	R	7.99
BENNETT'S OFFICE SUP	0248799-00	office supplies	11/08/2022	6248	R	16.97
Fowler, Tammy	1031	Employee in district mileage	11/08/2022	6249	R	15.94
KLEMENT DISTRIBUTION	1031	Ice Cream	11/08/2022	6250	R	1,209.53
PATINO, PAMELA	1031	Employee in district mileage	11/08/2022	6251	R	17.00
WALMART CAPITAL ONE	07927	employee appreciation lunch supplies	11/08/2022	6252	R	41.06
Wells, David	1031	mileage reimbursement	11/08/2022	6253	R	110.94
AMAZON CAPITAL SERVI	11XC-FJXL-	Edlund KT1415 Knife and Gear Replacement Parts Kit for S-11 and U-12 Can Openers, Manual, Silver	11/08/2022	222300013	A	89.09
LABATT FOOD SERVICE	1031	Grocery order for October	11/08/2022	222300014	A	103,526.54
Totals for checks						105,035.06

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
240	FOOD SERVICE	0.00	0.00	105,035.06	105,035.06
***	Fund Summary Totals ***	0.00	0.00	105,035.06	105,035.06

***** End of report *****

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
SHI-GOVERNMENT SOLUT	GB00471593	Adobe License	11/03/2022	19368	R	2,493.00
WALMART CAPITAL ONE	06402	Inv. 06402 VINDING MACHINE FOOD AND DRINKS. THIS IS FOR THE REMANDER OF THE INVOICE THAT WAS NOT PAID.	11/03/2022	19369	R	16.54
ACE HARDWARE OF MINE	304288	Tools Williams	11/08/2022	19370	R	85.97
ACE HARDWARE OF MINE	304194	Tools Williams	11/08/2022	19370	R	33.28
ACE HARDWARE OF MINE	303962	Tools Williams	11/08/2022	19370	R	14.39
MEDICAID CLAIM SOLUT	22-182903-	Inv. #22-182903-027 Services Rendered	11/08/2022	19371	R	2,896.17
SUTHERLANDS BLDG. MA	43645	Tools/Equipment Williams	11/08/2022	19372	R	34.45
SUTHERLANDS BLDG. MA	43502	Tools/Equipment Williams	11/08/2022	19372	R	24.98
SUTHERLANDS BLDG. MA	43426	Tools/Equipment Williams	11/08/2022	19372	R	135.38
SUTHERLANDS BLDG. MA	43375	Tools/Equipment Williams	11/08/2022	19372	R	382.06
SUTHERLANDS BLDG. MA	43218	Tools/Equipment	11/08/2022	19372	R	42.99
SUTHERLANDS BLDG. MA	43265	Tools/Equipment	11/08/2022	19372	R	519.97
WALMART CAPITAL ONE	01302	INV. 1302 VINDING MACHINE FOOD AND DRINKS	11/08/2022	19373	R	97.90
ENVIROMATIC SERVICES	SV24256	HVAC Equipment and DDC Controls Replacement	11/17/2022	19375	R	162,049.20
First Educational Re	10660	English Learner Summit Training	11/17/2022	19376	R	1,495.00
ORIENTAL TRADING COM	720488804-	STUCO	11/17/2022	19377	R	433.45
SAVVAS LEARNING COMP	7028272680	High School Texas Algebra 1,2, and Geometry	11/17/2022	19378	R	14,510.10
Sproles, Amy	1117	Mileage WS-Cohort for New Teachers of Students w/Complex Needs-Sproles 11-28-22	11/17/2022	19379	R	28.81
WALMART CAPITAL ONE	05584	STUCO	11/17/2022	19380	R	300.02
Totals for checks						185,593.66

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
224	IDEA-B FORMULA	0.00	0.00	28.81	28.81
244	CARL PERKINS BASIC FORM. GRANT	0.00	0.00	3,766.47	3,766.47
263	Title III, PART A-ELA	0.00	0.00	1,495.00	1,495.00
281	ESSER II PPRP	0.00	0.00	162,049.20	162,049.20
282	ESSER III	0.00	0.00	14,510.10	14,510.10
455	SHARS-MEDICAID	0.00	0.00	2,896.17	2,896.17
461	CAMPUS ACTIVITY FUND	0.00	0.00	847.91	847.91
***	Fund Summary Totals ***	0.00	0.00	185,593.66	185,593.66

***** End of report *****

**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT
CASH POSITION**

FOR PERIOD ENDING OCTOBER 31, 2022

GENERAL FUND	\$ 8,541,837.17
FOOD SERVICE	\$ 303,700.10
SPECIAL REVENUE	\$ 2,323,182.60
INTEREST & SINKING	\$ 899,605.97
INSURANCE FUND	\$ 392,260.43
WORKERS' COMPENSATION	\$ 116.55
TRUST & AGENCY FUND	\$ 183,368.20
PAYROLL	<u>\$ (97,041.76)</u>
TOTAL	\$ 12,547,029.26
<u>Lone Star Investment</u>	
General Fund	\$ 7,437.25
Food Service Fund	\$ 3.88
Interest & Sinking	\$ 0.05
Insurance Fund	<u>\$ 94,059.32</u>
TOTAL INVESTMENTS	\$ 101,500.50

<u>Fnd Fnd</u>	CASH	2022-2023	
	<u>RECEIVED</u>	<u>Budget</u>	<u>Balance</u>
180 CO-CURRICULAR	45,565.32	143,636.00	98,070.68
199 GENERAL FUND	9,183,257.96	34,913,691.00	25,730,433.04
211 TITLE I, PART A	0.00	1,058,974.00	1,058,974.00
240 FOOD SERVICE	235,542.24	2,238,912.00	2,003,369.76
244 CARL PERKINS BASIC FORM. GRANT	0.00	56,834.00	56,834.00
255 TITLE II, PART A-SUP EFF INSTR	0.00	163,417.00	163,417.00
263 Title III, PART A-ELA	0.00	64,134.00	64,134.00
266 ESSER GRANT	0.00	396,407.00	396,407.00
270 TITLE V, B, SP 2, RLIS	0.00	70,351.00	70,351.00
281 ESSER II PPRP	2,110.56	3,331,627.00	3,329,516.44
282 ESSER III	0.00	6,927,376.00	6,927,376.00
289 FEDERALLY FUNDED SPECIAL REV	0.00	95,188.00	95,188.00
364 IDEA PART B, FORMULA ARP	0.00	202,086.00	202,086.00
365 IDEA PART B, PRESCHOOL ARP	0.00	11,844.00	11,844.00
397 ADVANCED PLACEMENT INCENTIVES	0.00	55.00	55.00
410 STATE TEXTBOOK FUND	36,761.25	24,160.00	-12,601.25
429 STATE FUNDED SPECIAL REVENUE	0.00	2,100.00	2,100.00
455 SHARS-MEDICAID	1,167.83	1,008,483.00	1,007,315.17
461 CAMPUS ACTIVITY FUND	263.70	37,446.00	37,182.30
599 DEBT SERVICE	82,108.75	3,598,161.00	3,516,052.25
753 INSURANCE FUND	1,987.78	1,760.00	-227.78
880 CUSTODIAL FUND - SCHOLARSHIPS	1,308.78	27,594.00	26,285.22
Grand Revenue Totals	9,590,074.17	54,374,236.00	44,784,161.83

Number of Accounts: 97

***** End of report *****

Fnd Fnd	Expended	Encumbered	2022-2023	
			Budget	Balance
180 CO-CURRICULAR	396,168.20	34,225.47	1,308,327.00	877,933.33
199 GENERAL FUND	8,043,283.76	189,117.60	33,749,000.00	25,516,598.64
211 TITLE I, PART A	239,167.74	9,181.25	1,058,974.00	810,625.01
224 IDEA-B FORMULA	242,575.36	25,550.00	0.00	-268,125.36
225 IDEA-B PRESCHOOL	4,907.97	0.00	0.00	-4,907.97
240 FOOD SERVICE	446,937.31	5,701.73	2,238,912.00	1,786,272.96
244 CARL PERKINS BASIC FORM. GRANT	19,087.42	11,545.75	56,834.00	26,200.83
255 TITLE II, PART A-SUP EFF INSTR	43,162.83	4,509.98	163,417.00	115,744.19
263 Title III, PART A-ELA	9,624.66	899.70	64,134.00	53,609.64
266 ESSER GRANT	213.36	0.00	396,407.00	396,193.64
270 TITLE V,B,SP 2, RLIS	7,394.56	0.00	70,351.00	62,956.44
281 ESSER II PPRP	1,147,780.98	378,825.03	3,331,627.00	1,805,020.99
282 ESSER III	793,063.03	0.00	6,927,376.00	6,134,312.97
289 FEDERALLY FUNDED SPECIAL REV	16,380.10	0.00	95,188.00	78,807.90
364 IDEA PART B, FORMULA ARP	16,063.66	0.00	202,086.00	186,022.34
365 IDEA PART B, PRESCHOOL ARP	203.36	0.00	11,844.00	11,640.64
397 ADVANCED PLACEMENT INCENTIVES	0.00	0.00	55.00	55.00
410 STATE TEXTBOOK FUND	37,261.25	0.00	24,160.00	-13,101.25
429 STATE FUNDED SPECIAL REVENUE	0.00	5,305.00	2,100.00	-3,205.00
455 SHARS-MEDICAID	5,289.58	0.00	1,008,483.00	1,003,193.42
461 CAMPUS ACTIVITY FUND	1,352.84	4,226.67	37,446.00	31,866.49
599 DEBT SERVICE	0.00	0.00	3,598,161.00	3,598,161.00
880 CUSTODIAL FUND - SCHOLARSHIPS	-1,000.00	0.00	9,300.00	10,300.00
Grand Expense Totals	11,468,917.97	669,088.18	54,354,182.00	42,216,175.85

Number of Accounts: 1962

***** End of report *****

Fnd T Fn Obj Sb Org F Pr L L2 Obj	2022-2023	YTD	Encumbered	Unencumbered
	BUDGET	EXPENDED	Amount	Balance
XXX E 00 ---- - - - - - - - - - -	886,282.00	0.00	0.00	886,282.00
XXX E 11 ---- - - - - - - - - - -	30,027,960.00	5,831,133.13	46,554.05	24,150,272.82
XXX E 12 ---- - - - - - - - - - -	1,770,805.00	467,124.73	101,518.57	1,202,161.70
XXX E 13 ---- - - - - - - - - - -	483,948.00	75,430.57	12,110.12	396,407.31
XXX E 21 ---- - - - - - - - - - -	254,075.00	86,057.94	103.92	167,913.14
XXX E 23 ---- - - - - - - - - - -	2,340,451.00	553,441.66	1,772.97	1,785,236.37
XXX E 31 ---- - - - - - - - - - -	739,970.00	272,575.37	1,389.98	466,004.65
XXX E 33 ---- - - - - - - - - - -	405,288.00	91,441.89	814.32	313,031.79
XXX E 34 ---- - - - - - - - - - -	1,274,016.00	511,348.92	18,340.79	744,326.29
XXX E 35 ---- - - - - - - - - - -	2,262,312.00	450,612.31	5,701.73	1,805,997.96
XXX E 36 ---- - - - - - - - - - -	1,341,128.00	407,290.82	34,764.50	899,072.68
XXX E 41 ---- - - - - - - - - - -	1,510,052.00	356,715.26	3,028.14	1,150,308.60
XXX E 51 ---- - - - - - - - - - -	6,806,375.00	2,089,334.66	411,602.79	4,305,437.55
XXX E 52 ---- - - - - - - - - - -	63,016.00	18,723.81	5,305.00	38,987.19
XXX E 53 ---- - - - - - - - - - -	204,956.00	117,708.93	531.30	86,715.77
XXX E 61 ---- - - - - - - - - - -	51,942.00	1,795.00	0.00	50,147.00
XXX E 71 ---- - - - - - - - - - -	3,714,010.00	113,632.97	0.00	3,600,377.03
XXX E 93 ---- - - - - - - - - - -	0.00	25,550.00	25,550.00	-51,100.00
XXX E 97 ---- - - - - - - - - - -	208,296.00	0.00	0.00	208,296.00
Grand Expense Totals	54,344,882.00	11,469,917.97	669,088.18	42,205,875.85

Number of Accounts: 1953

***** End of report *****

**December 12, 2022 BOARD MEETING
2022-2023 TAX COLLECTIONS
AS OF OCTOBER 31, 2022**

MAINTENANCE & OPERATIONS						
	LEVY	MONTHLY ACTIVITY	PRIOR ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	\$ 11,407,590.00	\$ 117,268.38		\$ 117,268.38	\$ 11,290,321.62	1.03%
DELINQUENT TAXES	\$ 283,388.00	\$ 54,341.89	\$ 44,750.59	\$ 99,092.48	\$ 184,295.52	34.97%
PENALTY & INTEREST	\$ 200,290.00	\$ 16,085.74	\$ 16,552.50	\$ 32,638.24	\$ 167,651.76	16.30%
GRAND TOTAL	\$ 11,891,268.00	\$ 187,696.01	\$ 61,303.09	\$ 248,999.10	\$ 11,642,268.90	2.09%

0

INTEREST & SINKING						
	LEVY	MONTHLY ACTIVITY	PRIOR ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	\$ 3,445,627.00	\$ 35,420.56		\$ 35,420.56	\$ 3,410,206.44	1.03%
DELINQUENT TAXES	\$ 87,755.00	\$ 18,475.43	\$ 14,668.59	\$ 33,144.02	\$ 54,610.98	37.77%
PENALTY & INTEREST	\$ 61,647.00	\$ 5,080.69	\$ 5,144.06	\$ 10,224.75	\$ 51,422.25	16.59%
GRAND TOTAL	\$ 3,595,029.00	\$ 58,976.68	\$ 19,812.65	\$ 78,789.33	\$ 3,516,239.67	2.19%



BOARD OF TRUSTEES
Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, Consider, and Take Any Necessary Action Regarding the Water/Electricity/Gas Reports

RECOMMENDED ACTION: It is recommended that the Water/Electricity/Gas Reports be approved as presented.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

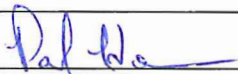
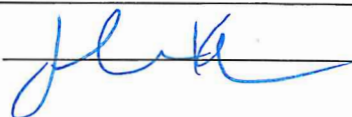
OVERVIEW:

See attached utility reports.

FISCAL IMPACT: Variable cost to District

ATTACHMENTS: Water/Electricity/Gas Reports

DEPARTMENT(S) SUBMITTING FORM: Business and Finance

DEPARTMENT SIGNATURE/APPROVAL:  

Water

2015-2016	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,756.59	2,569.46	2,053.89	2,060.25	2,039.80	1,274.43	1,654.41	2,041.42	1,740.43	1,027.42	786.43	1,492.43	21,996.96
Junior High	1,189.08	1,232.27	1,716.51	1,154.41	802.60	747.60	761.30	774.65	693.27	1,129.25	794.57	791.09	11,281.60
Travis	1,245.64	2,276.27	1,804.49	1,689.91	1,742.52	1,304.50	1,493.51	1,516.52	1,410.50	805.51	580.52	1,174.26	17,044.65
Houston	2,348.96	2,947.27	1,618.26	1,399.30	1,059.91	1,318.92	1,472.92	1,542.92	1,442.90	632.90	678.35	1,093.91	17,506.52
Lamar	1,288.38	3,672.70	853.20	809.74	662.51	811.78	745.60	836.94	836.51	1,411.26	6,501.36	797.17	19,294.05
DSC	792.01	742.70	792.87	845.07	573.10	851.54	711.10	792.87	766.09	752.27	978.96	928.35	
Athletics	4,399.92	6,726.55	1,804.00	1,477.44	981.19	1,242.67	1,077.14	1,282.62	1,034.73	2,843.80	3,447.24	2,789.21	29,106.51
Transportation	147.86	119.86	107.13	113.50	89.92	205.90	81.90	92.91	82.91	115.90	68.91	101.90	1,328.60
Total	14,168.44	20,797.58	10,750.35	9,609.62	7,951.55	8,254.84	7,997.88	8,774.92	7,926.35	8,732.63	13,559.45	9,219.13	127,287.24

2016-2017	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,877.42	1,777.42	1,698.70	2,135.78	1,843.91	1,765.39	1,674.40	1,722.63	1,788.27	1,068.37	1,872.41	1,460.98	20,785.68
Junior High	2,050.48	2,860.17	900.61	1,011.92	818.24	790.29	723.68	775.94	834.74	411.48	418.81	713.62	12,309.98
Travis	1,824.52	1,688.50	1,637.84	1,511.64	1,998.99	1,711.70	1,534.53	1,776.86	1,550.54	741.43	578.90	431.58	16,986.63
Houston	1,610.92	1,643.91	1,893.61	1,094.36	1,555.11	1,481.16	1,520.73	1,717.46	1,702.66	559.10	548.84	1,744.47	16,584.73
Lamar	1,511.84	938.82	889.93	701.45	998.88	884.41	984.86	945.88	371.53	317.14	816.75	10,350.22	
DSC	758.88	769.10	791.64	780.36	776.25	770.10	770.99	788.43	798.69	741.23	695.07	770.99	9,211.73
Athletics	2,903.21	2,180.50	1,555.99	1,027.56	1,730.00	951.04	1,344.57	1,160.79	1,205.29	2,066.10	1,488.66	1,885.77	19,499.98
Transportation	89.92	97.90	127.61	87.60	99.91	107.10	95.67	95.67	93.62	97.72	77.20	103.88	1,173.80
Total	12,627.19	11,856.32	9,495.93	8,350.67	9,924.29	8,565.51	8,558.98	9,022.44	8,919.99	6,056.96	5,996.43	7,428.04	106,902.75

2017-2018	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,793.41	2,002.35	2,077.96	1,357.11	2,761.64	1,630.65	4,459.94	1,791.19	1,604.97	1,052.63	980.76	1,475.33	22,982.94
Junior High	894.63	1,124.27	823.31	667.31	825.28	982.72	482.65	759.68	574.70	365.66	420.75	756.47	8,677.43
Travis	2,956.57	1,769.29	2,275.21	1,914.74	2,791.32	2,879.13	2,053.84	2,709.42	1,726.97	609.72	452.08	458.42	22,095.21
Houston	1,725.66	2,328.61	1,851.37	1,746.70	2,122.29	2,861.84	1,213.47	1,776.32	1,488.54	879.84	841.05	1,409.21	20,284.90
Lamar	992.25	1,041.73	908.43	755.02	942.28	942.28	885.15	1,018.46	984.60	630.18	460.89	891.49	10,452.76
DSC	746.37	798.89	831.23	814.75	834.86	796.77	844.23	798.89	845.44	831.04	828.51	809.47	9,780.45
Athletics	2,601.71	2,375.07	1,532.22	1,924.56	1,312.88	1,348.02	1,375.72	1,374.17	1,348.06	2,033.00	1,671.53	2,920.34	21,267.28
Transportation	107.99	120.25	113.03	109.67	113.91	114.96	118.14	120.25	117.84	116.03	459.87	111.79	1,718.73
Total	11,818.59	11,560.46	10,452.76	9,284.36	11,704.46	11,556.37	11,432.14	9,798.38	8,686.12	6,518.10	6,115.44	8,832.52	117,759.70

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,035.85	1,841.10	1,632.61	1,576.98	1,745.54	2,020.16	1,685.36	2,035.33	1,640.82	915.49	713.22	1,391.03	19,233.49
Junior High	1,852.81	1,436.34	1,119.09	1,098.72	1,319.40	1,748.03	1,258.32	1,243.90	1,069.90	757.09	734.00	1,282.05	15,149.74
Travis	3,238.70	2,257.94	2,662.61	1,886.65	1,992.11	1,912.15	1,478.83	2,002.55	1,544.75	825.01	1,023.99	1,609.64	21,841.13
Houston	1,805.94	1,777.39	1,613.69	1,622.97	1,861.73	1,672.80	1,434.05	1,794.50	1,502.44	847.60	897.43	1,606.73	18,437.27
Lamar	1,173.98	1,230.05	1,103.44	1,033.90	1,103.44	1,239.05	1,051.29	1,339.88	1,083.74	574.93	600.43	1,244.83	12,778.96
DSC	850.72	874.00	905.79	944.04	979.97	964.70	999.67	1,034.44	1,002.44	941.67	802.85	768.63	11,068.92
Athletics	2,097.28	1,914.95	1,798.22	1,477.44	1,437.23	1,436.62	1,427.63	1,491.29	1,447.04	1,331.90	1,341.56	3,890.43	21,080.99
Transportation	126.60	135.05	139.64	150.08	165.13	160.50	205.71	186.00	163.97	162.82	167.45	184.85	1,847.80
Total	13,181.88	11,664.82	10,381.09	9,785.78	10,604.64	11,173.41	9,551.86	11,127.89	9,450.10	6,356.51	6,280.13	11,978.19	121,538.30

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,866.40	2,147.15	1,780.27	1,513.98	1,707.02	1,872.26	885.08	702.67	1,032.72	629.04	613.02	1,271.69	16,077.30
Junior High	1,603.39	2,624.26	1,027.81	819.54	943.91	1,121.78	650.49	502.94	471.09	826.08	627.80	1,096.43	12,315.52
Travis	1,668.76	2,786.04	1,648.91	1,948.28	1,637.02	1,892.45	1,205.79	845.82	603.47	924.23	675.94	1,514.66	17,351.37
Houston	2,017.02	2,197.82	2,266.41	1,651.03	2,145.23	2,151.17	2,136.91	426.19	1,002.37	1,112.86	1,319.57	1,552.42	19,979.00
Lamar	1,692.21	1,527.63	1,580.20	1,007.58	1,157.27	1,241.62	570.40	419.52	420.71	443.28	487.24	880.47	11,428.13
DSC	821.40	853.85	833.39	813.99	876.00	540.56	381.37	359.37	358.79	338.60	350.48	489.47	6,837.27
Athletics	2,409.03	2,148.83	1,689.16	1,531.17	1,493.16	1,534.38	1,398.14	1,357.39	1,411.05	1,397.33	1,481.61	2,762.80	20,614.05
Transportation	209.18	216.13	211.19	229.02	218.34	232.58	211.21	210.01	213.58	219.52	236.15	265.84	2,672.75
Total	12,387.39	14,501.71	10,987.84	9,534.59	9,577.95	10,587.30	7,439.39	4,823.91	5,518.78	5,890.94	5,791.81	9,833.78	107,275.39

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,706.46	1,733.80	1,646.64	1,322.04	1,464.25	1,445.60	1,687.31	1,857.03	2,195.34	1,093.67	958.10	1,689.35	18,800.59
Junior High	1,038.88	947.49	883.72	796.12	1,287.90	1,981.24	964.53	1,024.66	972.29	646.54	510.89	954.35	12,008.61
Travis	2,010.06	2,228.48	1,994.75	1,491.09	1,776.98	1,613.99	2,390.21	2,458.34	2,276.65	927.28	749.60	1,913.76	21,830.69
Houston	2,158.30	429.75	1,571.43	2,071.10	2,379.21	1,849.32	1,874.70	671.48	460.71	537.89	502.63	768.50	15,275.52
Lamar	1,197.67	1,291.51	1,427.16	912.80	1,098.51	1,047.73	1,241.45	1,425.34	1,381.73	578.79	454.54	994.29	13,051.52
DSC	410.43	654.61	373.07	354.37	399.10	384.41	409.81	410.49	432.50	387.07	357.69	381.04	4,948.54
Athletics	1,845.97	1,733.82	2,193.89	1,707.03	1,899.54	1,576.83	1,977.06	1,930.79	1,970.25	1,785.48	1,934.81	2,621.30	24,216.77
Transportation	261.09	281.29	254.47	245.10	245.12	242.44	261.14	263.81	261.14	326.61	162.28	246.46	3,050.95
Total	10,628.86	9,300.75	10,345.13	8,989.60	10,551.11	11,091.56	10,800.21	10,041.94	9,951.61	6,283.33	5,630.54	9,568.55	113,183.19

2021-2022	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,339.79	2,493.16	2,228.00	2,181.86	2,794.16	2,386.10	2,609.90	2,857.49	3,671.42	1,764.86	1,785.27	2,087.82	29,199.81
Junior High	1,571.80	1,590.57	1,613.19	1,861.45	1,121.11	1,620.86	1,222.66	1,241.69	1,302.94	655.54	625.70	1,439.27	16,866.78
Travis	2,963.35	2,698.82	2,756.45	3,703.37	3,441.66	1,829.39	1,678.94	1,769.01	387.32	366.22	370.44	374.66	22,339.63
Houston	1,019.67	1,014.33	674.94	517.37	515.96	321.95	223.57	730.60	269.99	209.49	213.71		

Electricity

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	20,022.10	16,004.47	13,985.43	12,571.13	12,701.49	14,411.68	12,722.34	15,478.05	16,871.46	16,597.18	16,815.57	21,528.40	189,709.30
MW Academy	271.21	199.10	147.85	123.84	117.57	137.82	115.46	184.26	243.02	289.49	384.65	435.73	2,650.00
Junior High	9,384.43	7,000.42	6,821.27	6,855.84	7,901.36	7,526.86	7,038.19	5,739.45	6,327.74	6,681.61	7,309.58	9,250.23	87,836.98
Travis	7,750.05	5,803.50	4,647.11	4,279.74	4,326.99	4,907.85	4,562.72	4,047.71	4,860.13	4,904.84	5,677.17	7,328.97	63,096.78
Houston	5,227.47	3,728.27	2,557.39	2,096.01	2,535.17	2,723.18	2,449.58	2,376.43	2,911.73	3,060.62	3,632.95	4,734.33	38,033.13
Lamar	8,104.29	6,576.67	4,852.09	3,548.17	4,534.93	5,165.77	4,518.18	4,867.48	5,657.92	5,789.92	5,903.56	7,245.77	66,764.75
DSC	3,203.42	2,410.42	1,672.48	1,608.66	1,729.17	1,870.30	1,609.06	1,868.75	2,232.64	2,892.74	3,161.22	3,854.53	28,113.39
Athletics	5,674.74	5,015.86	4,313.50	4,735.02	5,527.09	7,066.19	6,109.50	4,774.90	3,508.63	3,365.80	3,367.34	4,546.34	58,004.91
Transportation	479.19	473.59	505.78	648.24	747.52	678.67	624.23	453.65	411.95	371.73	402.51	517.93	6,314.99
Total	60,116.90	47,212.30	39,502.90	36,466.65	40,121.29	44,488.32	39,749.26	39,790.68	43,025.22	43,953.93	46,654.55	59,442.23	540,524.23

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	22,679.97	19,582.17	14,311.84	14,530.53	431.71	no invoice	38,170.15	21,743.55	10,986.18	12,724.20	14,295.02	17,472.72	186,928.04
MW Academy	444.46	338.01	193.69	376.97	167.87	due to credits	398.06	338.26	272.07	336.76	436.04	440.20	3,742.39
Junior High	10,178.17	8,220.93	7,173.69	14,064.87	14,145.87	see Jan stmt	15,144.03	7,514.17	3,604.14	5,791.60	6,286.20	8,596.11	100,719.78
Travis	8,256.19	6,412.48	4,595.62	9,113.66	9,178.84		8,617.57	4,090.81	3,092.05	4,367.65	5,317.18	6,929.66	69,971.71
Houston	5,345.56	4,378.75	2,817.25	5,459.31	(23,828.38)		(23,101.16)	(25,709.88)	2,036.35	3,154.19	3,826.27	4,522.97	(41,098.77)
Lamar	8,169.94	6,962.42	5,196.58	9,543.70	8,790.10		11,561.93	8,416.85	4,556.69	4,894.83	5,665.99	6,924.68	80,683.71
DSC	3,603.12	2,862.11	1,748.93	3,507.88	3,457.80		3,875.85	2,371.70	1,878.50	2,531.42	3,183.80	3,520.32	32,541.43
Athletics	5,273.56	5,363.28	6,261.44	11,393.38	4,663.76		13,942.82	7,023.54	2,217.78	2,932.28	3,190.79	3,786.40	66,049.03
Transportation	552.56	568.54	740.84	1,462.66	712.99		1,280.45	1,253.73	276.60	425.11	554.09	554.94	8,382.51
Total	64,503.53	54,688.69	43,039.88	69,452.96	17,720.56	-	69,889.70	27,042.73	28,920.36	37,158.04	42,755.38	52,748.00	507,919.83

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	18,672.72	14,702.00	16,373.27	9,863.01	11,020.00	11,357.87	11,092.58	12,504.06	14,491.08	14,943.71	15,197.20	17,169.11	167,386.61
MW Academy	284.88	193.34	126.78	113.95	99.36	109.22	136.17	205.01	201.22	318.93	331.30	360.65	2,480.81
Junior High	9,278.42	6,943.37	7,274.86	6,372.17	7,097.54	8,392.06	5,797.66	5,485.33	6,405.18	6,870.01	6,805.28	8,208.69	84,930.57
Travis	7,211.69	4,953.92	4,749.05	3,774.89	4,131.29	4,625.14	3,607.65	3,907.08	4,552.03	4,651.64	4,916.34	6,125.06	57,205.78
Houston	5,038.23	3,274.40	2,816.47	2,128.61	2,200.64	2,351.14	2,179.62	2,284.18	2,862.05	3,486.07	3,760.01	6,030.67	38,412.09
Lamar	7,565.80	4,777.35	7,182.65	3,183.70	3,512.36	4,020.25	3,408.77	3,886.53	4,863.91	5,813.56	5,610.03	4,340.51	58,165.42
DSC	2,950.93	2,245.38	1,900.42	1,421.65	1,503.54	1,457.21	1,347.26	1,555.41	1,754.58	2,490.26	2,697.42	2,954.99	24,279.05
Athletics	6,740.46	5,573.00	5,203.78	5,758.56	5,224.56	7,803.15	6,056.18	5,349.19	4,377.04	4,283.78	3,822.51	4,680.85	64,873.06
Transportation	498.07	509.52	676.65	625.87	648.57	773.83	510.41	534.40	394.35	482.05	531.32	557.08	6,742.12
Total	58,241.20	43,172.28	46,303.93	33,242.41	35,437.86	40,889.87	34,136.30	35,711.19	39,901.44	43,340.01	43,671.41	50,427.61	504,475.51

2021-2022	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	23,818.74	16,129.45	14,900.96	13,689.20	14,570.08	14,862.69	14,588.07	18,728.04	21,068.43	20,114.63	19,384.76	20,276.08	212,131.13
MW Academy	271.30	191.55	170.32	164.44	172.12	173.57	148.27	169.00	221.33	221.23	246.65	248.65	2,398.43
Junior High	9,914.99	7,478.83	6,734.43	6,135.46	7,793.75	8,309.59	7,877.54	6,505.79	7,647.38	7,396.75	8,249.87	9,022.37	93,066.75
Travis	6,715.50	5,211.05	4,369.68	3,955.09	4,222.90	4,632.91	4,419.35	4,367.23	5,983.72	5,294.67	6,217.55	7,403.50	62,793.15
Houston	5,077.31	3,658.97	2,999.58	2,445.22	2,532.47	2,724.95	2,511.84	3,031.15	4,215.30	4,059.72	4,461.80	5,029.44	42,747.75
Lamar	6,595.42	5,184.84	4,510.72	4,120.23	4,032.15	3,565.64	3,529.48	4,613.65	6,143.06	6,017.55	6,940.22	7,631.06	62,884.02
DSC	2,994.60	2,277.19	2,035.15	1,669.48	1,559.88	1,500.94	1,456.47	1,843.72	2,424.74	2,870.28	3,656.93	3,718.98	28,008.36
Athletics	798.70	7,052.23	5,986.71	5,894.56	8,067.09	8,494.95	8,534.19	6,156.99	4,333.43	5,796.87	3,862.25	4,537.03	69,515.00
Transportation	596.28	564.94	523.03	671.40		1,461.26	661.42	502.39	423.22	478.50	481.59	474.79	6,838.82
Total	56,782.84	47,749.05	42,230.58	38,745.08	42,950.44	45,726.50	43,726.63	45,917.96	52,460.61	52,250.20	53,501.62	58,341.90	580,383.41

2022-2023	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	19,533.27	17,005.63											36,538.90
MW Academy	198.77	161.86											360.63
Junior High	8,392.02	6,800.67											15,192.69
Travis	6,909.16	5,374.88											12,284.04
Houston	4,916.77	3,425.24											8,342.01
Lamar	6,801.19	5,327.15											12,128.34
DSC	3,208.13	2,385.87											5,594.00
Athletics	6,847.35	6,387.49											13,234.84
Transportation	462.45	535.20											997.65
Total	57,269.11	47,403.99											104,673.10

Gas

2015-2016	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	551.84	876.92	811.28	3,194.39	4,208.18	4,040.01	1,377.14	736.38	423.32	319.76	244.71	374.89	17,058.82
MW Academy	42.55	42.55	42.55	79.84	90.58	103.41	60.93	48.73	43.42	47.55	43.56	42.55	683.22
Junior High	142.55	226.20	566.12	3,189.08	3,424.80	4,077.63	1,607.25	1,021.59	366.05	224.31	158.07	110.35	15,114.00
Travis	151.31	204.21	469.25	1,021.22	2,598.33	2,675.07	1,318.27	566.16	209.93	124.67	104.21	110.55	10,446.23
Houston	126.29	188.27	251.28	1,116.70	1,573.45	1,877.81	915.62	381.99	144.06	131.26	105.11	106.55	6,921.19
Lamar	181.92	247.21	1,023.00	3,139.21	3,676.37	3,066.41	1,095.53	476.27	165.35	87.22	55.40	51.82	13,211.21
DSC	46.22	48.51	202.30	1,897.68	1,703.64	1,598.46	644.44	240.37	114.28	68.93	58.09	59.97	6,182.89
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	52.36	48.51	56.51	727.89	1,034.43	972.76	693.35	105.41	85.59	88.71	90.35	96.15	4,057.07
Total	1,338.09	1,925.93	3,467.84	14,809.11	18,352.33	18,453.91	7,705.58	3,570.89	1,585.55	1,174.96	907.05	945.38	74,181.62

2016-2017	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	604.99	973.81	2,123.93	4,204.14	5,986.69	4,607.88	2,605.42	1,593.29	584.71	313.63	228.21	348.17	24,184.87
MW Academy	42.55	44.25	42.55	107.92	185.50	176.77	128.27	77.07	43.58	42.55	43.73	42.55	927.30
Junior High	183.91	262.38	527.74	2,586.04	3,696.92	4,908.83	1,805.30	772.50	447.72	347.24	192.35	86.83	15,817.76
Travis	149.29	194.26	351.21	2,030.50	3,476.95	2,773.33	1,039.06	474.97	246.93	164.07	117.23	114.43	11,132.23
Houston	151.95	192.24	309.48	255.98	446.91	359.19	194.99	90.51	86.03	85.10	85.10	85.10	2,842.58
Lamar	129.85	348.88	1,841.96	2,937.79	4,189.53	2,884.89	1,500.08	499.31	246.27	87.76	42.91	59.44	14,263.65
DSC	42.89	50.63	41.98	1,238.59	2,142.99	1,616.62	215.08	299.26	205.88	139.89	85.85	46.95	6,696.31
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	96.04	107.23	164.70	876.59	1,630.72	1,389.34	280.51	134.65	88.79	74.14	63.51	44.02	4,899.74
Total	1,449.02	2,214.23	4,995.60	14,739.10	21,797.74	18,729.40	8,311.26	3,077.05	2,002.17	1,292.93	906.44	870.04	81,275.98

2017-2018	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	615.95	740.47	1,026.91	3,569.45	7,600.59	5,612.48	2,846.87	759.23	569.07	213.11	373.85	430.89	24,358.87
MW Academy	42.55	42.55	63.93	127.50	308.31	187.05	147.66	72.57	55.69	42.55	43.93	42.55	1,166.84
Junior High	169.62	220.76	844.47	2,851.06	4,403.41	4,533.34	2,365.45	243.79	223.61	217.34	217.34	186.68	18,668.97
Travis	143.38	167.96	498.06	2,140.69	4,670.36	3,087.28	2,017.47	818.30	446.94	271.96	302.01	292.44	14,856.86
Houston	85.10	85.10	114.81	301.84	501.29	5,862.55	1,316.94	523.74	271.86	130.19	117.73	130.80	9,441.95
Lamar	111.95	160.16	476.27	1,714.44	4,128.15	3,104.00	1,624.58	708.62	281.09	82.49	76.37	97.72	12,565.84
DSC	46.92	56.96	316.45	1,404.65	2,777.14	2,189.25	1,058.18	340.53	172.98	66.93	65.38	67.04	8,562.41
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	44.01	44.35	364.71	1,154.11	1,602.85	1,175.52	420.04	134.63	107.77	76.66	75.18	76.83	5,226.16
Total	1,296.04	1,518.31	3,705.11	13,058.74	26,992.10	25,696.47	11,792.19	4,621.20	2,368.94	1,127.68	1,278.06	1,375.61	94,830.45

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	663.89	624.07	1,674.62	4,148.47	6,827.47	5,923.24	4,435.73	1,406.14	337.42	288.36	293.75	242.42	26,863.58
MW Academy	42.55	54.78	123.88	304.70	362.89	283.53	248.16	130.12	87.81	91.57	80.26	80.26	1,805.25
Junior High	241.49	550.95	1,278.47	3,283.51	4,222.67	3,197.52	2,510.40	961.55	159.99	261.28	180.92	92.96	16,941.71
Travis	181.39	403.37	1,339.50	3,160.76	4,000.28	3,391.25	2,571.39	853.66	69.12	231.18	201.06	174.75	16,572.31
Houston	191.14	284.27	881.11	2,365.71	2,912.38	2,288.64	1,857.70	668.57	58.68	209.10	180.27	163.10	12,069.27
Lamar	252.52	482.74	1,695.63	3,456.13	3,551.56	2,664.21	2,135.88	669.21	105.24	155.07	126.62	85.23	15,421.54
DSC	67.40	164.95	830.08	1,721.29	2,210.28	2,162.66	1,648.35	418.15	106.89	156.65	110.63	84.15	9,731.48
Transportation	75.68	200.57	427.34	1,170.85	2,180.86	1,786.57	1,281.68	386.59	26.63	119.39	105.24	80.26	7,841.66
Total	1,713.86	2,765.65	8,250.63	19,661.42	26,308.39	21,696.22	16,689.09	5,494.49	865.47	1,503.84	1,300.06	1,003.13	107,252.25

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	464.81	625.18	1,526.98	7,010.89	4,466.58	3,507.60	1,946.76	50.13	81.26	80.26	77.72	78.94	19,577.74
MW Academy	80.76	81.62	116.46	296.18	224.72	186.79	122.41	50.13	81.26	80.26	77.72	78.94	1,476.60
Junior High	142.74	271.36	580.81	3,433.80	2,825.23	2,115.85	654.97	347.04	277.84	195.09	194.74	260.13	11,229.30
Travis	192.36	273.34	616.99	4,652.23	3,111.89	2,707.19	1,530.91	391.33	211.26	180.41	176.29	177.97	14,183.17
Houston	219.09	247.48	526.45	2,964.78	1,801.49	1,516.39	724.71	316.08	183.32	172.28	156.63	171.71	9,000.41
Lamar	120.35	147.06	618.99	4,783.68	1,249.52	1,688.13	890.36	322.54	87.41	82.59	77.22	100.25	10,168.60
DSC	81.54	81.87	326.05	2,127.94	1,769.88	1,338.12	526.54	154.62	152.94	143.43	139.44	151.56	6,993.93
Transportation	81.54	87.33	382.81	1,852.51	1,294.77	975.09	533.94	141.70	100.51	103.67	91.96	91.64	5,742.47
Total	1,382.69	1,710.24	4,695.54	27,132.01	16,721.68	14,036.16	6,932.60	1,723.44	1,045.04	957.73	914.50	1,060.99	78,362.62

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	297.20	1,344.73	2,438.19	6,218.04	5,158.02	7,417.69	2,340.61	788.08	563.32	290.77	189.71	492.62	27,568.57
MW Academy	78.31	120.49	227.60	327.49	293.46	259.32	198.64	47.90	85.44	110.60	109.09	109.09	1,937.49
Junior High	193.28	247.38	1,588.53	2,981.87	2,951.05	3,649.25	1,644.94	555.17	433.29	279.07	303.24	392.59	15,219.56
Travis	179.08	269.96	2,049.26	4,396.13	3,417.63	4,215.44	1,359.11	410.30	271.24	172.89	232.25	277.88	12,751.17
Houston	179.67	566.94	1,334.29	2,138.18	2,486.13	3,011.99	1,230.62	373.62	270.14	199.87	260.62	296.60	12,347.47
Lamar	112.69	680.06	1,953.33	4,270.46	3,252.19	4,754.40	1,037.44	372.64	188.96	112.64	107.78	151.42	17,058.81
DSC	113.90	495.28	1,135.52	2,109.58	2,474.40	2,972.82	665.70	219.11	126.57	168.17	199.58	204.40	10,955.03
Transportation	113.63	572.83	1,248.58	1,636.42	1,547.22	1,437.43	624.59	387.95	175.24	104.70	127.81	128.04	8,104.44
Total	1,267.65	5,307.67	11,985.39	24,048.17	21,720.10	27,738.34	9,101.05	3,109.17	2,184.20	1,396.67	1,531.49	2,052.64	111,442.54

2021-2022	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	793.89	1,007.48	2,358.19	7,490.34	7,750.28	8,307.96	3,800.23	6,344.93	562.20	423.69	457.13	978.53	40,274.85
MW Academy	109.33	113.06	138.11	252.67	322.42	364.83	245.82	89.06	109.27	111.44	109.81	109.75	2,026.07
Junior High	477.08	788.46	2,164.93	3,400.41	3,777.03	4,150.81	2,122.82	1,603.33	446.82	397.52	391.98	600.56	20,327.65
Travis	335.36	532.74	2,449.02	3,874.72	4,165.75	4,574.51	2,680.63	1,282.78					



BOARD OF TRUSTEES
Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, Consider, and Take Any Necessary Action Regarding the Minutes of the November 14, 2022 Regular Meeting, and Minutes of the November 30, Team of 8 Meeting of the Board.

RECOMMENDED ACTION: It is recommended that the November 14, 2022 Minutes and November 30, 2022 Minutes be approved as presented.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable): BE(LOCAL)

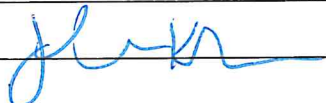
OVERVIEW:

Review and approve minutes from November 14, 2022, and November 30, 2022 Meetings of the Board of Trustees.

FISCAL IMPACT: N/A

ATTACHMENTS: Minutes

DEPARTMENT(S) SUBMITTING FORM: Superintendent

DEPARTMENT SIGNATURE/APPROVAL: 

**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

SUBJECT: Minutes of Team of Eight Training

LOCATION: District Services Complex

DATE: November 30, 2022

TIME: 5:00 p.m.

Presiding Officer.....Maria Jones, President

BOARD MEMBERS PRESENT

Maria Jones, Sunny Lee, Brandon Hons, Joe Ruelas, Greg Malone, Donna Henderson, Laretta Poole

BOARD MEMBERS ABSENT

All members present

CENTRAL ADMINISTRATORS PRESENT

Dr. John Kuhn, Superintendent

MEETING CALLED TO ORDER

Maria Jones, President, called the meeting to order at 5:32 p.m. Let the record show that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 55.

PUBLIC COMMENT

No one registered for public comment.

TEAM OF EIGHT TRAINING

The entire Board of Directors and Superintendent, participated in a Team of Eight Board Training facilitated by Kathy Ferrell of Region 11.

ADJOURNMENT

Upon motion by Greg Malone and a second by Laretta Poole, the meeting was adjourned at 8:15 p.m.

Maria Jones, President

Joe Ruelas, Secretary

sc

**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT
MINERAL WELLS, TEXAS**

SUBJECT: Minutes of Workshop/Regular Board Meeting
PLACE: Boardroom/District Services Complex
DATE: November 14, 2022
TIME: 5:30 p.m.

Board Members Present: Maria Jones, President
Brandon Hons
Donna Henderson
Lauretta Poole
Sunny Lee
Greg Malone

Board Members Absent: Joe Ruelas, Secretary

Central Administrators Present: Dr. John Kuhn, Superintendent
David Tarver, Assistant Superintendent
Angie Myrick, Executive Director of Curriculum & Instruction
Natalie Griffin, Executive Director of Special Programs

Call to Order/Establish Quorum: The regular meeting was called to order at 5:30 p.m. by Maria Jones, President. Let the record show that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted.

Board Workshop/Dinner: The Board workshop started at 5:30 p.m. and ended at 6:11 p.m. No action was taken during the workshop.

Closed Session – Texas Government Code 551.074: The Board adjourned into closed session at 6:11 p.m. The closed session ended at 7:02 p.m. No action was taken in closed session.

Open Session: The Board reconvened in open session at 7:02 p.m.

Prayer: Donna Henderson opened the meeting with prayer.

Pledges – U.S./Texas Flags: The Board led the audience in the Pledges of Allegiance.

Mission & Vision Statements: Greg Malone read the Mission and Vision Statements.

Public Comment No one registered for Public Comment.

President's Report: Maria Jones, President, stated that the Team of Eight Training will be held on November 30, 2022 from 5:30 p.m. to 8:30 p.m.

Special Recognition

Travis Apple Corps Presentation

Angela Pearre was recognized at the Travis Elementary Apple Corps Teacher of the Year. Principal of Travis Elementary, Nichole Gray and several fellow teachers took turns reading accolades and accomplishments of Ms. Pearre. Maria Jones read a Proclamation and Dr. Kuhn presented her with an engraved plaque.

Travis Elementary Spotlight

The Travis Elementary STEM Club was spotlighted at the November meeting. Mrs. Nixon brought along several students and talked about family engagement and the process they went through to create monsters in their STEM Class.

Partners in Education

Karyn Bullock recognized three individuals who volunteer their time at Lamar Elementary. Ashley Harper, Maria Putman, and Catherine Rasberry have donated countless hours of their personal time to help anywhere they are needed at Lamar Elementary. They are very much appreciated by students and staff of Lamar Elementary.

Superintendent's Report:

Enrollment Report

Dr. John Kuhn, Superintendent stated that our attendance for the month of October was 3355. This is the highest we have seen since 2012. We are continuing to see the numbers rise.

Scoreboard Update

Set Hobbs gave a quick review of where we stand on the purchase of a new video scoreboard.

Interactive Flat Panel/CTE Program

Janalee Martin presented a video of students learning and using interactive flat panels. Ethan Lynch and Caeden Barker edited and produced the video that was used.

Intruder Detection Audit

Dr. Kuhn told the board that our Mineral Wells Academy was visited for an intruder detection audit. He informed the board that we passed the audit with no deficiencies. We are continuing to monitor the safety protocols at all campuses.

Libraries and Library of Congress

Cathy Hammond gave an update on all Mineral Wells Campus Library programs. She then told of her adventures of being selected to attend the Library of Congress and what she learned while she was there.

A/C Update

The Enviromatic Project Manager gave an update on the installation of the new A/C units.

Action Items:

Consent Agenda Items:

- A. Monthly Financial Reports and Accounts Payable Listing
- B. Water/Electricity/Gas Reports
- C. Minutes of the September 13, 2022 Regular Meeting and Minutes of the September 26, 2022, Special Called Meeting of the Board
- D. Annual Investment Report

Greg Malone moved and Donna Henderson seconded a motion to approve the consent agenda items as presented. *The motion carried 6-0. (copies attached)*

Discuss, Consider, and Take Any Necessary Action Regarding the Memorandum of Understanding with TEXO ABC AGC, Inc.

Greg Malone moved and Laretta Poole seconded a motion to approve the Memorandum of Understanding with TEXO ABC AGC, Inc. as presented. *The motion carried 6-0.*

Discuss, Consider, and Take Any Necessary Action Regarding District and Campus Improvement Plans

Brandon Hons moved, and Donna Henderson seconded a motion to approve the District and Campus Improvement Plans 2022-2023 as presented. *The motion carried 6-0*

Discuss, Consider, and Take Any Necessary Action Regarding the Donation of \$200.00 to MWHS Football Team in Memory of Vernon Biells

Greg Malone moved and Laretta Poole seconded a motion to approve the Donation of \$200.00 to MWHS Football Team in Memory of Vernon Biells. *The motion carried 6-0.*

**Discuss, Consider, and
Take Any Necessary Action
Regarding the Donation of
Lincoln Multiprocess
Welders**

Maria Jones moved and Greg Malone seconded a motion to approve the Donation of Lincoln Multiprocess Welders. *The motion carried 6-0.*

**Discuss, Consider, and
Take Any Necessary Action
to Allow Narcan to be
Administered on MWISD
Campuses
Information Only**

Brandon Hons moved and Greg Malone seconded a motion to allow Narcan to be administered on MWISD Campuses as presented. *The motion carried 6-0.*

**PUBLIC HEARING: Return
to In-Person Instruction**

A PUBLIC HEARING was held on the Return to In-Person Instruction and Continuity of Services (RIPICS).

Closed Session Items

No items to vote on.

Calendars

The Board was given calendars for the months of November and December 2022.

Adjournment

Upon a motion by Greg Malone and seconded by Laurreta Poole, the meeting was adjourned at 8:49 p.m. *The motion carried 6-0.*

Maria Jones, President

Joe Ruelas, Secretary

sc



BOARD OF TRUSTEES Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, Consider, and Take Any Necessary Action Regarding a Revision to MWISD Board Policy FFAC (LOCAL)

RECOMMENDED ACTION: Approve the revision to MWISD Board Policy FFAC (LOCAL) to allow the possession and use by certain trained MWISD employees of an opioid antagonist medication such as Naloxone on MWISD properties.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable): FFAC (LOCAL); BF (LOCAL)

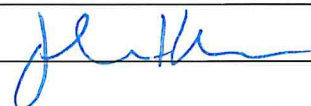
OVERVIEW:

The proposed revisions to FFAC (LOCAL) would permit the storage and use of an opioid antagonist medication (such as the medication commonly referred to as Narcan) by certain trained MWISD staff members. According to the National Institute on Drug Abuse, the number of drug overdose deaths in the US in 2020 reached almost 92,000 persons, an increase of over 20,000 deaths from the previous year, and more than four times the number of overdose deaths in the year 2000. While we at MWISD hope an opioid overdose situation never occurs at one of our facilities, we have hundreds of people on site both for school events and for after-hours events like sporting events. We would rather have NARCAN on hand and never need it, than need it and not have it available for the prompt treatment of an overdose situation. It could very well save a life.

FISCAL IMPACT: Minimal cost, especially if we are able to find grant funding to cover medication cost.

ATTACHMENTS: Proposed FFAC (LOCAL) Update

DEPARTMENT(S) SUBMITTING FORM: Superintendent's office

DEPARTMENT SIGNATURE/APPROVAL: 

PROPOSED REVISIONS 11.15.22

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as provided by this policy, the District shall not purchase medication to administer to a student.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Off Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine auto-injector is available.

*Maintenance,
Availability, and
Training*

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, availability of unassigned epinephrine auto-injectors at each campus, at off-campus events, and while in transit to and from a school event.

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

**Administration of
Opioid Antagonist
Medication**

The District shall purchase and store opioid antagonist medication, such as Naloxone, to assist a person who may be experiencing an opioid-related drug overdose. Only a registered nurse or other designated and trained District employee shall be authorized to administer this medication and may do so only in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

The Superintendent shall develop administrative procedures addressing acquisition, maintenance, expiration, disposal, and availability of opioid antagonist medication in the District, as well as employee training and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

Mineral Wells ISD
182903

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.



BOARD OF TRUSTEES Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, Consider, and Take Any Necessary Action Regarding the Interlocal Bid Agreement: SY 2023-2024 between MWISD and Region 10 Multi-Region Purchasing Cooperative.

RECOMMENDED ACTION: It is recommended that the Board accept the Interlocal Bid Participation Agreement: SY 2023-2024 as presented.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable): CH(LLEGAL)

OVERVIEW:

MWISD and Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) enter into agreement for participation in one or more of the R10MRPC awarded bids. The agreement is a single-term agreement effective July 1, 2023 through June 30, 2024.

FISCAL IMPACT: Participation in Coop bids will provide lower supply cost due to the coop's large quantity buying power.

ATTACHMENTS: Interlocal Bid Participation Agreement: SY 2023-2024

DEPARTMENT(S) SUBMITTING FORM: Child Nutrition Department

DEPARTMENT SIGNATURE/APPROVAL: David Wells [Signature]



ACTION REQUIRED!
Due Date: February 28, 2023

November 15, 2022

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY23-24

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Contracting Entity's Board of Trustees. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term.

This packet includes the complete Interlocal Agreement for Contracting Entities (hereinafter the "CE") participating in the School Nutrition Programs that wish to purchase foodservice products through the R10MRPC formally procured and awarded bids. If the CE does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1st and extends through June 30th of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned on each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services. Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continues to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 512-487-4597. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2023-2024 R10MRPC.

Sincerely,

Keri Warnick
Program Coordinator

Enclosures

INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-11) is to be completed by all contracting entities (CE) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for school year 2023-2024 (July 1, 2023 through June 30, 2024). If completed, a fully executed copy will be returned to the CE and kept on file with R10MRPC.

Each CE wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each CE is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees and returned no later than February 28, 2023. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Please return the entire Agreement fully executed: pages 3-11.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY23-24: INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.

Contracting Parties

<u>Region 10 Education Service Center</u> Fiscal Agent/Coordinating Entity	<u>057-950</u> County District Number	
<u>Mineral Wells ISD</u> District/Contracting Entity (CE)	<u>00889</u> CE County District Number	<u>TX-UNPS CE ID</u>

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a CE may "materially changes the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the CE. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. CEs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each CE represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during

normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the CE.

Primary and Secondary Contact. The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected commodity foods donated by participating

members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement trainings as group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
 - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
 - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
 - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
 - d. Texas Education Code 44.031 relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its CEs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
 - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
 - a. Track and assist CEs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist CEs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - c. Assist CEs with the utilization of carryover pounds to avoid swept inventory.

- d. Provide CEs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
 - e. Make all surveys open to the CEs as surveys are opened by TDA.
 - f. Provide the list of commodity items to CEs for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from CEs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all CEs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
 11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
 12. Provide CEs with procedures for ordering, delivery, and billing.
 13. Mediate problems/concerns between vendors and CEs.
 14. Provide CEs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
 15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
 16. Act ethically always and in accordance with all federal, state, and local guidelines.
 17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

Role of the CE:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following CE execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing on selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.

10. Participate in bid evaluation committees for the bid's that the CE is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, Lunchline Inc., or other) on a regular basis; and report inventory issues to R10MRPC.
 - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - d. The CE shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
 - e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

BID PARTICIPATION SELECTIONS for SY 2023-2024

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/CE, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2023, through June 30, 2024.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each CE member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you "plan" to use during the SY 2023-2024.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, CE members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

<input checked="" type="checkbox"/>	Full-Line Grocery, NOI/FFS Distributor
<input checked="" type="checkbox"/>	USDA Foods For Further Processing
<input checked="" type="checkbox"/>	Milk: Full-Service Delivery
<input type="checkbox"/>	Fresh Bread
<input checked="" type="checkbox"/>	Ice Cream Novelties
<input type="checkbox"/>	Beverages (container)
<input type="checkbox"/>	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

<input type="checkbox"/>	Dispensed Fruit Beverages
<input type="checkbox"/>	Chips & Snacks
<input type="checkbox"/>	Fresh Meats and Produce
<input type="checkbox"/>	Small Wares
<input checked="" type="checkbox"/>	Kitchen Chemicals & Cleaning Supplies
<input type="checkbox"/>	Sanitation Systems & Safety Training
<input type="checkbox"/>	Coffee Bar Products

Please provide us with your district main address as listed on your website or in directory:

Mineral Wells ISD

District Service Complex

District Name

Campus/Bldg. Name

906 SW 5th Ave

Mineral Wells

Tx

76067

Street Number & Name

City

State

Zip Code

**Interlocal Agreement for SY 2023-2024
Signature and Authorization Form**

By signing this page, the CE confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2023, Mineral Wells ISD and the Region 10 Education Service Center/Fiscal District Name/Contracting Entity (CE)

As the authorized Agent for the Board of Trustees of CE, I do hereby execute and enter into this Interlocal Agreement, including Bid Participation, on behalf of CE and intend CE to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

<u>Mineral Wells ISD</u>	<u>11</u>	<u>3371</u>
District/CE Name	ESC Region	2022-2023 Enrollment
<u>6</u>	<u>Palo Pinto</u>	
# Of Participating Campuses	County/Counties in Which Campuses are Located	
<u>David Wells</u>	<u>x</u>	
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact	Date Signed
<u>dwells@mwsd.net</u>		<u>940-327-5133</u>
Email: Primary Contact		Phone: Primary Contact
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
Phone: Secondary Foodservice Contact		

Board of Director Approval: Signature or Attached Meeting Minutes are acceptable.

Maria Jones

Printed Name: Authorized Board Director

x

Signature: Authorized Board Director

Date Signed

Below Area: For Region 10 MRPC Use Only

	<u>Keri Warnick</u>	
R10MRPC Authorized Signature	R10MRPC Contact Person	Date Signed
<u>Program Coordinator</u>	<u>972-348-1448</u>	
Title of Contact Person	Office Phone	

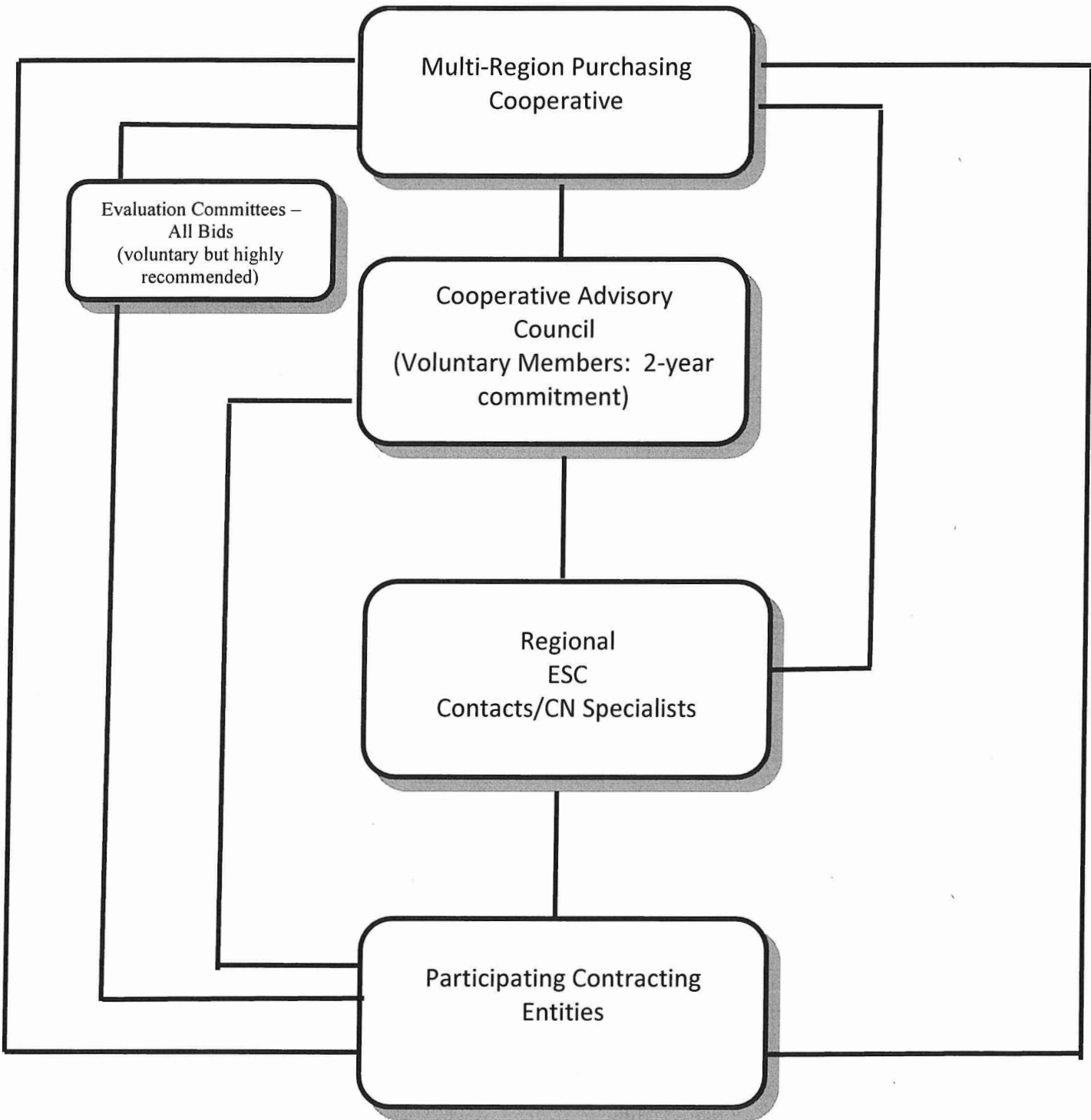
Bids Overview

Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFP's that will be offered in SY23-24 and information if they will be new or renewed.

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	2 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	2 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2022-10	No	New Bid	1 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	3 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2021-04	No	New Bid	1 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to weekly market price	2021-06	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms	3 of 5
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	Yes	Labatt	3 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	3 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	2 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved CEs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	No	New Bid	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2021-03	No	New Bid	1 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac; Sanitech	3 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Pasco, Sam Tell & Son, Strategic Equipment	2 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	1 of 5

Region 10 Education Service Center
Multi-Region Purchasing Cooperative





BOARD OF TRUSTEES Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, consider, and take any necessary action regarding MWISD entering into an agreement with Huntington National Bank to finance the construction of a new video display scoreboard by Daktronics at Ram Stadium.

RECOMMENDED ACTION: It is recommended that the school board approve the financing agreement with Huntington National Bank to finance the Daktronics video board project.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

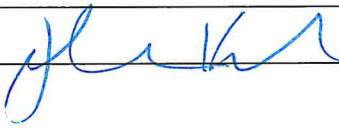
OVERVIEW:

The model for the construction of a new video scoreboard at Ram Stadium includes bank financing, which this agenda item asks you to approve. The payments for the financing will be either completely or partially covered by income from advertising contracts executed between MWISD and businesses that wish to advertise on the new board. All solicited advertising contracts at the highest dollar amount (Anchor level) have been finalized as of today (4 contracts). Several advertising partnerships have been finalized at the secondary (Founding level) and tertiary (Premier level) dollar amount levels, with more in the pipeline. We anticipate selling all advertising and completely covering the cost of the scoreboard, though this is not guaranteed. At the current time, we have \$460,000 fully committed in advertising revenue toward the project, out of an approximate total cost of installation of \$680,000 in principal or approximately \$780,000 with interest costs included. Cash on hand from executed contracts will more than cover the first year's payments, and we anticipate executing additional agreements soon at the Founding and Premier levels. Our expectation is that all advertising will be sold before the board is installed this spring/summer (assuming this agenda item passes tonight and construction begins promptly).

FISCAL IMPACT: best case: no cost to district with new revenue from added stadium rental; worst case: \$320,000 cost to district spread over five years (if zero additional advertising contracts are executed, which is unlikely)

ATTACHMENTS: Lease Purchase Agreement and associated documents

DEPARTMENT(S) SUBMITTING FORM: Athletic Director's office and Superintendent's office

DEPARTMENT SIGNATURE/APPROVAL: 



Mineral Wells Independent School District
906 Southwest 5th Avenue
Mineral Wells, TX 76067

RE: Schedule No. 008-0878809-300 to Master Equipment Lease Purchase Agreement Number 878809L

Dear Sir or Madam:

Thank you for choosing The Huntington National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **Michelle Granich at (614) 331-1892** for assistance. A return FedEx air bill is provided for your convenience.

<u>Document</u>	<u>Action Required</u>
• Master Equipment Lease Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Schedule of Equipment No. 008-0878809-300	Authorized Signature of Lessee
• Attachment 1 to Schedule - Equipment Description	Authorized Signature of Lessee
• Attachment 2 to Schedule - Payment Schedule	Authorized Signature of Lessee
• Lessee's Closing Certificate	Complete all blanks for Titles, Dates and Specimen Signatures of Authorized Signors; Provide contact information for invoicing and 8038
• Lessee's Payment Instructions and Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Essential Use Certificate	Please provide the requested information and obtain Authorized Signature of Lessee
• Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <u>Other Items Needed From Lessee:</u>	<ul style="list-style-type: none">- Lessee's Sales Tax Exemption Certificate- Initial Payment (if applicable) as Indicated on Invoice



MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L

Master Equipment Lease Purchase Agreement Number 878809L Dated December 2, 2022	
"Lessee"	
Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067	
Fax:	E-mail:
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	
Fax: 319-833-4577	E-mail: customerservice@financediv.com

RECITALS:

1. Lessee desires to lease certain property from the Lessor described in the schedules to this Agreement that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules," and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.
2. The relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.
3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement No. 878809L including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

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

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date (a) Lessee hereby authorizes Lessor to fill in on the executed payment scheduled attached to each Schedule, and (b) shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

"Equipment" means the property described in a Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 12.01.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease" means an individual Schedule and this Agreement.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in Section 3.03.

"Lessee" means the entity described as such in the header of this Agreement, its successors and its assigns.

“**Lessor**” means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor’s interest in, to and under that Schedule has not been assigned pursuant to **Section 11.01**, the entity described as such in the header of this Agreement or its successor, or (ii) if Lessor’s interest in, to and under that Schedule has been assigned pursuant to **Section 11.01**, the assignee thereof or its successor.

“**Maximum Lease Term**” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Schedule that is part of that Lease.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“**Purchase Price**” means the amount set forth on any Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment listed on that Schedule.

“**Renewal Terms**” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth in the Schedules on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“**Schedule**” means any schedule to this Agreement, executed from time to time by the parties hereto.

“**State**” means the State of Lessee's organization.

“**Vendor**” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 141-150 thereof, and the applicable regulations of the Treasury Department that relate to each Lease in order to establish and maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, Lessee covenants and agrees to prepare (or engage a tax professional to prepare on Lessee's behalf) and file all necessary informational returns on a timely basis with the IRS, including, but not limited to, IRS Series 8038 Forms, which must generally be filed on or before the 15th of the 2nd calendar month after the close of the calendar quarter in which the Commencement Date occurs. Lessee agrees to provide Lessor with copies of all such filed returns relating to each Lease contemporaneously with their filing. If Lessee fails to file the necessary informational returns with the IRS on a timely basis, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to complete the required returns on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file. If Lessee files informational returns containing incorrect or incomplete information, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to file an amendment to the incorrect or incomplete informational return on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State; this Agreement is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

(p) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(q) The useful life of the Equipment will not be less than the Maximum Lease Term.

(r) The application, statements and credit or financial information reviewed by Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 2.02. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) An Opinion of Counsel to Lessee, in form and substance acceptable to Lessor in its sole discretion, respecting such Schedule.

(b) A Lessee's Closing Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(c) An Essential Use Certificate executed by a duly authorized officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(d) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to **Section 6.02**.

(e) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with the provisions of this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part.

Section 3.02. Lease Term. The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue that Lease for the next Renewal Term unless Lessee has terminated that Lease pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Schedules.

Section 3.03. Termination of Lease Term. The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) the exercise by Lessee of the option to purchase the Equipment granted under that Lease under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**; or
- (d) the payment by Lessee of all Rental Payments required to be paid by Lessee under that Lease when such payments are due through the expiration of the Maximum Lease Term.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

ARTICLE IV RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Schedules without notice or demand. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will be assessed a late payment fee of 10% or the maximum amount permitted by law, whichever is less, from its due date. Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.02. Interest Component. As set forth on the payment schedules attached to the Schedules, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location specified in the applicable Schedule and pay any and all costs, charges, expenses and obligations of every kind and nature incurred regarding the importation, shipment, delivery, possession, use, lease, return, repossession, storage and transfer of any of Equipment. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified in the applicable Schedule, or if rolling stock, its permanent base will not be changed, without Lessor's consent, which consent will not be unreasonably withheld. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.05. Maintenance of Equipment; Alterations. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, repair or make improvements or additions to the Equipment. If any item of Equipment is such as is customarily covered by a maintenance contract, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

ARTICLE VI TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** (including but not limited to any termination pursuant to **Section 3.05**) or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessee grants to Lessor a first and prior security interest in the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment created herein.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, and (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b) of this Section. If required by Lessor, Lessee shall also provide to Lessor payment and performance bonds naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 18% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's

property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of Equipment, (c) the manufacturing, ordering, acquisition, maintenance, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, maintenance, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of any Lease Term for any reason.

**ARTICLE VIII
DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS**

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation; Use of Net Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.02**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

**ARTICLE IX
WARRANTIES**

Section 9.01. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Vendor's Warranties. Lessee acknowledges that Lessor is not a dealer or manufacturer of Equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor finances the Equipment without any obligation to install, test, erect, service or maintain the Equipment. The only warranty applicable to any Equipment is the Vendor's warranty and Lessor makes no warranty of any kind to Lessee. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. To the extent such warranties are transferable and so long as an Event of Default has not occurred and is not continuing hereunder, Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor and during such time Lessee may assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any

such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor. Lessee acknowledges that each Lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee under each Lease is not to interfere with Lessee's quiet enjoyment of the Equipment so long as Lessee is not in default thereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate each Lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of each Lease, the Equipment or the Rental Payments for financial statement or tax purposes.

ARTICLE X OPTION TO PURCHASE

Section 10.01. Purchase Option. Provided no Event of Default has occurred hereunder, Lessee will have the option to purchase the Equipment listed in any Schedule, in whole, but not in part, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due under that Lease plus the then-applicable Purchase Price set forth on that Schedule to Lessor, if applicable; or
- (b) on the date the last Rental Payment is due (assuming the applicable Lease is renewed for the Maximum Lease Term), if the applicable Lease is still in effect on that day, upon payment in full of all Rental Payments and all other amounts then due and the payment of One Dollar to Lessor; or

(c) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment listed in that Schedule, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due under that Lease plus (i) the Purchase Price set forth on that Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due under that Schedule on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee on an as-is, where-is basis, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, and under this Agreement, each Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel

mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Agreement and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of regionally recognized "Red Book"-listed counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement, the applicable Lease and the Equipment.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)**, for a period of 20 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, holding Lessee liable for the difference between (i) the Rental

Payments and other amounts payable by Lessee under that Lease plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorneys' fees) shall be applied as follows:

(i) If such remedy is exercised solely with respect to a single Lease, Equipment subject to that Lease or rights under this Agreement related to that Lease, then to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment; or

(ii) If such remedy is exercised with respect to more than one Lease, Equipment subject to more than one Lease or rights under this Agreement related to more than one Lease, then to amounts due pursuant to those Leases pro rata.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Notices. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mail, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages.

Section 13.02. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. There shall be only one original counterpart of this Agreement and it shall bear Lessor's original signature and be marked "Original." To the extent that this Agreement constitutes chattel paper (as that term is defined by Article 2A of the Uniform Commercial Code), a security or

ownership interest intended to be created through the transfer and possession of this Agreement can be done only by the transfer of such original bearing Lessor's original ink or electronic signature; provided that if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of any Lease, then the "Paper Out" version bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Applicable Law; Jury Trial. This Agreement will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

Section 13.09. Electronic Transactions. Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on this Agreement or any related documents shall be unconditionally valid and legally enforceable, and agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

LESSEE SIGNATURE	<u>Mineral Wells Independent School District</u>
	Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>The Huntington National Bank</u>
	Name of Lessor
	By: _____ Signature
	Print Name and Title: _____

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, (i) is the duly qualified and acting officer of Lessee as stated beneath his or her signature, (ii) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee, and (iii) that the fiscal year of Lessee ends on the last day of August.		
	Signature: _____	Title: _____	Date: _____
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.		



**SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

The "Agreement": Schedule of Equipment No. 008-0878809-300 dated December 2, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 878809L dated as of December 2, 2022
"Lessee"
Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.
2. **Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants of Lessee.**
 - (a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
 - (b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.
 - (c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).
5. **Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:
 - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
 - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
 - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
 - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
 - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
 - (g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.
6. **The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	<u>Mineral Wells Independent School District</u> Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>The Huntington National Bank</u> Name of Lessor
	By: _____ Signature
	Print Name and Title: _____



**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
(1) Daktronics Live Video Display, (1) Sportsound 1500HD Sound Cabinet, (1)PanaView Multi-Sport Scoreboard, (2) Outdoor PanaView Game & Play Clock Timer; Standalone Unit, (2) Tuff Sport PanaView Basketball Scoreboard, (1) Galaxy Outdoor Electronic Message Center, (4) Outdoor Backlit 2' 0" x 9' 5.04" Horizontal with Freight and Installation as listed on Quote 800320-1-1 dated 11/28/2022 & (3) Engineered stamped drawings as listed on Quote 800320-2-0 dated 11/28/2022 together with all attachments and accessories thereto	906 Southwest 5th Avenue, Mineral Wells, TX 76067	\$688,600.00

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the certificates of acceptance and payment requests submitted pursuant to the escrow agreement, if any, entered into among Lessor, Lessee and the escrow agent named therein, which descriptions shall be deemed to be incorporated herein.

Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent



**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

PAYMENT SCHEDULE

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: The Huntington National Bank
 LESSEE: Mineral Wells Independent School District
 COMMENCEMENT DATE*: _____
 INTEREST RATE: 7.25%
 PAYMENT FREQUENCY: Annual

The first Rental Payment shall be due in advance on the Commencement Date, and subsequent Rental Payments shall be due annually on the same day of each year thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				688,600.00
1	157,639.95	0.00	157,639.95	530,960.05
2	157,639.95	38,494.60	119,145.35	411,814.70
3	157,639.95	29,856.57	127,783.38	284,031.32
4	157,639.95	20,592.27	137,047.68	146,983.64
5	157,639.95	10,656.31	146,983.64	0.00
Grand Totals	788,199.75	99,599.75	688,600.00	

Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent

* Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.



**LESSEE'S CLOSING CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

The "Agreement": Schedule of Equipment No. 008-0878809-300 dated December 2, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 878809L dated as of December 2, 2022
"Lessee"
Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

I, the undersigned, the duly appointed, qualified and acting _____ (Clerk or Secretary) of the above-captioned Lessee, do hereby certify as of _____, 20__, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 20__, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-

exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(10) The Equipment is located at the following address: 906 Southwest 5th Avenue, Mineral Wells, TX 76067

(11) The Equipment is located in the following county:

(12) The correct billing address for Rental Payments is as follows:

Street Address: _____

Phone: _____

Fax: _____

Email: _____

Attention: _____

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: _____

Street Address: _____

Phone: _____

Fax: _____

Email: _____

(14) Lessee's Tax ID number is: 75-6002079.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

Signature of Clerk or Secretary

Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

The "Agreement": Schedule of Equipment No. 008-0878809-300 dated December 2, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 878809L dated as of December 2, 2022
"Lessee"
Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
Daktronics, Inc.		\$688,600.00
	Total	\$688,600.00

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: 906 Southwest 5th Avenue, Mineral Wells, TX 76067.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

DATED: _____

Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent



**ESSENTIAL USE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

December 2, 2022

The "Agreement": Schedule of Equipment No. 008-0878809-300 dated December 2, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 878809L dated as of December 2, 2022
"Lessee"
Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

I, _____, a duly elected, appointed, or designated representative of Mineral Wells Independent School District ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent



**INSURANCE COVERAGE DISCLOSURE TO
SCHEDULE OF EQUIPMENT NO. 008-0878809-300
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming The Huntington National Bank and/or its assigns as Loss Payee.

Coverage Required: \$688,600.00

b. Public Liability Insurance evidenced by a Certificate of Insurance naming The Huntington National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
 \$1,000,000 aggregate bodily injury liability
 \$1,000,000 property damage liability.

Proof of insurance coverage will be provided to The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305, prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent



TEXAS RIDER TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L

This Rider to that certain Master Equipment Lease Purchase Agreement No. 878809L (together with all Exhibits and this Rider, the "Agreement") dated as of December 2, 2022, between THE HUNTINGTON NATIONAL BANK (together with its successors and assigns, "Lessor"), and MINERAL WELLS INDEPENDENT SCHOOL DISTRICT (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. The definition of "Lease Term" in the Agreement is hereby amended by deleting the existing definition and inserting the following definition in lieu thereof:

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in Section 3.03, provided that the Lease Term shall not exceed 25 years.

2. Section 3.04 of the Agreement is hereby deleted and the following Section 3.04 is hereby inserted in lieu thereof:

Section 3.04. Continuation of Lease Term. The decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

3. Section 11.01 of the Agreement is hereby deleted and the following Section 11.01 is hereby inserted in lieu thereof:

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement, each Lease and the Equipment may be assigned and reassigned in whole (but not in part) by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Agreement and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor. Notwithstanding the foregoing, each Schedule, including the Agreement as it applies to such Schedule, may be assigned separately, but each Schedule may be assigned only in whole and not in part.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank By: _____ Title: _____
Lessee: Mineral Wells Independent School District By: _____ Dr. John Kuhn, Superintendent

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: December 2, 2022

Lessee: Mineral Wells Independent School District
906 Southwest 5th Avenue
Mineral Wells, TX 76067

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

Re: Schedule of Equipment No. 008-0878809-300 to Master Equipment Lease Purchase Agreement No. 878809L, dated as of December 2, 2022, by and between Mineral Wells Independent School District and The Huntington National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Schedule of Equipment No. 008-0878809-300 to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, and all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by The Huntington National Bank and its successors and assigns.

Very truly yours,

**RESOLUTION
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 878809L
AND SCHEDULE NO. 008-0878809-300 THERETO**

A resolution authorizing the negotiation, execution, and delivery of Master Equipment Lease Purchase Agreement No. **878809L** dated **December 2, 2022** and Schedule No. **008-0878809-300** thereto, together with the related escrow agreement, if any (the "Lease"), in principal amount not to exceed **\$688,600.00**, between **Mineral Wells Independent School District, 906 Southwest 5th Avenue, Mineral Wells, TX 76067** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, Mineral Wells Independent School District, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Schedule No. 008-0878809-300 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Mineral Wells Independent School District:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



Invoice

Date of Invoice: 12/02/2022
Application Number: 492340
Contract Number: 008-0878809-300

To: Mineral Wells Independent School District
906 Southwest 5th Avenue
Mineral Wells, TX 76067

Advance Payments/Security Deposit

Table with 5 columns: Description, Contract Payment, Sales/Use Tax, Other, Amount. Rows include First Payment in Advance, Last Payment in Advance, and Sub Total.

Other Fees/Charges

Table with 2 columns: Fee Description, Amount. Row includes Documentation Fee.

Other Fees/Charges Sub Total \$250.00

Invoice Total Due

Invoice Total Due \$157,889.95

Remit Payment with Completed Documents to: 866-465-3149 OR The Huntington National Bank 11100 Wayzata Blvd, Suite 700 Minnetonka, MN 55305

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

The Huntington National Bank

Seller: _____


Street address: 11100 Wayzata Blvd, Suite 700 City, State, ZIP code: Minnetonka, MN 55305

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____	Date	▶ _____
Signature of issuer's authorized representative		Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Instructions for Form 8038-G

(Rev. September 2018)



Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to IRS.gov/Form8038G.

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to IRS.gov/PDS for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to IRS.gov/PDSstreetAddresses.



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either** (a) secured by an interest in property to be used for a private business use (or

payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

Crabtree, Shelia

From: Kuhn, John
Sent: Monday, December 12, 2022 3:44 PM
To: Crabtree, Shelia
Subject: FW: [EXTERNAL]: Daktronics Video Board/Huntington Financing
Attachments: Opinion of Counsel re HNB.pdf

From: Felicia Webb <felicia@leasorcrass.com>
Sent: Wednesday, December 7, 2022 1:58 PM
To: Kuhn, John <jkuhn@mwisd.net>
Cc: Mike Leasor <mike@leasorcrass.com>
Subject: RE: [EXTERNAL]: Daktronics Video Board/Huntington Financing

NOTE: This message was sent from outside of Mineral Wells ISD. **DO NOT** click links or open attachments unless you recognize the source of this email and know the content is safe.

Dr. Kuhn,

Please see the attached opinion of counsel. If Huntington needs an original or wet signature, let me know and we can mail it to them directly.

Additionally, I am sure you are aware, but I must advise that these UCC financing agreements are "hell or highwater" contracts, meaning whether the equipment is performing to expectation is irrelevant to the District's obligations to make payments (see Section 4.03). These leases are legally permissible but may come with certain drawbacks. I have typically seen this when districts finance copiers/printers, for example.

Please review the District's covenants and representations under Article 2 and the insurance obligations in Section 7.02 to ensure these are reasonable and doable for Mineral Wells ISD.

If you have any other questions, do not hesitate to contact me.

Sincerely,

FELICIA WEBB
ATTORNEY

682.422.0009
682.422.0008 FAX
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 **LEASOR
CRASS**

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302 W. BROAD STREET
MANSFIELD, TEXAS 76063

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December 7, 2022

Lessee: Mineral Wells Independent School District
906 Southwest 5th Avenue
Mineral Wells, Texas 76067

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

Re: Schedule of Equipment No. 008-0878809-300 to Master Equipment Lease Purchase Agreement No. 878809L, dated as of December 2, 2022, by and between Mineral Wells Independent School District and the Huntington National Bank.

Ladies and Gentlemen:

I have acted as Counsel to Lessee with respect to the Schedule of Equipment No. 008-0878809-300 to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, an all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of the Lessee is Mineral Wells Independent School District.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State, or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meetings laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the property authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.
9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by the Huntington National Bank and its successors and assigns.

Respectfully submitted,



Felicia Webb
Attorney for Mineral Wells ISD



BOARD OF TRUSTEES Agenda Item

MEETING DATE: 12/12/22

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Discuss, consider, and take any necessary action regarding a revision to MWISD Board Policy DC (LOCAL).

RECOMMENDED ACTION: It is recommended that the school board approve the recommended revisions to Policy DC (LOCAL).

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable): DC (LOCAL); BF (LOCAL)

OVERVIEW:

A school board is authorized to develop and amend local policies so long as policies adopted and amended to not conflict with law. The recommended amendment would lengthen the period of time that the superintendent has authority for employment of contractual personnel below the level of campus principal. Under current policy, this authority is granted from May 1 through August 31; this change would extend this period to the entire school year.

FISCAL IMPACT: none

ATTACHMENTS: DC (LOCAL) with proposed changes

DEPARTMENT(S) SUBMITTING FORM: Superintendent's office

DEPARTMENT SIGNATURE/APPROVAL: 

EMPLOYMENT PRACTICES

DC
(LOCAL)

**Employment of All
~~Noncontractual~~
Personnel**

The Board delegates to the Superintendent final authority for employment of contractual personnel, as well as final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCA, DCB, DCC, and DCE as appropriate] ~~[See DCD]~~

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]



BOARD OF TRUSTEES Agenda Item

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- Regular Meeting
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BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE: Calendars for December 2022 and January 2023

RECOMMENDED ACTION: This item is for information only.

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):

OVERVIEW:

See attached Calendars

FISCAL IMPACT: N/A

ATTACHMENTS: December and January Calendars

DEPARTMENT(S) SUBMITTING FORM: Superintendent

DEPARTMENT SIGNATURE/APPROVAL: 

december 2022

SUN	MON	TUE	WED	THU	FRI	SAT
				1 MWHS Rams 9th Basketball @ Granbury Tournament Lady Rams JV/9th Basketball Tournament at MWHS MWHS Rams Varsity Basketball @ Venus Tournament 1:50 STAAR Tutorial HS 5:00 MWJH Lady Rams Basketball@Willkie	2 Student/Staff Holiday	3 7:30 a.m. SAT,
4 2:00 p.m. Open Gym - Boys 7:00 p.m. Open Gym - Girls	5 1:50 pm STAAR Tutorial	6 1:50 pm STAAR Tutorial 4:30 pm Lady Rams Basketball @Bowie 4:30 pm Musical Theatre 5:00 pm MWHS Rams Basketball @Castleberry	7 1:50 pm STAAR Tutorial	8 Lady Rams Basketball @ Varsity Springtown Tournament MWHS Rams Jv/V Basketball @ Poolville 1:50 pm STAAR Tutorial 5:00 pm MWJH Lady Rams Basketball vs. Lake Worth	9 Student/Staff Holiday	10 7:30 am SAT 8:00 am JH Lady Rams BTeam Tournament NHS volunteers at Hope Shelter
11 2:00 pm Open Gym - Boys 7:00 pm Open Gym - Girls	12 1:50 pm STAAR Tutorial 6:30 pm MWHS Art Showcase 7:00 pm MWISD Board Meeting 7:00 pm MWISD Choir Christmas Concert	13 1:50 pm STAAR Tutorial 4:30 Musical Theatre 5:00 pm Lady Rams Basketball vs. San Saba 5:00 pm MWHS Rams Basketball @Gainsville 4:00 pm MWHS Soccer vs. Gainesville 5:00 Lady Rams Soccer vs Gainesville	14 8:15 TSI Testing 6:30 pm MWHS Football Awards Ceremony 1:50 pm STAAR Tutorial	15 1:50 pm STAAR Tutorial 5:00 pm MWJH Lady Rams Basketball vs CTMS 6:00 pm Fall Graduation	16 Student/Staff Holiday	17 NHS volunteers at Hope Shelter 2:00 pm MWHS Ram Varsity Basketball vs. Paradise
18 2:00 pm Open Gym - Boys 7:00 pm Open Gym - Girls	19 1:50 pm STAAR Tutorial 6:00 pm 2nd Grade Christmas Musical 5:00 Lady Rams Soccer vs. Brewer 6:00 pm Fall Art Show	20 Lamar Wear Green for Responsibility 1:50 pm STAAR Tutorial 4:30 pm Musical Theatre 5:00 pm MWHS Rams Basketball vs Windthorst 5:00 pm MWHS Rams Basketball vs Windthorst Jv/V) 6:00 pm 3rd Grade Musical 7:00 MWISD Band Holiday Concert	21 1:50 pm STAAR Tutorial	22 End of 3rd Six Weeks 2:00 pm Lamar Winter Parties	23 Student/Staff Holiday	24
25	26	27	28	29	30	31
			Student/Staff Holiday Winter Break			
				Lady Rams Varsity Basketball@Castleberry Tournament MWHS Rams Basketball @ Buffalo Tournament Lady Rams JV Basketball @ Electra Tournament		

january 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 1:15 pm MWHS Soccer vs. FW Southwest 5:00 pm Lady Rams Basketball @ Petrolia 5:00 pm MWHS Rams Basketball vs. Wichita Falls 12:00 am Lady Rams Soccer vs. Southwest	4 Student/Staff Holiday Winter Break	5 5:00 pm MWJH Lady Rams Basketball @ Azle	6 MWHS Soccer Castleberry Tournament 5:00 pm Lady Rams Basketball @ Stephenville 5:00 pm MWHS Rams Basketball @ Bridgeport	7 8:00 am Jr. High Lady Rams tournament
8	9 Beginning of 4th Six Weeks 5:00 pm MWHS Rams Basketball @ Frost (JV/V) 7:00 pm MWISD Board Meeting	10 Lady Rams Basketball vs. Brownwood 2:00 pm Lamar Character Kid Assembly 4:00 pm MWHS Soccer vs. Lake Worth 5:30 Lady Rams Soccer vs. FW Carter Riverside	11 8:00 am Lamar 1st Grade Semester Awards 1:15 pm Lamar Kinder Semester Awards	12 1:15 pm Lamar Pre-K Semester Awards 5:00 pm MWJH Lady Rams Basketball vs. Creekview Lady Rams Soccer Tournament Brewer	13 Student/Staff Holiday 5:00 pm MWJH Lady Rams Basketball A Team @ Stephenville Tournament 7:00 pm Chitty Chitty Bang Bang Musical Performance 4:30 pm Lady Rams Basketball @ Glen Rose 5:00 pm MWHS Rams Basketball @ Glen Rose Lady Rams Soccer Tourn - Brewer	14 Lady Rams Soccer Tournament Brewer
15	16	17 5:00 MWHS Soccer vs. Decatur	18	19 5:00 pm MWJH Lady Rams Basketball vs. Forte	20 Student/Staff Holiday 4:30 pm Lady Rams Basketball vs. Graham 5:00 pm MWHS Rams Basketball @ Brownwood Lady Rams Soccer Tournament Burk Burnett MWHS Soccer Tournament Wichita Falls	21
22	23	24 4:30 pm Lady Rams Basketball vs. Stephenville Jr. High Night 5:00 pm MWHS Rams Basketball vs. Stephenville Jr. High Night 4:00 MWHS Soccer vs. Castleberry	25	26 5:00 pm MWJH Lady Rams Basketball vs Marine Creek	27 MWISD Professional Dev. Day 4:30 pm Lady Rams Basketball @ Brownwood 5:00 pm MWHS Rams Basketball @ Brownwood 4:00 MWHS Soccer vs. Bridgeport 7:15 Lady Rams Soccer Vs. Bridgeport	28 Coronation Set up and event at 7pm Dance following
29	30 5:00 pm MWJH Lady Rams Basketball @ Springtown	31 4:30 pm Lady Rams Basketball Vs. Glen Rose Senior Night 5:00 pm MWHS Rams Basketball vs. Glen Rose 5:30 MWHS Soccer vs. Springtown 4:00 Lady Rams Soccer vs. Springtown				