Skidmore-Tynan I.S.D.
224 West Main Street ◆ Skidmore, TX 78389 ◆ (361)287-3426 ◆ Fax (361)287-3442
Superintendent: Richard Waterhouse

Notice of Meeting of the Board of Trustees

A Regular Meeting of the Board of Trustees of Skidmore-Tynan ISD will be held October 12, 2020, beginning at 6:00 PM in the Board Room
224 W. Main St.
Skidmore, TX 78389.

Mission Statement

The mission of the Skidmore-Tynan Independent School District is to develop in all students the knowledge, skills, and work ethic that enable them to become successful and productive members of society.

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 order 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 and Establish Quorum
2. Invocation and Pledge of Allegiance 3
3. Public Forum 4
4. Superintendent's Report 5
   A. Technology Update
   B. COVID Update
   C. Enrollment and Attendance 6
   D. Financial Update presented by Mrs. Robin Moore, Business Manager 8
   E. Staff Development Update
5. Consent Agenda Action Items 23
   A. Consideration and Possible Approval of Minutes: Regular Meeting, September 14, 2020 24
6. Conduct Public Hearing and take public comment regarding the Application for Value Limitation Agreement from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497 pursuant to Chapter 313 of the Texas Property Tax Code. 26
7. Acknowledgement of conflict of interest policy in connection with the application for agreement for limitation on appraised value of property for school district maintenance and operations taxes from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497. 27
8. Consideration and possible approval of a Resolution designating "Blackjack Creek Wind Farm Reinvestment Zone" pursuant to Chapter 312 of the Texas Tax Code. 40

9. Consideration and Possible action to approve Board Findings pursuant to Chapter 313 of the Texas Property Tax Code regarding the Application for Value Limitation Agreement from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497 49
10. Consideration and Possible approval of an Agreement under Texas Economic Development Act for a Limitation on Appraised Value of Property for School District maintenance and Operation Taxes with Blackjack Creek Wind Farm, LLC, Comptroller Application #1497 54
11. Record of Board Training and Continuing Education for 2020 98
12. Consideration and Possible Acceptance of 2020 Bee County and San Patricio County Tax Roll 104
13. Consideration and Possible approval of returning all students to traditional learning on campus 105
14. Adjourn to closed/executive session
15. Reconvene to Open Session
16. Consideration of Regular Meeting: Monday, November 9, 2020, 6:00 p.m.
17. Adjournment

A closed meeting of the Board of Trustees may be required as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., and will be held by the Board of Trustees in conjunction with the open meeting. The Board of Trustees may enter into a closed meeting for any of the following reasons:

1. Consultation with Attorney, Section 551.071
2. Real Property, etc., Section 551.072
3. Gifts and Donations, Section 551.073
4. Personnel or Officers, Section 551. 074
5. Security Personnel/Devices, Section 551.076
6. (a)Student Discipline/Student Matters (b)Employee Complaint Against Another Employee, Section 551.082
7. Personally Identifiable Student Information, Section 551.0821
8. Medical or Psychiatric Records, Section 551.0785
9. Assessment Instruments, Education Code 39.030 (a)
10. Emergency Management for Homeland Security, Section 418.183 (f)
11. Economic Development Negotiation, Section 551.087

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Board of Trustees**
Subject:	**Pledge of Allegiance and Invocation**	Attachments?	**No**

INFORMATION

BACKGROUND INFORMATION:

The Board of Trustees will lead the Pledge of Allegiance and will give the Invocation.

RECOMMENDATION:

Not applicable.

BOARD ACTION REQUIRED:

No action required.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Board of Trustees**
Subject:	**Public Forum**	Attachments?	**No**

INFORMATION

BACKGROUND INFORMATION:

Persons who wish to Participate in this portion of the meeting shall sign up as they arrive, indicating their name, address and topic they wish to speak about. No presentation shall exceed **3** minutes.

Public participation is limited to the designated open forum portion of the meeting. At all other times during the Board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board.

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment , or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments

The Board is not permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting. Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board may not deliberate, discuss, or make any decision on any subject not on agenda.

At Special Meetings public comment shall be limited to items on the agenda posted with notice of the meeting.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Waterhouse**
Subject:	**Superintendent's Report (District Activities and Special Events)**	Attachments?	**Yes**

INFORMATION

BACKGROUND INFORMATION:

The Superintendent will report on selected district activities and programs.

A. Technology Update
B. COVID Update
C. Enrollment and Attendance
D. Financial Update
E. Staff Development Update

RECOMMENDATION:

Not applicable.

BOARD ACTION REQUIRED:

Information purposes. No action required.

Skidmore-Tynan ISD
Enrollment Summary
2020-2021

Elementary

		Pre K	Kinder	1st	2nd	3rd	4th	5th	Total	
August		15	50	57	61	62	57	59	361	all Remote
September	Face-to-Face begin 9/10	10F 5R 15	34F 22R 56	28F 27R 55	39F 22R 61	33F 28R 61	27F 29R 56	32F 31R 63	367	203F 164R
October										
November										
December										
January										
February										
March										
April										
May										

Junior High

		6th	7th	8th					Total	
August		67	72	59					198	all Remote
September	Face-to-Face begin 9/10	40F 29R 69	40F 33R 73	31F 29R 60					202	111F 91R
October										
November										
December										
January										
February										
March										
April										
May										

High School

		9th	10th	11th	12th				Total	
August		68	67	62	55				252	all Remote
September	Face-to-Face begin 9/10	46F 24R 70	40F 27R 67	40F 21R 61	35F 21R 56				254	161F 93R
October										
November										
December										
January										
February										
March										
April										
May										

Total Enrollment per month	Aug 811	Sept 812	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May

Skidmore-Tynan ISD Attendance
2020-2021

Elementary

	Pre K	Kinder	1st	2nd	3rd	4th	5th	Total	2019-2020 Total
1st 6 weeks	92.05	93.92	93.90	92.47	95.99	97.04	95.84	**94.80**	97.08
2nd 6 weeks									95.58
3rd 6 weeks									95.88
1st semester (average)									**96.19**
4th 6 weeks									94.38
5th 6 weeks									94.33
6th 6 weeks									No Attendance Taken - COVID
2nd semester (average)									**94.37**
2020-2021 Final									95.26

Junior High

	6th	7th	8th					Total	2019-2020 Total
1st 6 weeks	98.62	96.82	97.10					**97.55**	97.30
2nd 6 weeks									96.73
3rd 6 weeks									96.40
1st semester (average)									**96.82**
4th 6 weeks									94.47
5th 6 weeks									94.96
6th 6 weeks									No Attendance Taken - COVID
2nd semester (average)									**95.04**
2020-2021 Final									95.90

High School

	9th	10th	11th	12th				Total	2019-2020 Total
1st 6 weeks	96.92	95.42	94.18	96.94				**95.85**	96.11
2nd 6 weeks									94.99
3rd 6 weeks									94.37
1st semester (average)									**95.19**
4th 6 weeks									93.07
5th 6 weeks									92.41
6th 6 weeks									No Attendance Taken - COVID
2nd semester (average)									**93.40**
2020-2021 Final									94.28

Fiscal Year = 9/1 thru 8/31

2019-2020

Cash Flow Projection

	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS	BUDGET	
	TEA settleup	tac fees $12,256				SHARS $,	Perm SHL Fund $	COVID 19		food service commodities $27,985.92	29 AAA UIL REFUND			ADA - 764	
	(actual and/or projected)														
Beginning Cash Balance in Bank	$ 1,811,974	$ 2,074,611	$ 2,673,335	$ 3,578,900	$ 3,801,049	$ 4,094,456	$ 4,189,957	$ 4,296,456	$ 3,761,161	$ 3,861,561	$ 3,917,445	$ 3,981,060	$ 1,811,974	$ 1,811,974	
RECEIPTS															
Tax Collections - Current	$ 4,209	$ 205,657	$ 895,533	$ 175,525	$ 135,635	$ 171,676	$ 44,394	$ 19,639	$ 12,306	$ 48,521	$ 6,313	$ 25,542	$ 1,744,952	$ 1,690,000	103.25%
Tax Collections - Delinquent	$ 1,930	$ 4,680	$ 2,042	$ 4,896	$ 5,988	$ 2,006	$ 6,459	$ 1,816	$ 1,482	$ 6,093	$ 872	$ 2,102	$ 40,367	$ 25,000	
Penalties & Interest	$ 11,191	$ 5,771	$ 518	$ 1,331	$ 2,932	$ 1,148	$ 4,812	$ 2,884	$ 1,928	$ 9,070	$ 889	$ 4,886	$ 47,361	$ 25,000	
Other Local Revenue (gate, café, interest)	$ 28,132.97	$ 13,484.58	$ 19,200	$ 12,958	$ 13,420	$ 30,406	$ 18,903	$ 20	$ 78,124	$ 6,365	$ 1,881	$ 1,747	$ 224,641	$ 151,020	
State Revenue - Available School Fund	$	$ 31,982	$ 12,129	$ 23,643	$ 19,157	$ 19,157	$ 12,362	$ 12,284	$ 24,102	$ 24,102	$ 33,745	$ 36,963	$ 249,626	$ 193,000	
State Revenue - Foundation	$ 1,136,316	$ 759,170	$ 754,705	$ 757,646	$ 757,509	$ 377,914	$ 707,620	$ 43,498	$ 708,819	$ 709,883	$ 661,859	$ (130,612)	$ 7,244,327	$ 7,176,000	
State Rev. - Found. Settleup; TDEM PPE	$	$ 265,249	$	$	$	$	$	$	$	$	$	$ 4,566	$ 269,815	$	
On Behalf	$ 35,249	$ 36,483	$ 36,571	$ 37,202	$ 37,243	$ 35,615	$ 35,366	$ 36,076	$ 35,642	$ 36,125	$ 36,022	$ 60,740	$ 458,334	$ 411,552	
JET GRANT, AVANGRID	$	$	$ 5,040	$	$ 156,000	$	$	$	$	$	$	$	$ 161,040	$	
Other State Revenue (240)	$ 22,581	$ 40,494	$ 44,545	$ 32,546	$ 28,260	$ 31,158	$ 39,302	$ 23,085	$ 25,137	$ 20,383	$ 27,985	$ 7,957	$ 343,433	$ 345,000	
Other State Revenue (410)	$ 105,240	$	$	$	$	$	$	$	$	$	$ 34,984	$	$ 140,224	$ 2,000	f 410 not bud
Federal Funds (211,224,244,255,266,289,427)	$ 21,651	$ 14,112	$ 21,097	$ 13,615	$ 39,039	$ 20,221	$ 17,005	$ 17,254	$ 18,839	$	$ 16,643	$ 160,771	$ 360,248	$ 217,466	
SHARS	$ 4,015	$ 52	$ 6,492	$ 4,082	$ 3,695	$ 136,833	$ 7,646	$ 125	$ 1,326	$ 915	$ 201	$ 860	$ 166,241.87	$ 150,000	
Misc. Revenue-UIL;	$ 18,000	$ 6,000	$ 12,000	$	$	$	$	$	$	$	$ (19,867)	$	$ 16,133	$ 36,000	
Total Revenue	$ 1,388,514	$ 1,383,135	$ 1,809,873	$ 1,063,443	$ 1,198,878	$ 826,134	$ 893,869	$ 156,682	$ 907,705	$ 861,458	$ 801,528	$ 175,524	$ 11,466,742	$ 10,422,038	
DISBURSEMENTS		UNEMPLOYMENT	lighting pmt	EL UIL	WC, JH UIL					HS UIL, ad payout		accruals, MC part D			
6100 Payroll Net Checks	$ 616,702	595,435	581,459	599,006	576,706	568,508	591,649	581,201	569,603	584,619	573,132	$ 578,897	$ 7,016,919	$ 7,375,213	
PR On Behalf	35,249	36,483	36,571	37,202	$ 37,243	$ 35,615	$ 35,366	$ 36,076	$ 35,642	$ 36,125	$ 36,022	$ 60,740	$ 458,334	411,552	
Total Payroll	$ 651,951	$ 631,918	$ 618,031	$ 636,208	$ 613,949	$ 604,124	$ 627,015	$ 617,276	$ 605,246	$ 620,744	$ 609,154	$ 639,637	$ 7,475,253	$ 7,786,765	
EXPENDITURES OTHER THAN PAYROLL	prop. & athl. ins. 109,548		auditor, 17,500			tax maint debt pmt						tax maint debt pmt			
6200 Purchase & Contracted svs	$ 88,700	$ 59,887	$ 93,866	$ 97,352	$ 98,147	$ 46,831	$ 66,354	$ 43,536	$ 119,224	$ 137,739	$ 44,065	$ 100,160	$ 995,861	$ 963,783	
6300 Supplies and Materials	$ 216,557	$ 86,792	$ 93,976	$ 56,306	$ 69,651	$ 46,456	$ 87,613	$ 13,300	$ 78,083	$ 42,192	$ 79,945	$ 124,546	$ 995,417	$ 844,800	
6400 Other Operating Expenses	$ 144,296	$ 5,535	$ 40,019	$ 11,194	$ 12,361	$ 18,933	$ 6,199	$ (3,735)	$ 4,752	$ 1,650	$ 4,748	$ 3,736	$ 249,688	$ 357,156	
6500 Debt Service-Maint. Tax Notes Bond Pmt	$	$	$ 53,296	$	$	$ 11,935	$	$	$	$	$	$ 131,935	$ 197,166	$ 198,870	
6600 Capital Outlay, Land Bldg, equip	$ 24,374	$ 280	$ 5,120	$ 40,235	$ 111,362	$ 2,353	$ 189	$ 21,599	$	$ 3,250	$	$ 15,760	$ 224,522	197,900	
TOTAL Expenditures not payroll	$ 473,927	$ 152,494	$ 286,277	$ 205,086	$ 291,522	$ 126,509	$ 160,355	$ 74,700	$ 202,059	$ 184,831	$ 128,758	$ 376,137	$ 2,662,654	$ 2,562,509	
Total Expenditures	$ 1,125,877	$ 784,412	$ 904,308	$ 841,294	$ 905,471	$ 730,632	$ 787,370	$ 691,976	$ 807,305	$ 805,575	$ 737,912	$ 1,015,774	$ 10,137,906	$ 10,349,274	
Net Change in Cash	$ 262,637	$ 598,723	$ 905,565	$ 222,149	$ 293,407	$ 95,501	$ 106,499	$ (535,295)	$ 100,400	$ 55,883	$ 63,616	$ (840,251)	$ 488,585	$ 72,764	
Ending Cash Balance in bank	$ 2,074,611	$ 2,673,335	$ 3,578,900	$ 3,801,049	$ 4,094,456	$ 4,189,957	$ 4,296,456	$ 3,761,161	$ 3,861,561	$ 3,917,445	$ 3,981,060	$ 3,140,810	$ 2,300,559	$ 1,884,738	
Total Cash & Investments Available	$ 2,074,611	$ 2,673,335	$ 3,578,900	$ 3,801,049	$ 4,094,456	$ 4,189,957	$ 4,296,456	$ 3,761,161	$ 3,861,561	$ 3,917,445	$ 3,981,060	$ 3,140,810	$ 2,300,559	$ 1,884,738	

DEBT SERVICE FUND FUND 599

2019-2020	September	October	November	December	January	February	March	April	May	June	July	August			
Beginning Cash Balance in Bank	$ 330,849	$ 333,681	$ 398,965	$ 999,446	$ 1,054,913	$ 1,099,065	$ 834,421	$ 851,243	$ 859,311	$ 864,691	$ 883,943	$ 879,991	$ 330,849	$ 330,849	
RECEIPTS		IFA,EDA 18-19 SETTLELUP													
Debt Service - IFA	$	$ 297	$ 219,984	$	$	$	$	$	$	$	$	$	$ 220,281	$ 175,000	
Debt Service - EDA	$	$ 127	$ 111,515	$	$	$	$	$	$	$	$	$	$ 111,642	$ 100,000	
Debt Service - Fees	$	$	$	$	$	$	$	$	$	$	$	$	$ 0	$	
IFA & EDA PRIOR YEAR	$	$	$	$	$	$	$	$	$	$	$	$	$ 0	$	
MISC. REVENUE	$	$	$	$	$	$	$	$	$	$	$	$	$ 0	4,800	
Tax Collections-Current	$ 1,219	$ 61,371	$ 267,241	$ 52,379	$ 40,475	$ 51,231	$ 13,248	$ 5,861	$ 3,672	$ 14,479	$ 1,884	$ 7,622	$ 520,682	$ 500,000	104.14%
Tax Collections-Delinquent	$ 512	$ 1,308	$ 590	$ 1,428	$ 1,592	$ 540	$ 1,721	$ 498	$ 424	$ 1,652	$ 237	$ 614	$ 11,116	$ 6,500	
Tax Collections-P&I	$ 617	$ 1,630	$ 151	$ 393	$ 768	$ 332	$ 1,390	$ 806	$ 567	$ 2,561	$ 265	$ 1,477	$ 10,958	$ 6,700	
Interest Income	$ 484	$ 550	$ 1,001	$ 1,268	$ 1,316	$ 1,108	$ 988	$ 903	$ 717	$ 559	$ 699	$ 365	$ 9,958	$	
Total Revenue	$ 2,833	$ 65,283	$ 600,481	$ 55,468	$ 44,151	$ 53,210	$ 17,347	$ 8,068	$ 5,380	$ 19,252	$ 3,085	$ 10,078	$ 884,635	$ 793,000	
DISBURSEMENTS															
Bond Payments	$ 0	$ 0	$ 0	$ 0	$ 0	$ 317,854	$ 525	$ 0	$ 0	$ 0	$ 7,037	$ 466,880	$ 792,296	$ 793000	
Total Expenditures	$ 0	$ 0	$ 0	$ 0	$ 0	$ 317,854	$ 525	$ 0	$ 0	$ 0	$ 7,037	$ 466,880	$ 792,296	$ 793,000	
Ending Cash Balance in Bank	$ 333,681	$ 398,965	$ 999,446	$ 1,054,913	$ 1,099,065	$ 834,421	$ 851,243	$ 859,311	$ 864,691	$ 883,943	$ 879,991	$ 423,188	$ 423,188	$ 330,849	

Fiscal Year = 9/1 thru 8/31

2020-2021

Cash Flow Projection

	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS	BUDGET	
	TEA settleup (actual and/or projected)	tac fees $				SHARS $,	Perm SHL Fund $			food service commodities $				ADA - 764	
Beginning Cash Balance in Bank	3,163,336	3,641,680	4,391,908	5,137,724	5,886,445	6,635,030	6,998,404	7,746,168	7,746,168	8,493,184	9,241,322	9,931,634	$ 3,163,336	$ 3,163,336	
RECEIPTS															
Tax Collections - Current	$ 14,849											$ 1,864,150.52	$ 14,849	$ 1,879,000	0.79%
Tax Collections - Delinquent	$ 2,570											$ 27,429.64	$ 2,570	$ 30,000	
Penalties & Interest	$ 3,841											$ 26,159.00	$ 3,841	$ 30,000	
Other Local Revenue (gate, café, int. windfarm, pr	$ 9,436											$ 268,583.53	$ 9,436	$ 278,020	
State Revenue - Available School Fund	$ 12,453	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 337,547.00	$ 12,453	$ 350,000	
State Revenue - Foundation	$ 1,121,977	$ 750,228	$ 745,816	$ 748,721	$ 748,585	$ 373,461	$ 747,764	$ -	$ 747,016	$ 748,138	$ 748,138	$ -	$ 7,479,844	$ 7,000,000	
State Rev. - Found. Settleup; TDEM PPE	$ 108,896												$ 108,896	$	
On Behalf	$ 37,063											$ 450,969.28	$ 37,063	$ 488,032	
JET GRANT, AVANGRID												$ 51,200.00	$ 0	$ 51,200	
Other State Revenue (240)	$ 7,401											$ 344,799.12	$ 7,401	$ 352,200	
Other State Revenue (410)	$ 6,895												$ 6,895	$	f 410 not budg
Federal Funds (211,224,244,255,266,289,429)	$ 64,388											$ (41,295.23)	$ 64,388	$ 23,093	
SHARS	$ 3,687											$ 171,312.94	$ 3,687	$ 175,000	
Misc. Revenue-UIL;												$ -	$ 0	$	
Total Revenue	1,393,457	750,228	745,816	748,721	748,585	373,461	747,764	0	747,016	748,138	748,138	3,500,856	$ 7,751,324	$ 10,656,545	
DISBURSEMENTS		UNEMPLOYMENT	lighting pmt	EL UIL	WC, JH UIL					HS UIL, ad payout		accruals, MC part D			
6100 Payroll Net Checks	$ 591,318											$ 7,218,202.93	$ 591,318	$ 7,809,521	
PR On Behalf	$ 37,063	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,969.28	$ 488,032	488,032	
Total Payroll	628,380	0	0	0	0	0	0	0	0	0	0	7,669,172	$ 1,079,350	$ 8,297,553	
EXPENDITURES OTHER THAN PAYROLL	prop. & athl. ins. 109,548		auditor,			tax maint debt pmt						tax maint debt pmt			
6200 Purchase & Contracted svs	$ 65,741											$ 939,511.31	$ 65,741	$ 1,005,252	
6300 Supplies and Materials	$ 75,834											$ 903,668.90	$ 75,834	$ 979,503	
6400 Other Operating Expenses	$ 145,157											$ 243,561.67	$ 145,157	$ 388,719	
6500 Debt Service-Maint. Tax Notes Bond Pmt						$ 10,087.00					$ 57,826.00	$ 135,087.00	$ 203,000	$ 203,000	
6600 Capital Outlay, Land Bldg, equip												$ 137,000.00	$ 0	137,000	
TOTAL Expenditures not payroll	286,732	0	0	0	0	10,087	0	0	0	0	57,826	2,358,829	$ 489,732	$ 2,713,474	
Total Expenditures	915,112	0	0	0	0	10,087	0	0	0	0	57,826	10,028,001	$ 1,569,082	$ 11,011,026	
Net Change in Cash	478,345	750,228	745,816	748,721	748,585	363,374	747,764	0	747,016	748,138	690,312	(6,527,145)	$ (344,903)	$ (354,482)	
Total Cash & Investments Available	3,641,680	4,391,908	5,137,724	5,886,445	6,635,030	6,998,404	7,746,168	7,746,168	8,493,184	9,241,322	9,931,634	3,404,489	$ 2,818,433	$ 2,808,854	

DEBT SERVICE FUND FUND 599

2020-2021	September	October	November	December	January	February	March	April	May	June	July	August			
Beginning Cash Balance in Bank	330,849	337,152	337,152	337,152	337,152	337,152	(62,849)	(62,849)	(62,849)	(62,849)	(62,849)	(62,849)	$ 330,849	$ 330,849	
RECEIPTS															
MISC. REVENUE												$ 2,000.00	$ 0	2,000	
Tax Collections-Current	$ 4,431.30											$ 742,568.70	$ 4,431	$ 747,000	0.59%
Tax Collections-Delinquent	$ 730.84											$ 6,269.16	$ 731	$ 7,000	
Tax Collections-P&I	$ 1,140.70											$ 5,859.30	$ 1,141	$ 7,000	
Interest Income												$ -	$ 0	$	
Total Revenue	$ 6,302.84	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 756,697.16	$ 6,303	$ 763,000	
DISBURSEMENTS															
Bond Payments	$ -	$ -	$ -	$ -	$ -	$ 400,000.00		$ -	$ -	$ -		$ 363,000.00	$ 400,000	$ 763,000	
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ 400,000.00	$ -	$ -	$ -	$ -	$ -	$ 363,000.00	$ 400,000	$ 763,000	
Ending Cash Balance in Bank	337,152	337,152	337,152	337,152	337,152	(62,849)	(62,849)	(62,849)	(62,849)	(62,849)	(62,849)	330,849	$ (62,849)	$ 330,849	

SKIDMORE-TYNAN I.S.D. STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND EQUITY FOR THE MONTH ENDED SEPTEMBER 30, 2020

GENERAL FUND-199

		Budget	Monthly Activity	Actual Y-T-D	Percent Y-T-D	Unrealized/ Unexpended Budget
	REVENUES:					
5700	Local, Intermediate & Out-Of-State	2,141,900	$ 14,109	$ 14,107	0.66%	$ 2,127,793
5800	State Program	7,875,032	$ 1,279,202	$ 1,279,202	16.24%	$ 6,595,830
5900	Federal Program	175,000	$ 3,688	$ 3,688	2.11%	$ 171,312
5XXX	**Total Revenues**	**$ 10,191,932**	**$ 1,296,999**	**$ 1,296,997**	**12.73%**	**$ 8,894,935**
	EXPENDITURES:					
11	Instruction	5,318,200	$ 381,520	$ 381,520	7.17%	$ 4,936,680
12	Library Services	105,000	$ 8,376	$ 8,376	7.98%	$ 96,624
13	Curr & Prof Development	137,300	$ 9,584	$ 9,584	6.98%	$ 127,716
23	School Administration	490,000	$ 39,832	$ 39,832	8.13%	$ 450,168
31	Counselor/Guidance	348,000	$ 27,134	$ 27,134	7.80%	$ 320,866
33	Health Services	95,000	$ 7,731	$ 7,731	8.14%	$ 87,269
34	Transportation	672,700	$ 42,990	$ 42,990	6.39%	$ 629,710
35	Food Services	350	$ -	$ -	0.00%	$ 350
36	Extra Curricular	643,000	$ 61,294	$ 61,294	9.53%	$ 581,706
41	General Administration	549,782	$ 41,248	$ 41,248	7.50%	$ 508,534
51	Plant Maint. & Operations	1,340,000	$ 138,044	$ 138,044	10.30%	$ 1,201,956
52	Security Monitor	34,000	$ 3,134	$ 3,134	9.22%	$ 30,866
53	Technology	155,600	$ 12,243	$ 12,243	7.87%	$ 143,357
71	Debt Services	203,000	$ -	$ -	0.00%	$ 203,000
93	Fiscal Agent Payment	30,000	$ -	$ -	0.00%	$ 30,000
99	Appraisal District Fees	70,000	$ 265	$ 265	0.38%	$ 69,735
6XXX	**Sub-Total Expenditures**	**$ 10,191,932**	**$ 773,396**	**$ 773,396**	**7.59%**	**$ 9,418,536**
89XX	Estimated Transfer to Food Service & Worker Com	$ 100	$ -		0.00%	$ 100
	Total Expenditures & Other Uses	**$ 10,192,032**	**$ 773,396**	**$ 773,396**	**7.59%**	**$ 9,418,636**
	OTHER RESOURCES AND (USES):					
1100	Excess (Deficiency) of Revenues over Expenditures	$ (100)	$ 523,602	$ 523,600	-	

	2020-2021	2019-2020
Percent of Fiscal Year Complete	8.33%	
Percent of Total Budget Expended	7.59%	9.74%

SKIDMORE-TYNAN I.S.D. STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND EQUITY FOR THE MONTH ENDED SEPTEMBER 30, 2020

GENERAL FUND-199

			2020-2021 Monthly Activity		2019-2020 Monthly Activity
	REVENUES:				
5700	Local, Intermediate & Out-Of-State	$	14,109	$	39,383
5800	State Program	$	1,279,202	$	1,435,725
5900	Federal Program	$	3,688	$	4,015
5XXX	**Total Revenues**	$	1,296,999	$	1,479,122
	EXPENDITURES:				
11	Instruction	$	381,520	$	427,680
12	Library Services	$	8,376	$	7,620
13	Curr & Prof Development	$	9,584	$	16,405
23	School Administration	$	39,832	$	36,645
31	Counselor/Guidance	$	27,134	$	28,819
33	Health Services	$	7,731	$	5,237
34	Transportation	$	42,990	$	71,388
35	Food Services	$	-		
36	Extra Curricular	$	61,294	$	91,672
41	General Administration	$	41,248	$	42,028
51	Plant Maint. & Operations	$	138,044	$	152,546
52	Security Monitor	$	3,134	$	3,361
53	Technology	$	12,243	$	12,924
71	Debt Services	$	-	$	-
93	Fiscal Agent Payment	$	-		
99	Appraisal District Fees	$	265	$	39,993
6XXX	**Total Expenditures**	$	773,396	$	936,317
	OTHER RESOURCES AND (USES):				
1100	Excess (Deficiency) of Revenues over Expenditures	$	523,602	$	542,806

SKIDMORE-TYNAN I.S.D. STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND EQUITY FOR THE MONTH ENDED SEPTEMBER 30, 2020
CHILD NUTRITION-FUND 240

		Budget	Monthly Activity	Actual Y-T-D	Percent Y-T-D	Unrealized/ Unexpended Budget
	REVENUES:					
5700	Local, Intermediate & Out-Of-State	75,120	$ 611	$ 611	0.81%	$ 74,509
5800	State Program	16,400	$ 1,187	$ 1,187	7.24%	$ 15,213
5900	Federal Program	350,000	$ 1,757	$ 1,757	0.50%	$ 348,243
79XX	Estimated Transfer to Food Service	$ 25,580			$ -	$ 25,580
5XXX	**Total Revenues**	$ 467,100	$ 3,554	$ 3,554	0.76%	$ 463,546
	EXPENDITURES:					
35	Food Services	467,000	$ 29,129	$ 29,129	6.24%	$ 437,871
6XXX	**Sub-Total Expenditures**	$ 467,000	$ 29,129	$ 29,129	6.24%	$ 437,871
	Total Expenditures & Other Uses	$ 467,000	$ 29,129	$ 29,129	6.24%	$ 437,871
	OTHER RESOURCES AND (USES):					
1100	Excess (Deficiency) of Revenues over Expenditures	$ 100	$ (25,575)	**$ (25,575)**	-	

	CY	LY
Percent of Fiscal Year Complete	8.33%	
Percent of Total Budget Expended	6.24%	7.86%

SKIDMORE-TYNAN I.S.D. STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND EQUITY FOR THE MONTH ENDED SEPTEMBER 30, 2020

CHILD NUTRITION-FUND 240

		2020-2021 Monthly Activity	2019-2020 Monthly Activity
	REVENUES:		
5700	Local, Intermediate & Out-Of-State	$ 611	$ 12,955
5800	State Program	$ 1,187	$ 1,089
5900	Federal Program	$ 1,757	$ 22,581
79XX	Estimated Transfer to Food Service		
5XXX	**Total Revenues**	$ 3,554	$ 36,625
	EXPENDITURES:		
35	Food Services	$ 29,129	$ 45,016
6XXX	**Total Expenditures**	$ 29,129	$ 45,016
	OTHER RESOURCES AND (USES):		
1100	Excess (Deficiency) of Revenues over Expenditures	$ (25,575)	$ (8,391)

SKIDMORE-TYNAN ISD
INVESTMENT REPORT AS OF
SEPTEMBER 2020

General Fund Investments	Beginning Book Value	Deposits for Period	Interest Earned	Withdrawals for Period	Ending Value	Monthly Effective Rate
Lonestar Investment Pool Corporate Overnight Fund	$ 2,113,353	$ 1,322,010	**$ 399**	$ 500,000	$ 2,935,762	0.2200%
SPIRIT OF TEXAS BANK OPERATING	$ 1,049,964	$ 629,331	$ 776	$ 927,855	$ 752,216	1.000%
TexPool Operating Account #2	$ 18		$ -		$ 18	0.1768%
Total General Fund Invested Assets	$ 3,163,336	$ 1,951,341	$ 1,175	$ 1,427,855	$ 3,687,996	
Interest & Sinking Fund Investments						
SOT-B Interest and Sinking Account	$ 435,694	$ 3,174	$ 360	$ 200	$ 439,028	1.000%
Total Interest & Sinking Fund Invested Assets	$ 435,694	$ 3,174	$ 360	$ 200	$ 439,028	
Worker's Compensation Investments						
SOT-B Worker's Comp Account-CAS	$ 115		$ 0		$ 115	1.000%
SOT-B Worker's Comp Account-School Comp	$ 50,235	$ -	$ 40	$ 17,386	$ 32,890	1.000%
Total Worker's Comp Fund Invested Assets	$ 50,350	$ -	$ 40	$ 17,386	$ 33,005	
Total Invested Assets	$ 3,649,380	$ 1,954,515	$ 1,575	$ 1,445,441	$ 4,160,030	

We, the approved Investment Officers of Skidmore-Tynan ISD, hereby certify that the above Investment Report represents the investment position of the District as of **SEPTEMBER 2020** in compliance with the Board approved Inestment Policy, the Public Funds Investment Act (Texas Government Code 2256) and Generally Accepted Accounting Principals (GAAP).

Richard Waterhouse, Superintendent

Robin Moore, Business Manager

STISD

SEP 2020 TEA PMTS

Title	Fund	Rev	Payment Amount	Payment Date
FSP-AVAILABLE SCHOOL FOUND.	199	5811	12,453.00	9/25/2020
FSP-FOUNDATION FORMULA/STTLUP	199	5812	1,121,977.00	9/25/2020
FSP-FOUNDATION FORMULA/STTLUP	199	5812	108,896.00	9/22/2020
SECURITY GRANT	429	5829	25,000.00	9/8/2020
TITLE IV, PART A SUBPART 1	289	5929	9,987.56	9/2/2020
TITLE II, PART A-SUPPORTING EF	255	5929	3,277.80	9/2/2020
ESSER GRANT	266	5929	26,122.40	9/11/2020
School Lunch Matching	240	5922	3,464.20	9/9/2020
School Breakfast Program (SBP)	240	5921	2,180.10	9/9/2020
TEXTBOOK & KINDER MATERIALS	410	5829	749.50	9/21/2020
TEXTBOOK & KINDER MATERIALS	410	5829	5,893.90	9/21/2020
TEXTBOOK & KINDER MATERIALS	410	5829	251.77	9/21/2020

SEPTEMBER 2020

Check Date	Vendor Nbr	Vendor Name	Org	Po Pa Nbr	Invoice Nbr	Acct Nbr	Cf Rsn	Net Exp Amt
20200908	01112	SAM'S CLUB	Junior High School	022416	20-21MEM.RENEW	865-00-2190.TH-041-100000	MEMBERSHIP RENEWAL	100
20200918	00115	ALL AMERICAN SPORTS CORP	High School	040264	951255132	865-00-2190.AC-001-191000	Helmet	402.2
20200918	12317	TOTAL GRAPHICS	High School	022426	21449	865-00-2190.TH-001-100000	ST SHIRTS	398
20200925	12156	NASSP; NHS; NJHS; NASC; NEHS	Junior High School	040329	9001310189	865-00-2190.NJ-041-100000	MEMBERSHIP DUES	385
20200925	01140	SCHOOL SPECIALTY, INC.	Elementary School	040258	7792643059	865-00-2190.PE-101-100000	Instructional Supplies for PE	1,996.13
20200925	14473	SINTON HOUSE OF TROPHIES	High School	040265	9139	865-00-2190.AC-001-191000	Cross Country Meet Awards	639.2
20200925	01501	WALMART COMMUNITY/GECRB	Junior High School	040260	009204	865-00-2190.TH-041-100000	CONCESSION STAND ITEMS	71.92
20200925			Junior High School	040260	008023	865-00-2190.TH-041-100000	CONCESSION STAND ITEMS	482.86
20200904	14097	BADGER BOOSTER CLUB	High School	022415	9/5CCDUES	199-36-6499.00-001-191000	CROSS COUNTRY DUES	300
20200911	15216	PORT ARANSAS ATHLETIC DEPT.	High School	022418	9/12CCDUES	199-36-6499.00-001-191000	CROSS COUNTRY DUES	200
20200918	00133	ALERT SERVICES, INC.	High School	045070	5055748	199-36-6399.88-001-191000	Athletic Training Supplies	1,835.50
20200918	15178	KONICA MINOLTA BUSINESS SOLUTIONS	GENERIC	022427	202006040	199-53-6399.01-999-199000	VOIP/LINES	289.03
20200918	14775	BEE COUNTY ELECTIONS ADMINISTRATIO	SCHOOL BOARD	022419	20-0006	199-41-6499.00-702-199000	NOV 2020 ELECTION DEPOSIT	1,000.00
20200918	15114	COMMUNITIES IN SCHOOLS	GENERIC	022428	351-SEPT.	270-11-6219.00-999-111000	CONTRACTED SERVICES	2,316.67
20200918	14758	CRISISGO, INC	GENERIC	045085	0002381	199-52-6399.00-999-199000	CrisisGo Renewal	1,050.00
20200918	00495	DEWITT POTH & SONS	High School	040271	618240-1	199-36-6499.00-001-191Y00	Office Supplies for Athletics	220.61
20200918			High School	040271	618240-0	199-36-6499.00-001-191Y00	Office Supplies for Athletics	137.72
20200918	14255	ETC LITE, LLC	SCHOOL BOARD	040287	L16711	199-41-6299.01-702-199000	2020-2021 ETC SERVICES	141.75
20200918	14985	GABBART ENTERPRISES LLC	GENERIC	022429	135717	199-11-6299.03-999-111753	WEBSITES	3,039.05
20200918	00670	GOLIAD I.S.D.	GENERIC	022423	7-2020	199-36-6499.02-999-199000	20-21 UIL DISTRICT 29AAA	6,000.00
20200918	13505	AGILE SPORTS TECHNOLOGIES	GENERIC	040270	INV00969756	199-36-6399.01-999-191000	Hudl Sports Video Assist	1,500.00
20200918			GENERIC	040270	INV00926451	199-36-6399.01-999-191000	Hudl Sports Video Assist	3,149.00
20200918	13862	UNIVERSAL FIDELITY LIFE INSURANCE	High School	022421	865-1	199-36-6429.00-001-191000	STUDENT ACCIDENT INSURANCE	412.15
20200918			GENERIC	022421	865-1	199-36-6429.00-999-199000	STUDENT ACCIDENT INSURANCE	1,000.00
20200918	00818	RICOH USA, INC.	High School	022433	5060339657	199-11-6249.00-001-111000	COPIER	121.56
20200918		RICOH USA, INC.	Elementary School	022433	5060339657	199-11-6249.00-101-111000	COPIER	121.56
20200918		RICOH USA, INC.	High School	022433	5060339657	199-11-6269.00-001-111000	COPIER	121.56
20200918		RICOH USA, INC.	Elementary School	022433	5060339657	199-11-6269.00-101-111000	COPIER	121.56
20200918		RICOH USA, INC.	GENERIC	022433	5060339657	199-12-6249.00-999-199000	COPIER	121.55
20200918		RICOH USA, INC.	GENERIC	022433	5060339657	199-12-6269.00-999-199000	COPIER	121.56
20200918	14564	RICOH USA, INC.	High School	022434	104125233	199-11-6249.00-001-111000	COPIER	36.7
20200918		RICOH USA, INC.	High School	022434	104070566	199-11-6249.00-001-111000	COPIER	278.5
20200918		RICOH USA, INC.	Elementary School	022434	104125233	199-11-6249.00-101-111000	COPIER	36.7
20200918		RICOH USA, INC.	Elementary School	022434	104070566	199-11-6249.00-101-111000	COPIER	278.5
20200918		RICOH USA, INC.	High School	022434	104125233	199-11-6269.00-001-111000	COPIER	36.7
20200918		RICOH USA, INC.	High School	022434	104070566	199-11-6269.00-001-111000	COPIER	278.5
20200918		RICOH USA, INC.	Elementary School	022434	104125233	199-11-6269.00-101-111000	COPIER	36.7

Check Date	Vendor Nbr	Vendor Name	Org	Po Pa Nbr	Invoice Nbr	Acct Nbr	Cf Rsn	Net Exp Amt
20200918		RICOH USA, INC.	Elementary School	022434	104070566	199-11-6269.00-101-111000	COPIER	278.5
20200918		RICOH USA, INC.	GENERIC	022434	104125233	199-12-6249.00-999-199000	COPIER	36.7
20200918		RICOH USA, INC.	GENERIC	022434	104070566	199-12-6249.00-999-199000	COPIER	278.5
20200918		RICOH USA, INC.	GENERIC	022434	104125233	199-12-6269.00-999-199000	COPIER	36.7
20200918		RICOH USA, INC.	GENERIC	022434	104070566	199-12-6269.00-999-199000	COPIER	278.5
20200918	00115	ALL AMERICAN SPORTS CORP	High School	045068	951194392	199-36-6249.00-001-191000	Helmet reconditioning	3,042.95
20200918	12838	SAN PATRICIO CO APPRAISAL DISTRICT	TAX COSTS	040254	1208	199-99-6213.00-703-199000	2020-2021 APPRAISAL ALLOCATION	264.94
20200918	14521	SUCCESSED LLC	GENERIC	045083	992259	199-31-6499.00-999-130000	SuccessEd Renewal	550
20200918	11936	SYSTEMS DESIGN	GENERIC	040298	20-0580	240-35-6299.00-999-199000	point of sale	2,037.00
20200918	01279	TASB, INC.	SCHOOL BOARD	022432	581383	199-41-6299.00-702-199000	POLICY SERVICE SUBSCRIPTION	900
20200918		TASB, INC.	SCHOOL BOARD	022432	582407	199-41-6299.00-702-199000	POLICY ONLINE MANAGEMENT	1,000.00
20200918		TASB, INC.	SCHOOL BOARD	040288	585735	199-41-6299.00-702-199000	HR SERVICES SUBSCRIPTION	1,150.00
20200918		TASB, INC.	SCHOOL BOARD	040253	580115	199-41-6299.00-702-199000	BOARDBOOK SUBSCRIPTION	1,250.00
20200918	01317	TASSP	Junior High School	045074	9001310189	199-23-6499.00-041-199000	MEMBERSHIP RENEWAL	385
20200918	13114	UNIVERSAL FINDELITY LIFE INS. CO.	High School	022430	865-1	199-36-6429.00-001-191000	STUDENT ACCIDENT INSURANCE	8,000.00
20200918			Junior High School	022430	865-1	199-36-6429.00-041-191000	STUDENT ACCIDENT INSURANCE	2,635.00
20200918	15004	SCHOOLS ON TARGET, LLC	GENERIC	040352	2698	199-52-6299.02-999-199000	EMERGENCY OPERATIONS PLAN	1,900.00
20200920	14698	BAUMAN, JOHN ALBERT	High School	022438	9/17GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	80
20200920	14791	BEAN, ALAN JAMES	High School	022439	9/1GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	185
20200920	13613	BIG HOUSE BURGERS	GENERIC	022443	10107	199-36-6412.00-999-191000	FOOTBALL MEALS	320
20200920	13807	BROOKS, GREG	High School	022454	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	15219	BROWN, IAN	High School	022452	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	15209	BUCHANAN, DANIEL	Elementary School	022444	672894	199-11-6399.00-101-111000	WATERS	18.8
20200920	01904	ROBERT CANTU	High School	022440	9/1GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	185
20200920	15222	CARTER, DEBORAH M.	High School	022457	9/21GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	190
20200920	15029	CHICK FIL A #03692	GENERIC	022448	876731	199-36-6412.00-999-191000	FOOTBALL MEALS	284.73
20200920	14022	DOLLAR GENERAL	SCHOOL BOARD	022436	1001003477	199-41-6499.00-702-199000	BOARD MEETING	41
20200920	12152	EDUCATION SERVICE CENTER 4	Elementary School	040261	F88324	199-11-6399.00-101-130000	intervention materials	186.66
20200920	15221	ENGLISH, CHARLES J.	High School	022450	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	01889	ANTHONY FORD	High School	022453	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	14549	GRAJEDA III, ROBERT	High School	022451	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	15220	LASCELLES, NIGEL CHRISTOPHER	High School	022456	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	12041	ANNA MONTEZ	CREDIT UNION	022462	REFUND CRED UN.	863-00-2154.00-004-100000	REFUND FOR CREDIT UNION DED.	167
20200920	14778	PEREZ, EDNA	High School	022446	9/8GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	185
20200920	01044	PITNEY BOWES POSTAL PRIVILEGE	High School	022466	9/20POSTAGE	199-31-6399.06-001-123000	POSTAGE	27.8
20200920		PITNEY BOWES POSTAL PRIVILEGE	Junior High School	022466	9/20POSTAGE	199-31-6399.06-041-123000	POSTAGE	27.8
20200920		PITNEY BOWES POSTAL PRIVILEGE	Elementary School	022466	9/20POSTAGE	199-31-6399.06-101-123000	POSTAGE	27.8
20200920		PITNEY BOWES POSTAL PRIVILEGE	GENERIC	022466	9/20POSTAGE	199-36-6399.00-999-191000	POSTAGE	27.8
20200920		PITNEY BOWES POSTAL PRIVILEGE	SCHOOL BOARD	022466	9/20POSTAGE	199-41-6399.00-702-199000	POSTAGE	27.8

Check Date	Vendor Nbr	Vendor Name	Org	Po Pa Nbr	Invoice Nbr	Acct Nbr	Cf Rsn	Net Exp Amt
20200920	12735	RATLIFF, KIM	High School	022458	9/21GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	190
20200920	13965	ISIDRO REYNA	CREDIT UNION	022461	REFUND CRED UN.	863-00-2154.00-004-100000	REFUND FOR CREDIT UNION DED.	275
20200920	14802	RODRIGUEZ, JAMES ANTHONY	High School	022437	9/17GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	80
20200920			High School	022455	9/11GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	120
20200920	13752	SCHOLASTIC CORPORATION	Junior High School	040259	M6964460	199-11-6399.00-041-111000	SCOPE	659.34
20200920	01130	SCHOOL NURSE SUPPLY INC.	GENERIC	040269	0805989-IN	199-33-6399.00-999-199000	Audiometer	850
20200920	13707	SONIC DRIVE IN KENEDY	GENERIC	022449	428	199-36-6412.00-999-191000	FOOTBALL MEALS	209.7
20200920	01253	SUBWAY	GENERIC	022442	1/A-256914	199-36-6412.00-999-191000	FOOTBALL MEALS	69
20200920		SUBWAY	GENERIC	022442	1/A-256379	199-36-6412.00-999-191000	FOOTBALL MEALS	61.25
20200920		SUBWAY	GENERIC	022442	1/A-255914	199-36-6412.00-999-191000	FOOTBALL MEALS	74.25
20200920	01328	TASBO	BUSINESS OFFICE	040354	343834	199-41-6499.00-750-199000	ACCOUNTING & FINANCE ACADEMY	305
20200920	12919	TEXAS RURAL EDUCATION ASSOC.	SCHOOL BOARD	040350	20-21MEMBERSHIP	199-41-6499.00-702-199000	2020-2021 MEMBERSHIP	625
20200920	12030	DENEISE THOMSON	High School	022445	09/8GAMEOFFICI	199-36-6299.92-001-191000	GAME OFFICIAL	185
20200920	15223	TIMECLOCK PLUS	BUSINESS OFFICE	022464	550887	199-41-6239.02-750-199000	TIMECLOCK SUBSCRIPTION	2,170.00
20200920	01394	U. I. L.	High School	022465	43356	199-36-6399.77-001-111000	UIL SUPPLIES	73.61
20200920	13090	VALERO MARKETING & SUPPLY CO.	GENERIC	022463	67449021	199-51-6311.00-999-199000	FUEL CHARGES	230.9
20200920	01501	WALMART COMMUNITY/GECRB	GENERIC	040285	004070	199-12-6399.00-999-199000	Office & Covid-19 supplies	147.83
20200920		WALMART COMMUNITY/GECRB	GENERIC	022460	010244	199-34-6399.00-999-199000	TRANSPORTATION SUPPLIES	120.52
20200920		WALMART COMMUNITY/GECRB	High School	040314	009335	199-36-6399.25-001-199000	BAND SUPPLIES	58.68
20200920	15074	WHATABURGER OF TAFT	GENERIC	022447	235515	199-36-6412.00-999-191000	VOLLEYBALL MEALS	24.5
20200920			GENERIC	022447	235513	199-36-6412.00-999-191000	VOLLEYBALL MEALS	22.75
20200928	14202	TAQUERIA VALLARTA	Elementary School	040360	9/28MEALS	865-00-2190.TH-101-100000	TEACHER'S BREAKFAST	71.55
20200925	13669	WRIGHT EXPRESS	GENERIC	022435	67278404	199-51-6319.00-999-199000	FUEL CHARGES	415.01
20200911	00312	ROBIN MOORE	SUPERINTENDENT	022417	132935	199-41-6411.00-701-199000	TASA MEMB. REIMB. (SUPER.)	460
20200916	14145	CARLISLE INSURANCE AGENCY	GENERIC	022420	SKIDM-2-8619	199-34-6429.00-999-123000	20-21 LIABILITY/AUTO INSURANCE	2,000.00
20200916		CARLISLE INSURANCE AGENCY	GENERIC	022420	SKIDM-2-8619	199-34-6429.00-999-199000	20-21 LIABILITY/AUTO INSURANCE	22,431.00
20200916		CARLISLE INSURANCE AGENCY	SCHOOL BOARD	022420	SKIDM-2-8619	199-41-6429.00-702-199000	20-21 LIABILITY/AUTO INSURANCE	3,500.00
20200916		CARLISLE INSURANCE AGENCY	GENERIC	022420	SKIDM-2-8619	199-51-6429.00-999-199000	20-21 LIABILITY/AUTO INSURANCE	91,196.00
20200918	13217	CALVO' JANITORIAL INC.	GENERIC	040273	47140	199-51-6315.00-999-199000	janitorial supplies paper towe	2,057.80
20200918	00568	EASTBAY, INC.	High School	045066	1256360	199-36-6399.89-001-191000	Cross Country Supplies	606
20200918			High School	045066	1257064	199-36-6399.89-001-191000	Cross Country Supplies	389.8
20200918	13542	EDMENTUM	Junior High School	045069	INV136405-1	199-11-6299.02-041-130000	JH Software - Study Island	2,720.00
20200918	00873	LABATT FOOD SERVICE	GENERIC	040302	09089157	240-35-6341.00-999-199000	child nutrition food	1,887.21
20200918		LABATT FOOD SERVICE	GENERIC	040302	09093441	240-35-6341.00-999-199000	child nutrition food	116.52
20200918		LABATT FOOD SERVICE	GENERIC	040302	090106265	240-35-6341.00-999-199000	child nutrition food	1,950.83
20200918		LABATT FOOD SERVICE	GENERIC		0005147134	240-35-6341.00-999-199000	BUYBACKS	-26.48
20200918	14047	MSB CONSULTING GROUP, LLC	REVENUE	022425	142269	199-00-5931.00-000-100000	SHARS	33.36
20200918			REVENUE	022422	C142122	199-00-5931.00-000-100000	SHARS	68.8

Check Date	Vendor Nbr	Vendor Name	Org	Po Pa Nbr	Invoice Nbr	Acct Nbr	Cf Rsn	Net Exp Amt
20200918	00809	DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	40195821	240-35-6341.00-999-199000	MILK & JUICE	435.14
20200918		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2028036	240-35-6341.00-999-199000	MILK & JUICE	152.21
20200918		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2035046	240-35-6341.00-999-199000	MILK & JUICE	267.8
20200918		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	40195818	240-35-6341.00-999-199000	MILK & JUICE	267.8
20200918		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	1033199	240-35-6341.00-999-199000	MILK & JUICE	187.92
20200918		DFA DAIRY BRANDS CORP. LLC	GENERIC		38151636	240-35-6341.00-999-199000	BUYBACKS	-125.28
20200918	12047	CREATIVE RISK FUNDING	GENERIC	022424	11965	799-41-6497.01-999-199000	2020-2021 PREMIUM	9,146.28
20200918			GENERIC	022431	11797	799-41-6497.01-999-199000	QUARTERLY INSTALLMENT	3,599.50
20200918			GENERIC	022431	11870	799-41-6497.01-999-199000	CLAIMS COSTS	3,464.77
20200920	13217	CALVO' JANITORIAL INC.	GENERIC	040297	47182	199-51-6315.00-999-199000	paper towels	4,448.00
20200920			GENERIC	040297	47127	199-51-6315.00-999-199000	paper towels	901.6
20200920	00568	EASTBAY, INC.	High School	045071	1266129	199-36-6399.50-001-191000	Girls Athletic Clothes	1,369.50
20200920	00873	LABATT FOOD SERVICE	GENERIC	040302	09158176	240-35-6341.00-999-199000	child nutrition food	1,231.40
20200920	00883	LMC BUSINESS PRODUCT	SUPERINTENDENT	040284	1114111	199-41-6399.00-701-199000	OFFICE SUPPLIES	100
20200920		LMC BUSINESS PRODUCT	SCHOOL BOARD	040284	1114111	199-41-6399.00-702-199000	OFFICE SUPPLIES	66.21
20200920		LMC BUSINESS PRODUCT	SCHOOL BOARD	040284	1114110	199-41-6399.00-702-199000	OFFICE SUPPLIES	6.33
20200920		LMC BUSINESS PRODUCT	BUSINESS OFFICE	040284	1114110	199-41-6399.00-750-199000	OFFICE SUPPLIES	300
20200920		LMC BUSINESS PRODUCT	GENERIC	040315	1114124	199-51-6316.00-999-199000	Storage Cabnet	398
20200920	14047	MSB CONSULTING GROUP, LLC	REVENUE	022459	142619	199-00-5931.00-000-100000	SHARS	7.3
20200920	00809	DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2040279	240-35-6341.00-999-199000	MILK & JUICE	451.03
20200920		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2043662	240-35-6341.00-999-199000	MILK & JUICE	451.03
20200920		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2035050	240-35-6341.00-999-199000	MILK & JUICE	435.29
20200920		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2043657	240-35-6341.00-999-199000	MILK & JUICE	214.55
20200920		DFA DAIRY BRANDS CORP. LLC	GENERIC	040304	2040274	240-35-6341.00-999-199000	MILK & JUICE	147.66
20200920	01084	RENAISSANCE LEARNING INC	Junior High School	040359	5182453-2593880	199-11-6399.20-041-111000	Accelerated Reader Subscriptio	3,313.00
20200920			Elementary School	040359	5182453-742720	199-11-6399.20-101-111000	Accelerated Reader Subscriptio	6,244.50
20200920	12047	CREATIVE RISK FUNDING	GENERIC	022441	10956	799-41-6497.01-999-199000	2020 POOL RECONCILIATION	1,175.10

Skidmore-Tynan ISD
Monthly Tax Report

Month Ending SEPTEMBER 2020

	2019-2020 Prior Year	2,291,881 % of Levy	2020-2021 Current Year	2,407,585 % of Levy
Current Year Taxes				
Current Month	$ 4,209.36	0.18%	$ 3,385.65	0.14%
Year to Date	$ 4,209.36	0.18%	$ 3,385.65	0.14%
Delinquent Taxes				
Current Month	$ 1,930.15		$ 896.20	
Year to Date	$ 1,930.15		$ 896.20	
Penalty & Interest				
Current Month	$ (1,082.38)		$ 1,001.49	
Year to Date	$ (1,082.38)		$ 1,001.49	
Total Distribution				
Current Month	$ 5,057.13		$ 5,283.34	
Year to Date	$ 5,057.13		$ 5,283.34	

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Waterhouse**
Subject:	**Consent Agenda-Action Items**	Attachments?	**Yes**

ACTION

BACKGROUND INFORMATION:

Per Board Policy BE (LOCAL), all items listed as consent agenda action items are considered to be routine and/or recurring in nature and shall be acted upon with one motion. There shall be no separate discussion unless a Board Member requests that an item be withdrawn for individual consideration. In such a case, the remaining items shall be adopted by one vote.

RECOMMENDATION:

To approve the consent agenda action items as presented.

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____

Minutes of Regular

The Board of Trustees
Skidmore-Tynan ISD

A Regular of the Board of Trustees of Skidmore-Tynan ISD was held Monday, September 14, 2020, beginning at 6:00 PM in the Skidmore-Tynan ISD Wayne & Mavournee DuBose Special Events Cafeteria, 224 W. Main St., Skidmore, TX 78389.

1. Call to Order and Establish Quorum
   The meeting was called to order at 6:02 p.m. with Mr. Carriger, Board President presiding. The following members were present at roll call: Mr. Olivares, Mr. Menchaca, Mr. Hardin, Mrs. Alvarado, Mr. Carriger, and Mr. Lemon. Mr. Rix was absent
2. Pledge of Allegiance and Invocation
3. Public Forum
   3 individuals spoke in Public Forum
4. Superintendent's Report (District Activities and Special Events)
   A. Football Jerseys
   B. First days of face to face instruction
   C. Backpack distribution
   D. Bee County Covid Numbers
   E. CARES Funding
   F. AD Update
5. Consent Agenda Action Items
   Mr. Olivares made a motion, seconded by Mrs. Alvarado to approve the Consent Agenda Action Items as presented. The motion passed with all present in favor.
   A. Consideration and Possible Approval of Minutes: Regular Meeting, August 17, 2020, Special Meeting, August 20, 2020, Emergency Meeting, August 20, 2020, Special Meeting August 27, 2020, and Special Meeting September 3, 2020.
   B. Accept a Donation of $3,000 from Skidmore-Tynan PTC
6. Financial Update Report
   Mrs. Moore gave update on financial reports
7. Consideration and Possible Approval of the Supplemental Duty Pay Schedule for the 2020-2021 School Year
   Mrs. Alvarado made a motion, seconded by Mr. Menchaca to approve the Supplemental Duty Pay Schedule for the 2020-2021 School Year as presented. The motion passed with all present in favor
8. Consideration and Possible Approval for the Resolution Designating Authorized Representatives for Lone Star Investment Pool
   Mr. Olivares made a motion, seconded by Mrs. Alvarado to approve the Resolution Designating Mr. Waterhouse, Superintendent as an Authorized Representative for Lone Star Investment Pool as presented. The motion passed with all present in favor

9. Consideration and Possible Approval of the Resolution Designating Authorized Representatives for TexPool Investment Pool
   Mrs. Alvarado made a motion, seconded by Mr. Carriger to approve the Resolution Designation Mr. Waterhouse, Superintendent as an Authorized Representative for TexPool Investment Pool as presented. The motion passed with all present in favor
10. Consideration and Possible Approval of a Resolution for the Extracurricular Status of the Bee County and San Patricio County 4-H Organization
    Mr. Menchaca made a motion, seconded by Mr. Hardin to approve the Bee County and the San Patricio County 4-H Organizations as a sanctioned activity in Skidmore-Tynan ISD as presented. The motion passed with all present in favor
11. Consideration and Possible Approval of Purchase of School Vehicle
    Mr. Menchaca made a motion, seconded by Mr. Hardin to approve the purchase of a 2021 Silverado as presented. The motion passed with all present in favor
12. Consideration and Possible Approval to Purchase a School Bus
    Mrs. Alvarado made a motion, seconded by Mr. Menchaca to approve the purchase of a school bus Items as presented. The motion passed with all present in favor
13. Adjourn to closed/executive session
    The Board entered into a closed meeting at 6:51 p.m. to discuss items as allowed by the Texas Government Code Chapter 551.074 - 551.081
14. Reconvene to Open Session
    The Board returned from Closed Session @ 7:21 p.m.
15. Confirmation of next Regular Meeting: Monday, October 12, 2020, 6:00 p.m.
16. Adjournment
    With no further business, the meeting adjourned at 7:22 p.m.

President	Date	Secretary	Date

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Waterhouse**
Subject:	**Conduct Public Hearing regarding the Application for Value Limitation Agreement from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497 pursuant to Chapter 313 of the Texas Property Tax Code**	Attachments?	**Yes**

PUBLIC HEARING

BACKGROUND INFORMATION:

Blackjack Creek Wind Farm, LLC proposes to invest $141,000,000 in the District to construct a renewable wind energy generation project. The project will generate an estimated $20 Million in local taxes to be paid to the school district, County, hospital district and other local taxing authorities. The project will support two permanent jobs paying no less than $49,106 per year. In addition, during the construction phase, there will be 400 direct jobs (such as construction jobs on this project) in 2020 and 2021, and 758 and 775 indirect jobs (such as suppliers and workers in restaurants, grocery stores, etc.) created by the project. In 2020 and 2021, the total personal income that will be earned as a result of this project will exceed $108 Million.

After the construction phase is over, there will be a reduction in the job creation, but over the lifetime of the agreement, and additional $21 Million in personal income will be earned from jobs created by this project.

The project will be on the District's tax rolls beginning January, 2022 at an I&S taxable value of $141 Million. For I&S purposes, if the District maintains its current I&S tax rate of $.31, the project will generate an additional $4 Million to pay its outstanding bonds. The District currently has $9.5 Million of outstanding bonds, so at a $.31 tax rate, this project alone will reduce the amount your taxpayers will pay to satisfy the district's existing debt obligation by 40%.

At the limited value of $20 Million, this project as well as the Pacific Wind Project will be have a significant impact on the District's tax base. This is a public hearing to solicit input from the public on this project.

RECOMMENDATION:

Not applicable.

BOARD ACTION REQUIRED:

Discussion purposes. No action required.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Waterhouse**
Subject:	**Acknowledgement of conflict of interest policy in connection with the application for agreement for limitation on appraised value of property for school district maintenance and operations taxes from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497.**	Attachments?	**Yes**

DISCUSSION

BACKGROUND INFORMATION:

The Office of the State Auditor recommends that school board trustees document compliance with state conflict of interest laws at each meeting where action on a proposed agreement under Chapter 313 of the Tax Code is considered. The District's counsel recommends that each trustee review the District's conflict of interest policies prior to accepting an Application for a Value Limitation Agreement from Blackjack Creek Wind Farm, LLC and initial the acknowledgment form indicating that the trustee has reviewed the policy, and whether or not a conflict exists.

RECOMMENDATION:

Not applicable.

BOARD ACTION REQUIRED:

Discussion purposes. No action required.

ACKNOWLEDGEMENT OF INDIVIDUAL TRUSTEES OF THE SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES OF CONFLICT OF INTEREST POLICY

STATE OF TEXAS §
§
COUNTY OF BEE §

On the 12th day of October, 2020, in a duly called and constituted public meeting of the Board of Trustees of the Skidmore-Tynan Independent School District, the Board of Trustees reviewed the Board's Policies relating to Ethics and Conflict of Interest, Skidmore-Tynan Independent School District Policies BBFA (LEGAL) and (LOCAL), identified in **Exhibit A**.

The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees had a subsequent item on its agenda to take up and consider an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes (the "Agreement") from Blackjack Creek Wind Farm, LLC (the "Applicant"), pursuant to Chapter 313 of the Texas Tax Code.

Prior to taking up such Agreement and after reviewing the attached Ethics Policies BBFA (LEGAL) and (LOCAL), each of the following Board Members acknowledged and confirmed that s/he has reviewed the policy and has complied with all Conflict of Interest Policies:

Board Member	**No Conflict**	**Disclosure Made**	**Absent**
Wes Rix			
Andrew Lemon			
Will Carriger			
Rick Olivares			
Luke Hardin			
Joe Menchaca			
April Alvarado			

The Secretary to the Board shall cause this Acknowledgment to be entered into the minutes of this meeting of October 12, 2020.

Exhibit A

Note: For information regarding conflicts of interest and depository contracts, see BDAE.

Substantial Interest Affidavit

If a local public official has a substantial interest in a business entity or in real property, the local public official shall, before a vote or decision on any matter involving the business entity or the real property, file an affidavit stating the nature and extent of the interest if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The affidavit shall be filed with the official recordkeeper of the district.

Local Gov't Code 171.004(a)–(b)

Abstention

The local public official shall also abstain from further participation in the matter.

If a trustee is required to file and does file an affidavit, that trustee shall not be required to abstain from further participation in the matter or matters requiring such an affidavit if a majority of the trustees are likewise required to file and do file affidavits of similar interests on the same official action

Local Gov't Code 171.004(a), (c)

Definitions

Substantial Interest

A person has a substantial interest in a business entity if any of the following is the case:

1. The person owns at least:
   a. Ten percent of the voting stock or shares of the business entity, or
   b. Either ten percent or $15,000 of the fair market value of the business entity.
2. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

Local Gov't Code 171.002

Business Entity	"Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. *Local Gov't Code 171.001(2)*
First-Degree Relatives	The local public official is considered to have a substantial interest if a person related in the first degree by either affinity or consanguinity to the local public official, as determined under Government Code Chapter 573, Subchapter B [see DBE], has a substantial interest as defined above. *Local Gov't Code 171.002*
Local Public Official	"Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), central appraisal district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature. *Local Gov't Code 171.001(1)*
Real Property	A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. *Local Gov't Code 171.002*
Contracts Permitted	A board may contract with a business entity in which a trustee has a substantial interest if the trustee follows the disclosure and abstention procedure set out above. *Atty. Gen. Op. JM-424 (1986)*
Separate Vote on Budget	A board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a trustee has a substantial interest. The affected trustee shall not participate in that separate vote, but may vote on a final budget if he or she filed the affidavit and the matter in which he or she is concerned has been resolved. *Local Gov't Code 171.005*
Depository Bank	A school board member with a "substantial interest" in a depository bank must file an affidavit stating his interest and must abstain from participating in decisions on loan contracts with the depository if action on the matter will have a special economic effect on the bank that is distinguishable from the effect on the public. *Atty. Gen. Op. JM-1082 (1989)* [See BDAE]
Violations	A local public official commits an offense if the official knowingly: 1. Violates Local Government Code 171.004. 2. Acts as surety for a business entity that has a contract, work, or business with a district. 3. Act as surety on any official bond required of an officer of a district. *Local Gov't Code 171.003*

Voidable Actions

The finding by a court of a violation of Local Government Code Chapter 171 does not render an action of the board voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed without the vote of the person who violated the chapter. *Local Gov't Code 171.006*

Conflicts Disclosure Statement

A local government officer shall file a conflicts disclosure statement, as adopted by the Texas Ethics Commission, with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor; and the vendor:

1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

   a. A contract between the district and the vendor has been executed; or

   b. The district is considering entering into a contract with the vendor;

2. Has given to the local government officer or a family member of the officer one or more gifts, and the gift or gifts have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

   a. A contract between the district and the vendor has been executed; or

   b. The district is considering entering into a contract with the vendor; or

3. Has a family relationship with the local government officer.

Gifts—Exception

A local government officer is not required to file a conflicts disclosure statement in relation to a gift, as defined by law, accepted by the officer or a family member of the officer if the gift is:

1. A political contribution as defined by Title 15, Election Code; or

2. Food accepted as a guest.

Local Gov't Code 176.003(a)–(a-1)

Filing Date

A local government officer shall file the conflicts disclosure statement with the records administrator of a district not later than 5:00

p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. *Local Gov't Code 176.003(b)*

Vendor Questionnaire

A person who is both a local government officer and a vendor of a local governmental entity is required to file a vendor questionnaire if the person enters or seeks to enter into a contract with the local governmental entity; or is an agent of a person who enters or seeks to enter into a contract with the local governmental entity. [See CHE] *Local Gov't Code 176.006(e)*

Definitions

Agent

"Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person. The term includes an employee. *Local Gov't Code 176.001(1)*

Business Relationship

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

1. A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
2. A transaction conducted at a price and subject to terms available to the public; or
3. A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Gov't Code 176.001(a-1)

Family Member

"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2)*

Family Relationship

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2-a)*

Gift

"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. *Local Gov't Code 176.001(2-b)*

Investment Income

"Investment income" means dividends, capital gains, or interest income generated from:

1. A personal or business:
   a. Checking or savings account,
   b. Share draft or share account, or
   c. Other similar account;
2. A personal or business investment; or
3. A personal or business loan.

Local Gov't Code 176.001(2-d)

Local Government Officer

"Local government officer" means a member of the board, the superintendent, or an agent (including an employee) of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Local Gov't Code 176.001(4)*

Records Administrator

"Records administrator" means the director, superintendent, or other person responsible for maintaining the records of a district or another person designated by the district to maintain statements and questionnaires filed under Local Government Code 176 and perform related functions. *Local Gov't Code 176.001(5)* [See CPC]

Vendor

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Local Gov't Code 176.001(7)*

Duties of Records Administrator

A records administrator shall:

1. Maintain a list of local government officers of the district and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire under Local Government Code 176.006; and
2. Maintain the statements and questionnaires that are required to be filed under Government Code Chapter 176 in accordance with the district's records retention schedule. [See CPC]

Local Gov't Code 176.0065

Internet Posting

A district that maintains an internet website shall provide access on the district's internet website to the conflicts disclosure statements and questionnaires required to be filed with the records administrator. *Local Gov't Code 176.009*

Violations

A local government officer commits an offense if the officer is required to file a conflicts disclosure statement and knowingly fails to file the required conflicts disclosure statement with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. It is an exception to the application of the penalty that the local government officer filed the required conflicts disclosure statement not later than the seventh business day after receiving notice from the district of the alleged violation.

A board may reprimand, suspend, or terminate the employment of an employee who knowingly fails to comply with a requirement adopted under Local Government Code 176. [See DF series]

A board may, at its discretion, declare a contract void if the board determines that a vendor failed to file a conflict of interest questionnaire required by Local Government Code 176.006.

Local Gov't Code 176.013

Affidavit Disclosing Interest in Property

A public servant who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation.

The affidavit must be filed with the county clerk of the county in which the public servant resides and the county clerk of each county in which the property is located.

The affidavit must:

1. State the name of the public servant and the public servant's office, public title, or job designation;
2. Fully describe the property;
3. Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
4. State the date when the person acquired an interest in the property;
5. Include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and
6. Contain an acknowledgment of the same type required for recording a deed in the deed records of the county.

Gov't Code 553.002

Definition

"Public servant" means a person who is elected, appointed, employed, or designated, even if not yet qualified for or having assumed the duties of office, as:

1. A candidate for nomination or election to public office, or
2. An officer of government.

Gov't Code 553.001

Violation

A person commits an offense if the person violates Government Code 553.002 and the person has actual notice of the acquisition or intended acquisition of the legal or equitable interest in the property. A person who violates Government Code 553.002 by not filing the required affidavit is presumed to have the intent to commit an offense. *Gov't Code 553.003*

Annual Financial Management Report

A district's annual financial management report shall include summary schedules of expenditures paid on behalf of each board member, reimbursements received by each board member, gifts with a total value over $250 received by board members from certain vendors, and amounts received by board members for business transactions with the district. [See CFA] *Education Code 39.083; 19 TAC 109.1001(q)(3)(B)(ii), (iv), (v)*

Trustee Financial Statement

A board by resolution adopted by majority vote may require each member of the board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, with the board and the Texas Ethics Commission.

Not later than the 15th day after the date a board adopts this resolution, the board shall deliver a certified copy of the resolution to the Texas Ethics Commission. A resolution applies beginning on January 1 of the second year following the year in which the resolution is adopted. A member of a board that has adopted a resolution is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the resolution is adopted.

The commissioner of education ("commissioner") by order shall require the members of a board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, in the same manner as the members of the board that have adopted a resolution if the commissioner determines that:

1. A board member has failed to comply with filing and recusal requirements applicable to the member under Chapter 171, Local Government Code;

2. District financial accounting practices are not adequate to safeguard state and district funds; or

3. A district has not met a standard set by the commissioner in the financial accountability rating system.

The commissioner may require the filing of financial statements covering not more than three fiscal years and beginning on January 1 of the second year following the date of the commissioner's order. A member of a board subject to an order issued by the commissioner is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the order is issued. The commissioner may renew the requirement if the commissioner determines that a condition described above continues to exist.

Education Code 11.064

Electronic Filing

Except as provided at Appointed Official, below, a financial statement filed with the Ethics Commission must be filed by computer diskette, modem, or other means of electronic transfer, using computer software provided by the commission or computer software that meets commission specifications for a standard file format.

Appointed Official

An individual who was appointed to office may file the financial statement by certified mail in compliance with Government Code 572.029.

Gov't Code 572.0291

Confidentiality

Electronic report or financial statement data saved in an Ethics Commission temporary storage location for later retrieval and editing before the report or financial statement is filed is confidential and may not be disclosed. After the report or financial statement is filed with the Ethics Commission, the information disclosed in the filed report or financial statement is public information to the extent provided by the law requiring the filing of the report or financial statement. *Gov't Code 571.0671(d)*

Violations

A trustee serving in a school district that has adopted a resolution or that is subject to an order issued by the commissioner commits an offense if the trustee fails to file the statement required by the resolution or order. An offense under this section is a Class B misdemeanor. *Education Code 11.064(c)*

Note: See also CBB for conflict of interest requirements when federal funds are involved.

Private Corporation It is lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity. *Local Gov't Code 171.009*

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Richard Waterhouse**
Subject:	**Consideration and possible approval of a Resolution designating "Blackjack Creek Wind Farm Reinvestment Zone" pursuant to Chapter 312 of the Texas Tax Code.**	Attachments?	**Yes**

ACTION

BACKGROUND INFORMATION:

Blackjack Creek Wind Farm, LLC proposes to invest $141,000,000 in the District to construct a renewable wind energy generation project and seeks a value limitation agreement under Chapter 313 of the Tax Code. The project will create 2 permanent jobs and will generate an estimated $20 Million in local taxes to be paid to the school district, Counties, hospital district and other local taxing authorities during the term of the value limitation agreement. Before the Board of Trustees can approve a Value Limitation Agreement with Blackjack Creek Wind Farm under Chapter 313 of the Texas Tax Code, the proposed project must be located within a designated Reinvestment Zone. The applicant has asked the Board of Trustees to designate the impacted area as a Reinvestment Zone. To approve a Reinvestment Zone, the Board must find that the proposed economic development activity within the designated area will either 1) contribute to the expansion of primary employment in the reinvestment zone; or 2) attract major investment in the reinvestment zone that would: a)be a benefit to property in the reinvestment zone and to the school district; and b) contribute to the economic development of the region of this state in which the school district is located. This project would satisfy the statutory criteria.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the Resolution designating the Blackjack Creek Wind Farm Reinvestment Zone.

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____

RESOLUTION OF THE BOARD OF TRUSTEES OF THE

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

A Resolution designating a certain area as a reinvestment zone in connection with an economic development Agreement under Chapter 313 of the Texas Tax Code, such reinvestment zone located within the geographic boundaries of the Skidmore-Tynan Independent School District, in Bee County, Texas, to be known as the "Blackjack Creek Wind Farm Reinvestment Zone"; establishing the boundaries thereof in connection with an application for value limitation agreement for school district maintenance and operations taxes under chapter 313 of the Texas Tax Code submitted by Blackjack Creek Wind Farm, LLC (Taxpayer I.D. 32061984061), Comptroller's Application No. 1497:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Skidmore-Tynan Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, on October 12, 2020, the District's Board of Trustees held a public hearing regarding the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A and B; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes, as authorized by Chapter 313 of the TEXAS TAX CODE with Blackjack Creek Wind Farm, LLC (Texas Taxpayer I.D. No. 32061984061); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Bee County, Texas to be known as the "Blackjack Creek Wind Farm Reinvestment Zone" as shown on the attached Exhibit B.

NOW THEREFORE, BE IT RESOLVED BY THE SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "Blackjack Creek Wind Farm Reinvestment Zone" has been properly called, held, and conducted;

(b) That the boundaries of the "Blackjack Creek Wind Farm Reinvestment Zone" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the legal description attached hereto as Exhibit A;

(c) That creation of the boundaries as described in Exhibit A will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "Blackjack Creek Wind Farm Reinvestment Zone" described in Exhibit A meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE §312.0025, encompassing the area described by the descriptions in Exhibit A, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "Blackjack Creek Wind Farm Reinvestment Zone."

SECTION 4. That the "Blackjack Creek Wind Farm Reinvestment Zone" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone.

PASSED, APPROVED, AND ADOPTED on this 12th day of October, 2020.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

By:

_____

Will Carriger, President
Board of Trustees

ATTEST:

By:

_____

Rick Olivares, Secretary
Board of Trustees

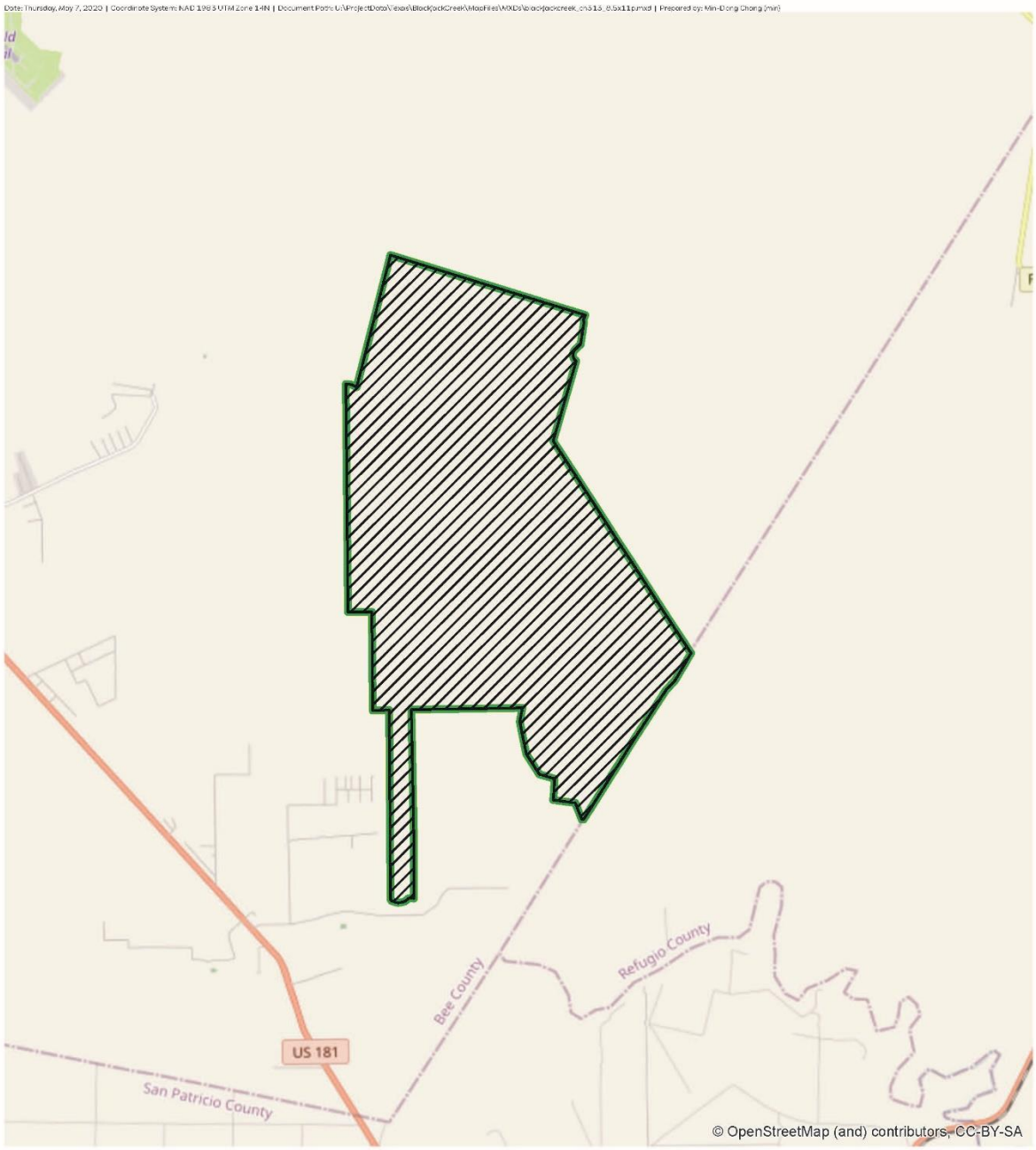
EXHIBIT A

LEGAL DESCRIPTION OF THE "BLACKJACK CREEK WIND FARM REINVESTMENT ZONE"

Parcel ID	Acreage	Legal Description	Owner
1899	115.6	W L BARTELS ABST 4 TR 1-1 40% UND INT IN 389.00 AC	ROCHE KATHLEEN D TTEE OF THE KR TRUST
29514	16,269.550	LAURA D THOMPSON EST RANCH BLKS 3, 4, AND 5 16269.550 AC	BURKE HOLLOW CORP
7220	7051.97	LAURA D THOMPSON EST RANCH BLK 2 7051.97 AC	BURKE HOLLOW CORP

EXHIBIT B

SURVEY MAP OF THE "BLACKJACK CREEK WIND FARM REINVESTMENT ZONE"



Proposed Reinvestment Zone

Project Boundary

Date: May 07, 2020
Map Scale: 1:120,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983

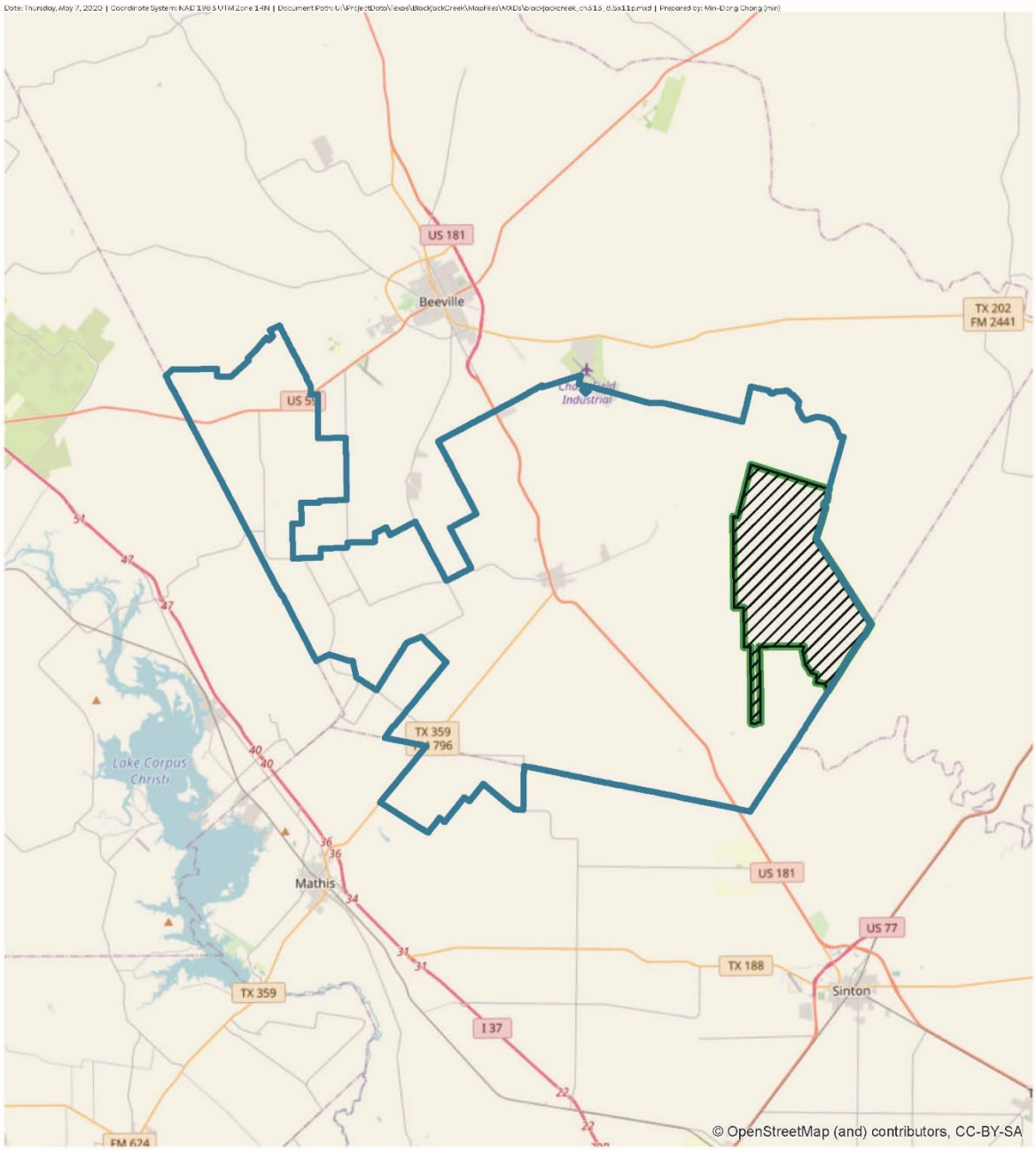
N
W E
S

Miles
0 0.5 1 2

0 0.75 1.5 3
Kilometers

RWE

Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri/OpenStreetMap, US Census.



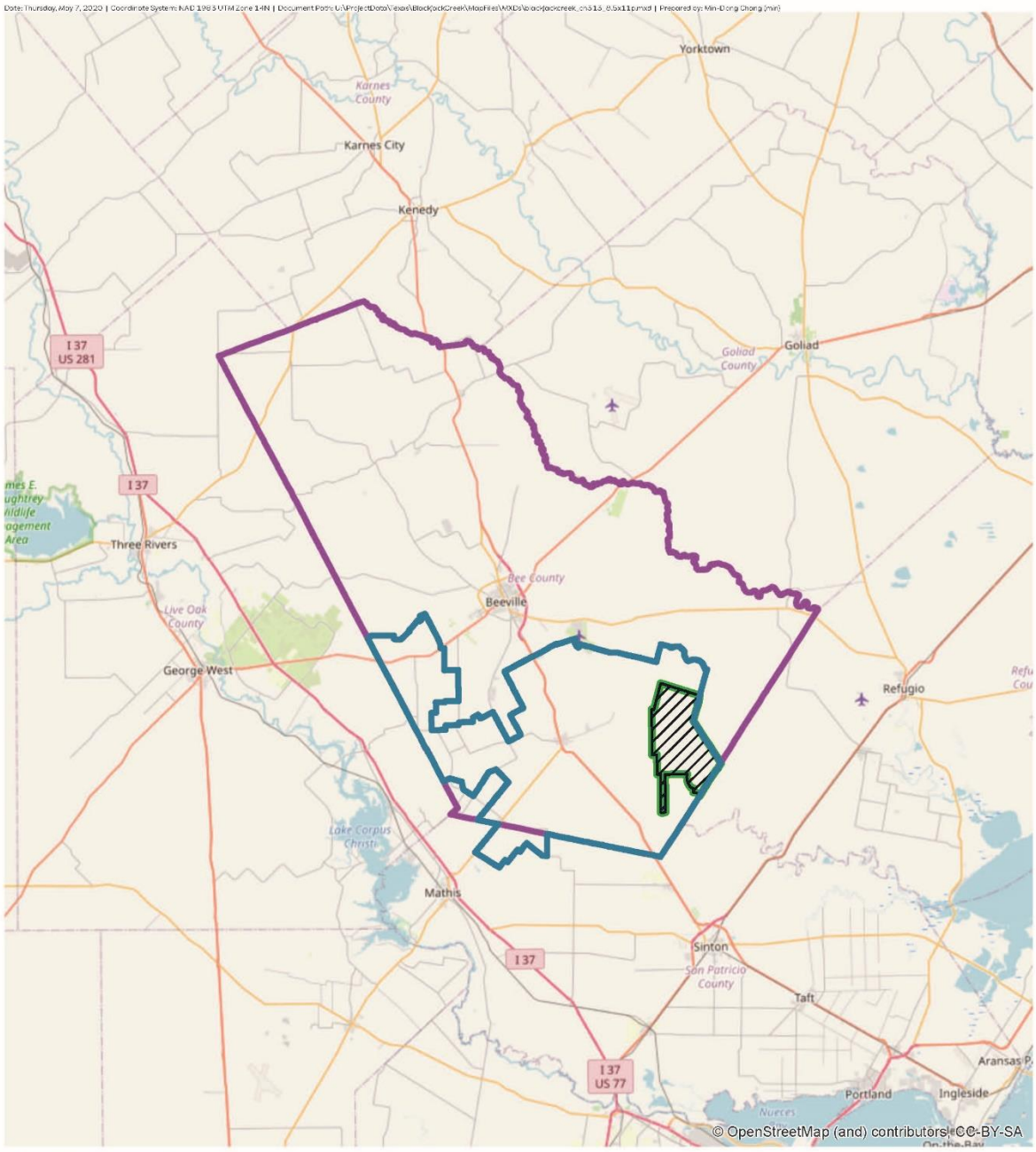
Proposed Reinvestment Zone
Project Boundary
Skidmore-Tynan ISD

Date: May 07, 2020
Map Scale: 1:300,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983

N
W E
S
Miles
0 1.25 2.5 5
0 2 4 8
Kilometers

RWE

Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri/OpenStreetMap, US Census.



Proposed Reinvestment Zone
Project Boundary
Skidmore-Tynan ISD
Bee County

Date: May 07, 2020
Map Scale: 1:600,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983

N
W E
S
Miles
0 2.5 5 10
0 4 8 16
Kilometers

RWE

Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri/OpenStreetMap, US Census.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Richard Waterhouse**
Subject:	**Consideration and Possible action to approve Board Findings pursuant to Chapter 313 of the Texas Property Tax Code regarding the Application for Value Limitation Agreement from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497**	Attachments?	**Yes**

ACTION

BACKGROUND INFORMATION:

Blackjack Creek Wind Farm, LLC proposes to invest $141,000,000 in the District to construct a renewable wind energy generation project. The project will generate an estimated $20 Million in local taxes to be paid to the school district, County, hospital district and other local taxing authorities. The project will support two permanent jobs paying no less than $49,106 per year. In addition, during the construction phase, there will be 400 direct jobs (such as construction jobs on this project) in 2020 and 2021, and 758 and 775 indirect jobs (such as suppliers and workers in restaurants, grocery stores, etc.) created by the project. In 2020 and 2021, the total personal income that will be earned as a result of this project will exceed $108 Million.

The project will be on the District's tax rolls beginning January, 2022 at an I&S taxable value of $141 Million. For I&S purposes, if the District maintains its current I&S tax rate of $.31, the project will generate an additional $4 Million to pay its outstanding bonds. The District currently has $9.5 Million of outstanding bonds, so at a $.31 tax rate, this project alone will reduce the amount your taxpayers will pay to satisfy the district's existing debt obligation by 40%.

At the limited value of $20 Million, this project as well as the Pacific Wind Project will have a significant impact on the District's tax base.

Before an agreement can be entered, the Board is required to adopt findings, as outlined in statute, finding that entering an agreement for value limitation will benefit the District.

RECOMMENDATION:

Administration recommends that the Board of Trustees adopt Findings pursuant to Chapter 313 of the Texas Property Tax Code in connection with Application #1497 from Blackjack Creek Wind Farm, LLC.

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____

DocuSign Envelope ID: 32AFF6C5-4BE5-4F92-945E-0891A8867666

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

October 2, 2020

Richard Waterhouse
Superintendent
Skidmore-Tynan Independent School District
224 W. Main St.
Skidmore, Texas 78389

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Skidmore-Tynan Independent School District and Blackjack Creek Wind Farm, LLC, Application 1497

Dear Superintendent Waterhouse:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Skidmore-Tynan Independent School District and Blackjack Creek Wind Farm, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Ginger Flowers with our office. She can be reached by email at ginger.flowers@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-0552, or at 512-475-0552.

Sincerely,

DocuSigned by:
8FDFC70F5753487...

Will Counihan
Director
Data Analysis & Transparency Division

cc: Sara Leon, Sara Leon & Associates, LLC
Sean Logsdon, RWE Renewables Americas, LLC
Nathan Yates, RWE Renewables Americas, LLC
Mike Fry, KE Andrews

Gmail

Waterhouse, Richard <richard.waterhouse@stbobcats.net>

Blackjack Creek Wind update

2 messages

Sara Leon <sleon@saraleonlaw.com> Wed, Aug 26, 2020 at 4:09 PM
To: "richard.waterhouse@stbobcats.net" <richard.waterhouse@stbobcats.net>
Cc: Sara Leon Group <SaraLeonGroup@saraleonlaw.com>

Greetings Mr. Waterhouse:

Welcome to Skidmore-Tynan ISD! I am writing to update you in a bit more detail about the pending application for a value limitation agreement with Blackjack Creek Windfarm (I know you visited with Sheryl as well).

On July 24, the Comptroller's office completed its review of the application and approved the project for consideration by the Board of Trustees. The Comptroller's review looks at the total economic impact of the project on the state and region, and includes an analysis of whether the project will pay back an amount equal to the tax benefits received under the Ch. 313 agreement over a 25- year period. Here are some of the aspects of the Comptroller's review and our economic analysis that you may want to be familiar with:

- The Comptroller determined that the project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period.

- The Comptroller's certificate (approval) will expire on **June 26, 2021**. If no action is taken by that date, the application review process will terminate.

- The project will support two permanent jobs paying no less than $49,106 per year. In addition, during the construction phase, there will be 400 direct jobs (such as construction jobs on this project) in 2020 and 2021, and 758 and 775 indirect jobs (such as suppliers and workers in restaurants, grocery stores, etc.) created by the project. In 2020 and 2021, the total personal income that will be earned as a result of this project will exceed $108 Million.

- After the construction phase is over, there will be a reduction in the job creation, but over the lifetime of the agreement, and additional $21 Million in personal income will be earned from jobs created by this project.

- The project will be on the District's tax rolls beginning January, 2022 at an I&S taxable value of $141 Million. For I&S purposes, if the District maintains its current I&S tax rate of $.31, the project will generate an additional $4 Million to pay its outstanding bonds. The District currently has $9.5 Million of outstanding bonds, so at a $.31 tax rate, this project alone will reduce the amount your taxpayers will pay to satisfy the district's existing debt obligation by 40%.

- The District's current leading taxpayer is Koch Pipeline, with a value of $11 Million. At the limited value of $20 Million, this project as well as the Pacific Wind Project will be your two largest taxpayers. All but one of the

District's ten largest taxpayers are tied to the oil and gas industry. This project and the recently approved Pacific Wind project will create some diversification within the tax base.

- The District will receive an estimated payment of $1.3 Million in January, 2023 in the form of a "revenue protection payment". This payment offsets lost Maintenance and Operations revenue for the first year of the agreement, based upon prior year values. Put another way, under HB 3, the district will not receive a loss of M&O revenue as a consequence of this agreement; however, the law allows us to receive an additional contractual payment using pre-HB 3 calculations to produce a one-time benefit under this agreement. *Please note that the legislature will take up Chapter 313 in the coming legislative session; this provision is something that those who criticize Ch. 313 agreements would do away with. We will watch this legislative session carefully and seek to preserve this payment.*

- The District will receive "supplemental payments" or payments in lieu of taxation of $1 million over the life of the agreement, at the rate of $78,000 per year, payable in January of each year, beginning in 2022 and continuing through 2034.

Of course, all of this is based upon value estimates that were provided in the application, and is contingent on the project actually being built. After you've had a chance to digest this information, I would love to visit with you about this in more detail.

Sara Hardner Leon

Principal

SARA LEON & ASSOCIATES, LLC

2901 Via Fortuna, Building 6, Suite 475

Austin, Texas 78746

T: 512.637.4244

F: 512.637.4245

C: 512.656.4546

http://saraleonlaw.com/

Sara Hardner Leon
Sara Leon & Associates, LLC
Principal

512.637.4298 Work
sleon@saraleonlaw.com

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Bldg. 6, Suite 475
Austin, TX 78746

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Table 3 Estimated Financial Impact - Preliminary
Skidmore-Tynan ISD, Blackjack Creek Wind, #1497

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit $100 per ADA	Company Tax Benefit
0	2019-20	$0	$0	$0	1.0684	$0	$0	$0	$0	$0	$0	$0
0	2020-21	$0	$0	$0	1.0547	$0	$0	$0	$0	$0	$0	$0
0	2021-22	$0	$0	$0	1.0547	$0	$0	$0	$0	$0	$0	$0
QTP1/L1	2022-23	$141,333,333	$20,000,000	$121,333,333	1.0547	$1,490,643	$210,940	$1,279,703	-$1,279,703	$0	$78,000	-$78,000
QTP2/L2	2023-24	$130,733,333	$20,000,000	$110,733,333	1.0547	$1,378,844	$210,940	$1,167,904	$0	$1,167,904	$78,000	$1,089,904
L3	2024-25	$120,928,333	$20,000,000	$100,928,333	1.0547	$1,275,431	$210,940	$1,064,491	$0	$1,064,491	$78,000	$986,491
L4	2025-26	$111,858,708	$20,000,000	$91,858,708	1.0547	$1,179,774	$210,940	$968,834	$0	$968,834	$78,000	$890,834
L5	2026-27	$103,469,305	$20,000,000	$83,469,305	1.0547	$1,091,291	$210,940	$880,351	$0	$880,351	$78,000	$802,351
L6	2027-28	$95,709,107	$20,000,000	$75,709,107	1.0547	$1,009,444	$210,940	$798,504	$0	$798,504	$78,000	$720,504
L7	2028-29	$88,530,924	$20,000,000	$68,530,924	1.0547	$933,736	$210,940	$722,796	$0	$722,796	$78,000	$644,796
L8	2029-30	$81,891,105	$20,000,000	$61,891,105	1.0547	$863,705	$210,940	$652,765	$0	$652,765	$78,000	$574,765
L9	2030-31	$75,749,272	$20,000,000	$55,749,272	1.0547	$798,928	$210,940	$587,988	$0	$587,988	$78,000	$509,988
L10	2031-32	$70,068,077	$20,000,000	$50,068,077	1.0547	$739,008	$210,940	$528,068	$0	$528,068	$78,000	$450,068
MVP1	2032-33	$64,812,971	$64,812,971	$0	1.0547	$683,582	$683,582	$0	$0	$0	$78,000	-$78,000
MVP2	2033-34	$59,951,998	$59,951,998	$0	1.0547	$632,314	$632,314	$0	$0	$0	$78,000	-$78,000
MVP3	2034-35	$55,455,598	$55,455,598	$0	1.0547	$584,890	$584,890	$0	$0	$0	$78,000	-$78,000
MVP4	2035-36	$51,296,428	$51,296,428	$0	1.0547	$541,023	$541,023	$0	$0	$0	$0	$0
MVP5	2036-37	$47,449,196	$47,449,196	$0	1.0547	$500,447	$500,447	$0	$0	$0	$0	$0
TOTALS						$13,703,060	$5,051,656	$8,651,403	-$1,279,703	$7,371,701	$1,014,000	$6,357,701

*Note: School District Revenue-Loss estimates are subject to change based on various factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year project appraisal values, and changes in school district tax rates. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Richard Waterhouse**
Subject:	**Consideration and Possible approval of an Agreement under Texas Economic Development Act for a Limitation on Appraised Value of Property for School District maintenance and Operation Taxes with Blackjack Creek Wind Farm, LLC, Comptroller Application #1497**	Attachments?	**Yes**

ACTION

BACKGROUND INFORMATION:

Blackjack Creek Wind Farm, LLC proposes to invest $141,000,000 in the District to construct a renewable wind energy generation project. The project will generate an estimated $20 Million in local taxes to be paid to the school district, County, hospital district and other local taxing authorities.

The project will be on the District's tax rolls beginning January, 2022 at an I&S taxable value of $141 Million. For I&S purposes, if the District maintains its current I&S tax rate of $.31, the project will generate an additional $4 Million to pay its outstanding bonds. The District currently has $9.5 Million of outstanding bonds, so at a $.31 tax rate, this project alone will reduce the amount your taxpayers will pay to satisfy the district's existing debt obligation by 40%.

The proposed agreement has been approved by the Comptroller of Public Accounts, and provides for protection to the school district from any loss of revenue due to the agreement, as well as for supplemental payments to the District that may be used for general school operation.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve an Agreement for Value Limitation for School District Maintenance and Operations Taxes Pursuant to Chapter 313 of the Texas Property Tax Code from Blackjack Creek Wind Farm, LLC, Comptroller Application #1497

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____

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

---

by and between

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

and

BLACKJACK CREEK WIND FARM, LLC

(Texas Taxpayer ID 32061984061)

Comptroller Application No. 1497

Dated

October 12, 2020

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

STATE OF TEXAS §

COUNTY OF BEE §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **BLACKJACK CREEK WIND FARM, LLC,** Texas Taxpayer Identification Number 32061984061 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on June 2, 2020, the Superintendent of Schools of the Skidmore-Tynan Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on June 2, 2020, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and June 26, 2020 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Bee County Appraisal District established in Bee County, Texas (the "Bee County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on July 24, 2020, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact

evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on October 12, 2020, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on October 12, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on October 12, 2020, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on October 2, 2020, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on October 12, 2020, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I
DEFINITIONS

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

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

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

"*Applicant*" means Blackjack Creek Wind Farm, LLC, *(Texas Taxpayer ID 32061984061),* the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

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

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

"*Application*" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on June 2, 2020. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

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

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

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

"*Appraisal District*" means the Bee County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Skidmore-Tynan Independent School District.

"*Comptroller*" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

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

"*County*" means Bee County, Texas.

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

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

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

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

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

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

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

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

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

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

"*Qualifying Time Period*" means the period defined in Section 2.3.C, during which the Applicant shall

make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"*State*" means the State of Texas.

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

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

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

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

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

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

"Aggregate Limit" means, for any Tax Year during the Tax Limitation Period of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

"*Applicable School Finance Law*" means the State constitution and laws, agency regulations and/or judicial rulings then controlling the public school finance system for Texas public schools and school districts generally and the District specifically, in accordance with all provisions thereof applicable to any terms of this Agreement at the time any computation, calculation or obligation of either Party under this Agreement is required to be performed or for the period to which such computation, calculation or obligation relates, as applicable. The term includes any amendments or successor statutes that may be adopted in the future which affect the calculation of the District's Maintenance and Operations Revenue or the Applicant's ad valorem tax obligation to the District, in each case, either with or without the limitation on appraised value of property pursuant to this Agreement.

"*Commercial Operations*" shall mean the date on which the Project described in the Application for Value Limitation Agreement becomes commercially operational and capable of being placed into service,

such that it has been constructed and is capable of producing electricity.

"Cumulative Payments" means for each year of this Agreement the total of all payments, calculated under Articles IV, V and VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus all other payments paid by Applicant to compensate District for loss of revenue under this Agreement for the current Tax Year.

"*Lost M&O Revenue*" means the reduction in Maintenance and Operations *ad valorem* Tax Revenue to the District caused by, resulting from, or on account of the execution of this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date of this Agreement as calculated in accordance with Section 4.2 of this Agreement.

"Maintenance and Operations Tax Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 48 of the TEXAS EDUCATION CODE, or any other statutory provision as well as any amendment or successor statute to these provisions, minus (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iii) above may be amended by Applicable School Finance Law from time to time. Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

"New M&O Revenue" means the total State and local Maintenance and Operations Tax Revenue that the District actually received for such school year attributable to the Qualified Property that is the subject of this Agreement.

"Net Tax Benefit" means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

"Option to Terminate" means Applicant's written notice to the District that (i) Applicant has determined that it will not commence or complete construction of the Applicant's Qualified Investment prior to the beginning of the Tax Limitation Period and (ii) Applicant has elected to unilaterally terminate this Agreement. Applicant's election of an Option to Terminate shall not require Applicant to pay any penalty or further liability consistent with Section 7.1.

"*Original M&O Revenue*" means the total State and local Maintenance and Operations Tax Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property been subject to the

ad valorem maintenance and operations tax at the then-current tax rate. For purposes of this calculation, the Third Party will base its calculations upon the District's taxable value of property for the preceding tax year as certified by the Appraisal District for all taxable accounts in the District, less the Qualified Property subject to this Agreement, plus the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District's tax levy for debt service (interest and sinking fund) ad valorem tax purposes.

"*Third Party*" shall have the meaning set forth in Section 4.3.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 2.2 the TEXAS TAX CODE.

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is June 26, 2020, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is October 12, 2020.

C. The Qualifying Time Period for this Agreement:

i. Starts on January 1, 2022, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and

ii. Ends on December 31, 2023, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

i. Starts on January 1, 2022, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and

ii. Ends on December 31, 2031.

E. The Final Termination Date for this Agreement is December 31, 2036.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by

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

A. the Market Value of the Applicant's Qualified Property; or

B. $20,000,000.

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

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

A. have completed the Applicant's Qualified Investment in the amount of $10,000,000 during the Qualifying Time Period;

B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and

C. pay an average weekly wage of at least $738 for all New Non-Qualifying Jobs created by the Applicant.

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

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

ARTICLE III
QUALIFIED PROPERTY

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

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

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax

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

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

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF PARTIES.

It is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256 (d) of the TEXAS EDUCATION CODE that the District shall be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue as a direct result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI of this Agreement. **It is the intent of the Parties that the risk of any and all Lost M&O Revenue as a direct result of, or on account of, entering into this Agreement, will be borne by the Applicant and not by the District.**

Subject to the limitations contained in this Agreement, the calculation of any Lost M&O Revenue required to be paid by the Applicant under this Article IV shall be made for the first time in the first complete Tax Year following the Application Approval Date and every year thereafter during the term of this Agreement.

Within 60 days from the date the Tax Limitation Period begins, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such Qualified Property within the boundaries of the land which is subject to the Agreement, if such final description is different than the description provided in the Application or any supplemental application information, or if no substantial

changes have been made, a verification of the fact that no substantial changes have been made.

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

i. For illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement;

ii. Are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and,

iii. May change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2 CALCULATING LOST M&O REVENUE.

Subject to the limitations contained in this Agreement, the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on Final Termination Date (the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

Subject to the limitations contained in this Agreement, the Lost M&O Revenue owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

In making the calculations required by this Section 4.2:

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.

ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).

iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.

iv. For all calculations made for years during the Tax Limitation Period under this Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year.

v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operation Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not unreasonably be withheld.

Section 4.4. DATA USED FOR CALCULATIONS.

The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, and Article VI of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all

reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE.

Notwithstanding any other provision in this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, solely because of its participation in this Agreement, the Applicant shall make payments to the District that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operation Revenue as a direct result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. PAYMENT BY APPLICANT.

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars ($15,000.00). For any Tax Year outside of the Tax Limitation Period and for which the Comptroller's Biennial Report is not required, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 which exceeds Seven Thousand Five Hundred Dollars ($7,500.00).

Section 4.9. RESOLUTION OF DISPUTES.

Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations. Any appeal by the Applicant of the final determination of calculations shall in no way limit Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT.

In the event that the Cumulative Payments for any Tax Year during the Tax Limitation Period of this Agreement shall exceed the Applicant's Net Tax Benefit for that Tax Year, the Cumulative Payments owed for that year shall be limited to the Applicant's Net Tax Benefit for that Tax Year. Amounts otherwise due and owing by the Applicant to the District which, by virtue of this payment limitation, are not paid in that Tax Year shall be carried forward from year to year into subsequent Tax Years until paid in full.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.

In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment caused directly by such project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS.

In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth

in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V, and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31st of the year following that in which such Supplemental Payment accrued.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.
Notwithstanding the foregoing:

A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars ($100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars ($50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of $50,000 or $100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance for the previous school year.

Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT.

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2022) and ending December 31 of the third year following the end of the Tax Limitation Period (2034), Supplemental payments shall be owed. The amount of each Supplemental Payment shall be equal to the limitation amount calculated in accordance with Section 6.2 above, except that for all Tax Years during the Tax Limitation Period, the supplemental payment amount shall be subject to the Aggregate Limit as provided in the following paragraph.

If, for any Tax Year during the Tax Limitation Period of this Agreement the Cumulative Payments calculated under Sections IV, V and VI of this Agreement exceed the Aggregate Limit for such Tax Year, the Applicant's Supplemental Payment amount for such Tax Year shall be reduced by the difference between the Cumulative Payments and the Aggregate Limit for such Tax Year, with such difference being carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant's

Cumulative Payments; (ii) the determination of the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Cumulative Payments and Supplemental Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant's Supplemental Payment amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.

(a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.

(b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 6.1.

(c) Any appeal by the Applicant of the calculations made by the Third Party under this Article VI shall be done in the same manner as set forth in Section 4.9, above.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

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

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

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

ARTICLE VIII
ADDITIONAL OBLIGATIONS OF APPLICANT

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

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

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

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

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

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

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

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.
By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

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

i. date of submission of the final payment;

ii. Final Termination Date; or
iii. date of resolution of all disputes or payment.

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

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

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

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

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

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

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

ARTICLE IX
MATERIAL BREACH OR EARLY TERMINATION

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

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

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

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

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

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

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

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

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

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

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

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

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

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

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

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

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

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

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

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

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

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

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

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Bee County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with

such mediation.

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

C. If payments become due under this Agreement and are not received before the expiration of the ninety (90) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

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

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the

methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

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

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

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS
Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

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

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

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

C. In the event that there is no tax limitation in place for the tax year that the Material Breach

occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

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

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

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

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

To the District		**With Copy to**
Name:	Skidmore-Tynan Independent School District	Sara Leon & Associates, LLC
Attn:	Superintendent Sherry Myers or her successor	Sara Hardner Leon
Address:	224 W. Main St.	2901 Via Fortuna, Suite 475
City/Zip:	Skidmore, Texas 78389	Austin, Texas 78746
Phone :	(361) 287-3426	(512) 637-4244
Fax :	(361) 287-3442	(512) 637-4245
Email:	Sherry.myers@stbobcats.net	sleon@saraleonlaw.com

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

To the Applicant		**With Copy to**
Name:	Blackjack Creek Wind Farm, LLC	
Attn:	Sean Logsdon, Executive Vice President	

Address:	701 Brazos Street Suite 1400
City/Zip:	Austin, Texas 78389
Phone :	(512) 423-1878
Fax:	(512) 494-9581
Email:	sean.logsdon@rwe.com

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

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

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

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

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

i. The Applicant shall submit to the District and the Comptroller:

a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;

b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

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

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

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

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

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

i. The Applicant shall comply with written requests from the District or the Comptroller to provide additional information necessary to prepare a Comptroller certificate for a limitation for the conditions prior to the start of the Qualifying Time Period; and

ii. If the Comptroller provides its certificate for a limitation with conditions different from the existing agreement, the District shall hold a meeting and determine whether to amend this Agreement to include the conditions required by the Comptroller or terminate this Agreement; or

iii. If the Comptroller withdraws its certificate for a limitation based on the revised Application, the District shall terminate this Agreement.

Section10.3. ASSIGNMENT.

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

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

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

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

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

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

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

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

Section 10.9. INTERPRETATION.

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

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

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

i. The Act;

ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and

iii. This Agreement and its Attachments including the Application as incorporated by reference.

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

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

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

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

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

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

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

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

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

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

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of

this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

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

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

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

B. Delivery is deemed complete as follows:

i. When delivered if delivered personally or sent by express courier service;

ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or

iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 12th day of October, 2020.

BLACKJACK CREEK WIND FARM, LLC

By: _____
Sean Logsdon, Executive Vice President

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

By: _____
Will Carriger, President
Board of Trustees

ATTEST: _____
Rick Olivares, Secretary
Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

RESOLUTION OF THE BOARD OF TRUSTEES OF THE

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

A Resolution designating a certain area as a reinvestment zone in connection with an economic development Agreement under Chapter 313 of the Texas Tax Code, such reinvestment zone located within the geographic boundaries of the Skidmore-Tynan Independent School District, in Bee County, Texas, to be known as the "Blackjack Creek Wind Farm Reinvestment Zone"; establishing the boundaries thereof in connection with an application for value limitation agreement for school district maintenance and operations taxes under chapter 313 of the Texas Tax Code submitted by Blackjack Creek Wind Farm, LLC (Taxpayer I.D. 32061984061), Comptroller's Application No. 1497:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Skidmore-Tynan Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, on October 12, 2020, the District's Board of Trustees held a public hearing regarding the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A and B; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes, as authorized by Chapter 313 of the TEXAS TAX CODE with Blackjack Creek Wind Farm, LLC (Texas Taxpayer I.D. No. 32061984061); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Bee County, Texas to be known as the "Blackjack Creek Wind Farm Reinvestment Zone" as shown on the attached Exhibit B.

NOW THEREFORE, BE IT RESOLVED BY THE SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "Blackjack Creek Wind Farm Reinvestment Zone" has been properly called, held, and conducted;

(b) That the boundaries of the "Blackjack Creek Wind Farm Reinvestment Zone" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the legal description attached hereto as Exhibit A;

(c) That creation of the boundaries as described in Exhibit A will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "Blackjack Creek Wind Farm Reinvestment Zone" described in Exhibit A meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE §312.0025, encompassing the area described by the descriptions in Exhibit A, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "Blackjack Creek Wind Farm Reinvestment Zone."

SECTION 4. That the "Blackjack Creek Wind Farm Reinvestment Zone" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone.

PASSED, APPROVED, AND ADOPTED on this 12th day of October, 2020.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

By:

_____
Will Carriger, President
Board of Trustees

ATTEST:

By:

_____
Rick Olivares, Secretary
Board of Trustees

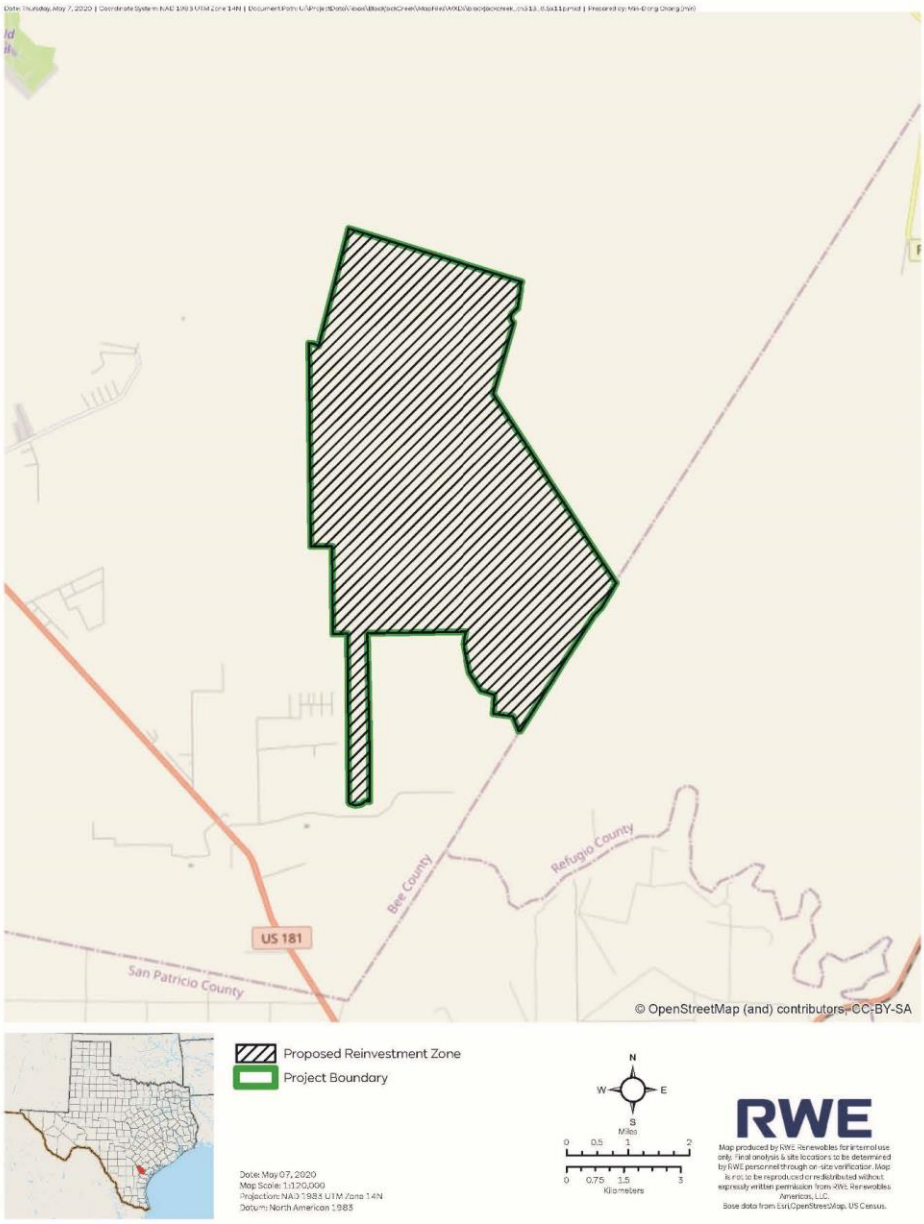
EXHIBIT A

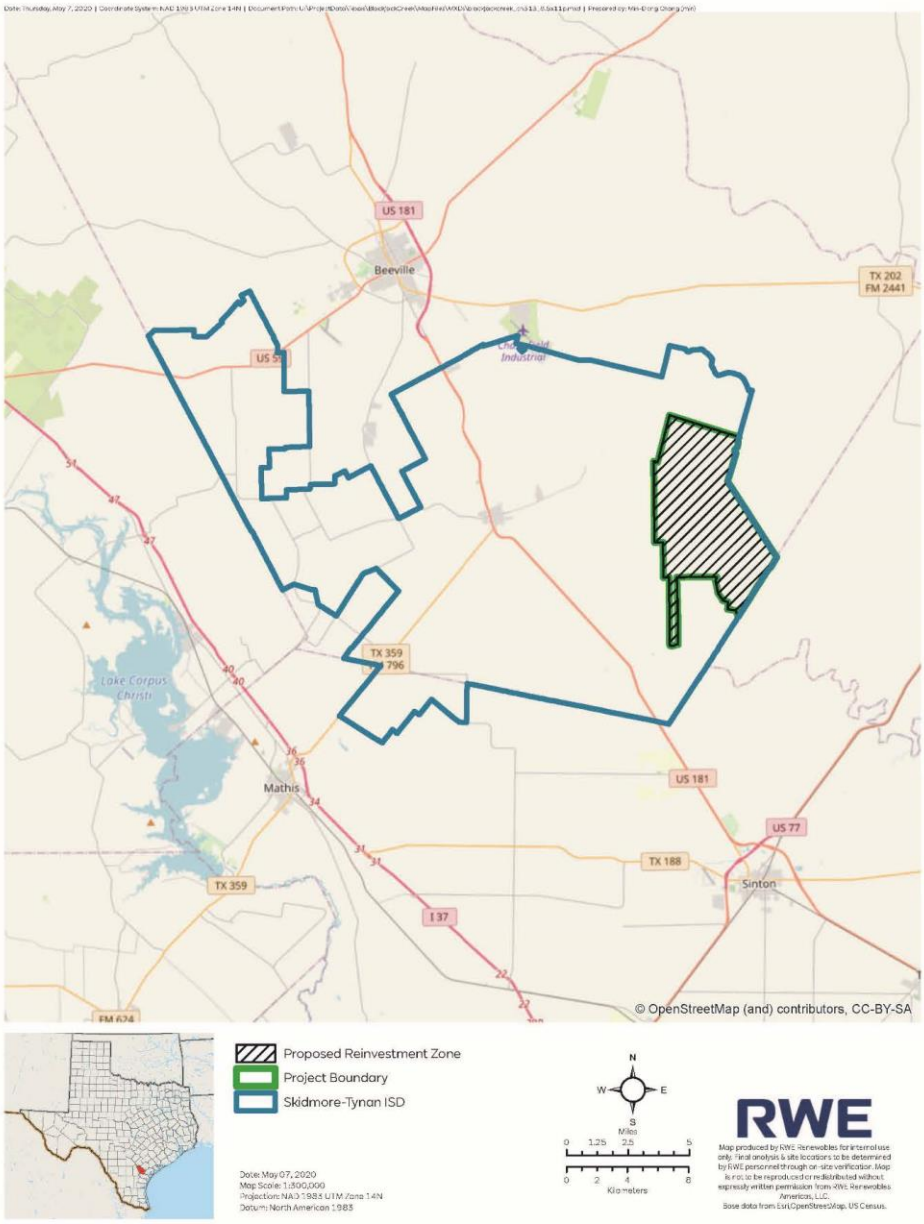
LEGAL DESCRIPTION OF THE "BLACKJACK CREEK WIND FARM REINVESTMENT ZONE"

Parcel ID	Acreage	Legal Description	Owner
1899	115.6	W L BARTELS ABST 4 TR 1-1 40% UND INT IN 389.00 AC	ROCHE KATHLEEN D TTEE OF THE KR TRUST
29514	16,269.550	LAURA D THOMPSON EST RANCH BLKS 3, 4, AND 5 16269.550 AC	BURKE HOLLOW CORP
7220	7051.97	LAURA D THOMPSON EST RANCH BLK 2 7051.97 AC	BURKE HOLLOW CORP

EXHIBIT B

SURVEY MAP OF THE "BLACKJACK CREEK WIND FARM REINVESTMENT ZONE"


US 181
San Patricio County
Bee County
Refugio County
© OpenStreetMap (and) contributors, CC-BY-SA
Proposed Reinvestment Zone
Project Boundary
Date: May 07, 2020
Map Scale: 1:120,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983
N
W
E
S
Miles
0 0.5 1 2
0 0.75 1.5 3
Kilometers
RWE
Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri,OpenStreetMap, US Census.


US 181
Beeville
TX 202
FM 2441
US 59
Industrial
TX 359
796
Lake Corpus Christi
Mathis
US 181
US 77
TX 188
Sinton
TX 359
I 37
© OpenStreetMap (and) contributors, CC-BY-SA
Proposed Reinvestment Zone
Project Boundary
Skidmore-Tynan ISD
Date: May 07, 2020
Map Scale: 1:300,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983
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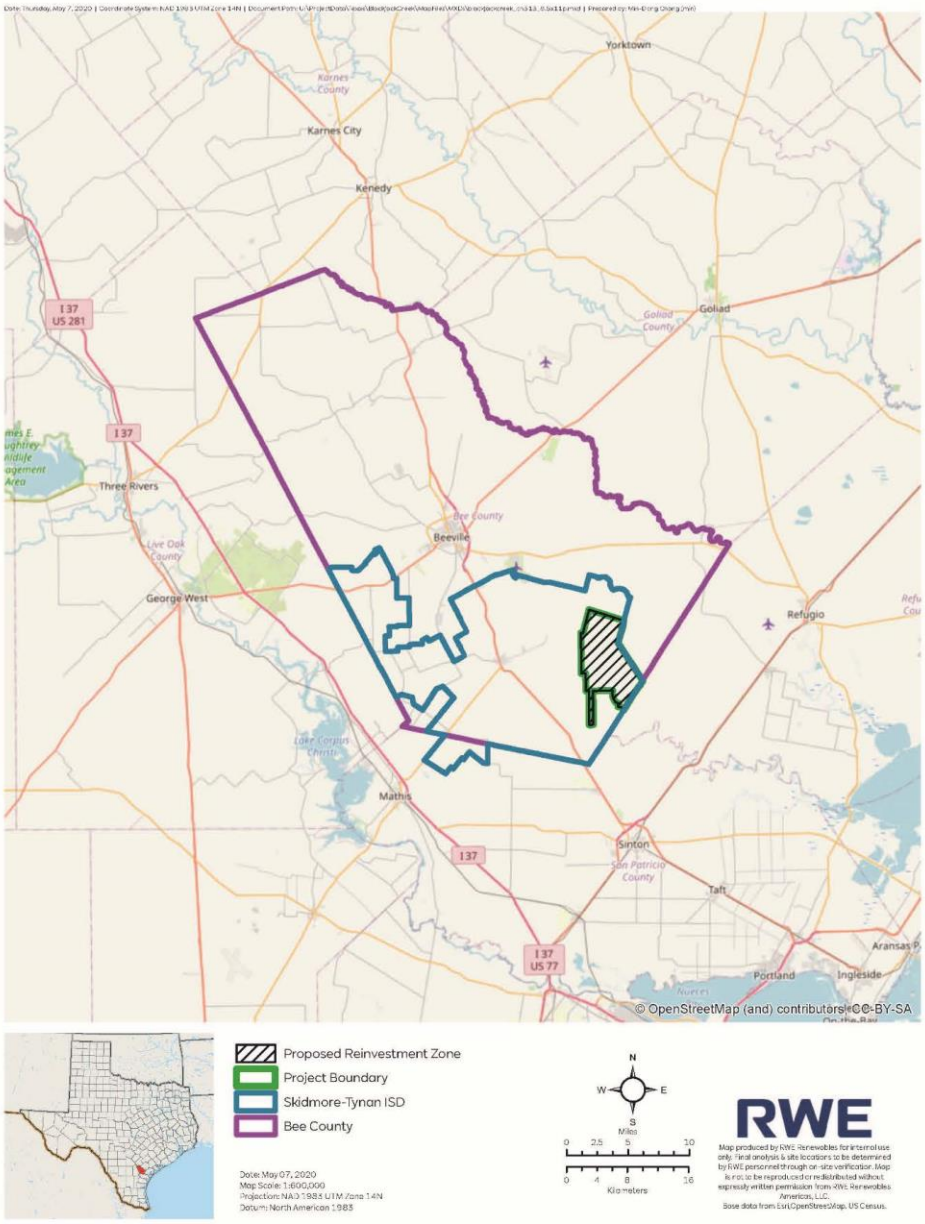
Kilometers
RWE
Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri,OpenStreetMap, US Census.

EXHIBIT 1


Yorktown
Karnes County
Karnes City
Kenedy
137
US 281
Goliad
Goliad County
137
Three Rivers
Bee County
Beeville
Live Oak County
George West
Refugio
Lake Corpus Christi
Mathis
137
Sinton
San Patricio County
Taft
137
US 77
Portland
Ingleside
© OpenStreetMap (and) contributors, CC-BY-SA
Proposed Reinvestment Zone
Project Boundary
Skidmore-Tynan ISD
Bee County
Date: May 07, 2020
Map Scale: 1:600,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983
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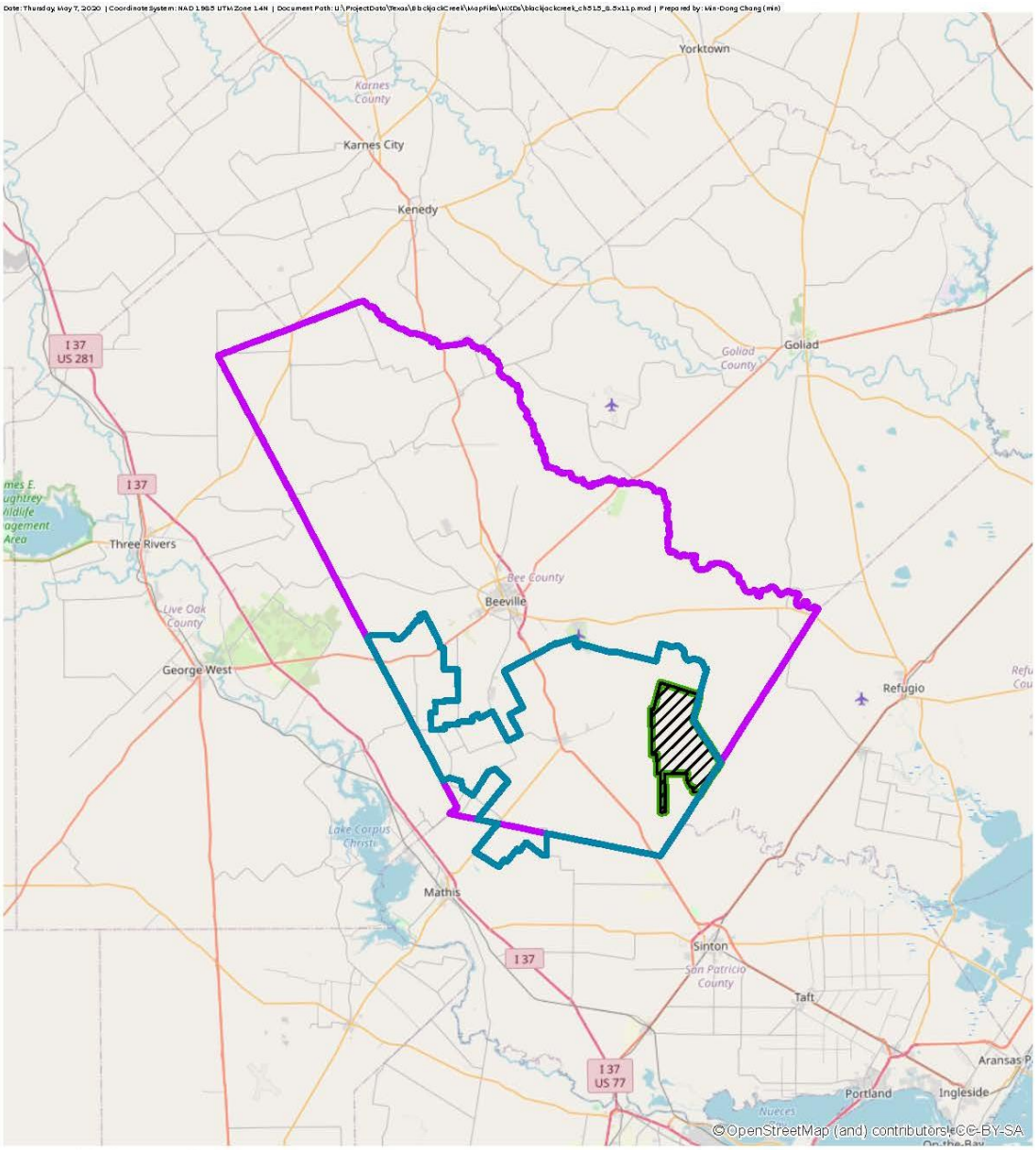
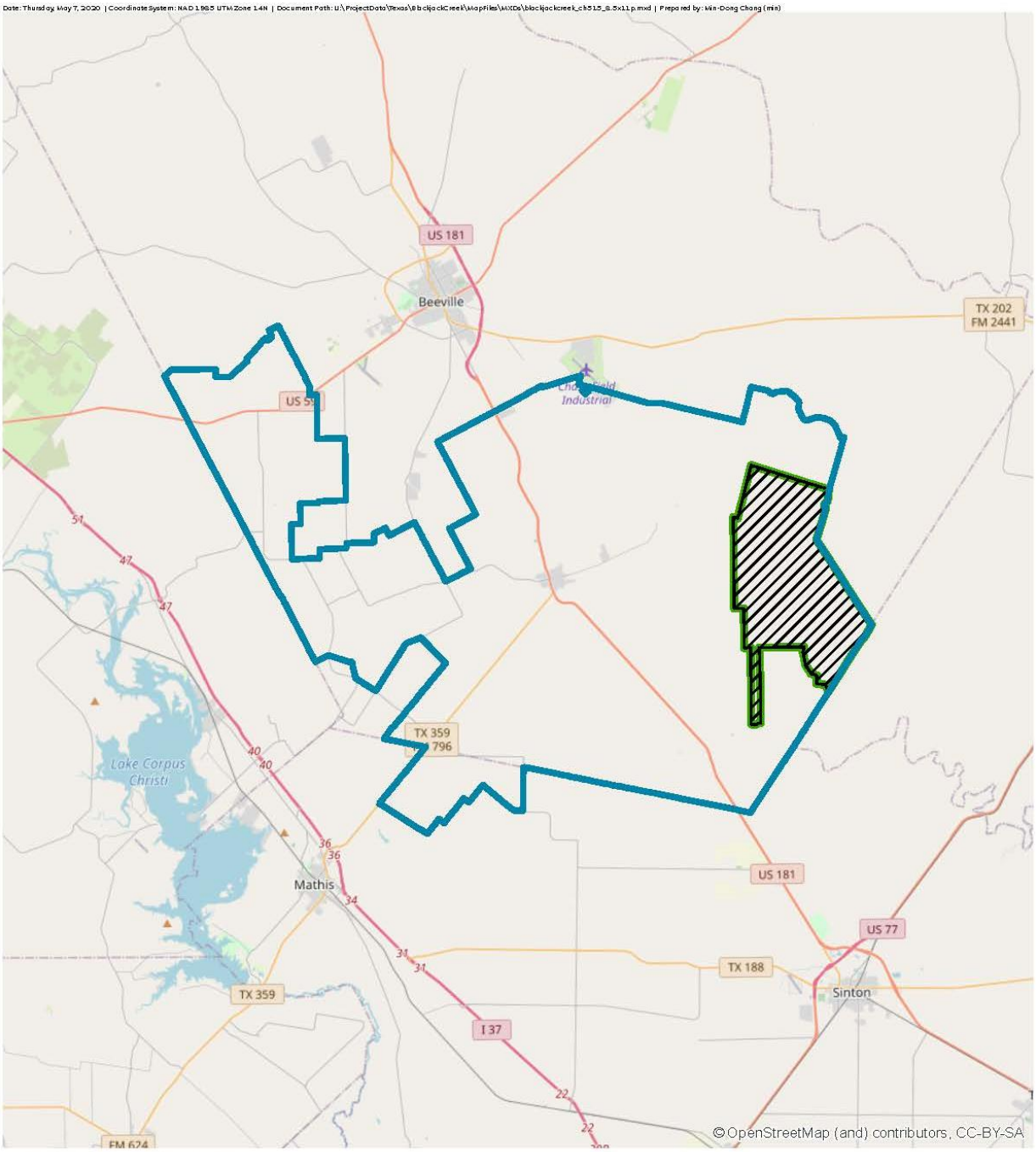
Kilometers
RWE
Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri,OpenStreetMap, US Census.

EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND



Date: Thursday, May 7, 2020 | Coordinate System: NAD 1983 UTM Zone 14N | Document Path: U:\ProjectData\Texas\BlackjackCreek\MapFiles\MXDs\blackjackcreek_ch515_8.5x11p.mxd | Prepared by: Min-Dong Chang (min)



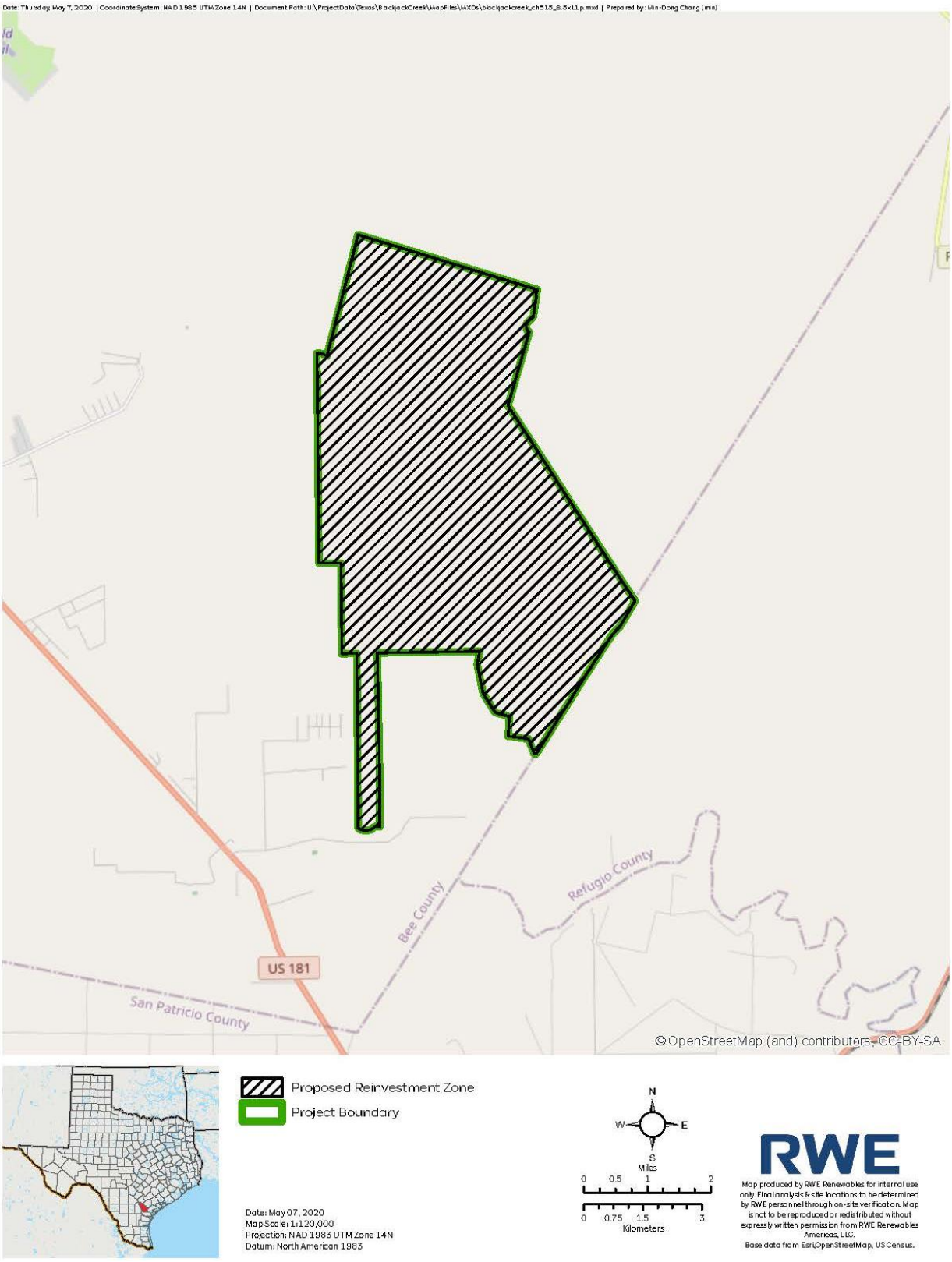
Proposed Reinvestment Zone
Project Boundary
Skidmore-Tynan ISD

Date: May 07, 2020
Map Scale: 1:300,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983

N
W E
S
Miles
0 1.25 2.5 5
0 2 4 8
Kilometers

RWE

Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri, OpenStreetMap, US Census.


Date: Thursday, May 7, 2020 | Coordinate System: NAD 1983 UTM Zone 14N | Document Path: U:\ProjectData\Texas\BlackjackCreek\MapFiles\MXDs\blackjackcreek_ch515_8.5x11p.mxd | Prepared by: Min-Dong Chang (min)
Bee County
Refugio County
US 181
San Patricio County
© OpenStreetMap (and) contributors, CC-BY-SA
Proposed Reinvestment Zone
Project Boundary
N
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S
Miles
0 0.5 1 2
0 0.75 1.5 3
Kilometers
RWE
Map produced by RWE Renewables for internal use only. Final analysis & site locations to be determined by RWE personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from RWE Renewables Americas, LLC.
Base data from Esri, OpenStreetMap, US Census.
Date: May 07, 2020
Map Scale: 1:120,000
Projection: NAD 1983 UTM Zone 14N
Datum: North American 1983

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

The Project layout is not finalized at this time, but the base case scenario assumes that approximately 53% of the total project will be located in Skidmore-Tynan ISD (based on the location of the wind turbine generators). Skidmore-Tynan ISD is proposed to have approximately 7 of the 2.3-MW wind turbine generators and 25 of the 4.8-MW wind turbine generators (for a total of 32 wind turbines and 136 MWs of capacity) within its boundary.

Additional improvements constituting Qualified Investment in Skidmore-Tynan ISD will include:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 32 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- One 345:34.5kV collection substation, including transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line located in Skidmore-Tynan ISD.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables
- Eligible ancillary and necessary equipment

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Project layout is not finalized at this time, but the base case scenario assumes that approximately 53% of the total project will be located in Skidmore-Tynan ISD (based on the location of the wind turbine generators). Skidmore-Tynan ISD is proposed to have approximately 7 of the 2.3-MW wind turbine generators and 25 of the 4.8-MW wind turbine generators (for a total of 32 wind turbines and 136 MWs of capacity) within its boundary.

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- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables
- Eligible ancillary and necessary equipment

Please Note: This application covers all qualified property within Skidmore-Tynan ISD. All of the property, equipment, and improvements owned by the applicant and located in the reinvestment zone within the boundary of Skidmore-Tynan ISD will be qualified property under this application.

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Board President**
Subject:	**Announcement of Board Members' Continuing Education Hours**	Attachments?	**Yes**

INFORMATION

BACKGROUND INFORMATION:

Per State Board of Education rule, the Board President is required to announce Board Continuing Education Credit Hours on an annual basis.

RECOMMENDATION:

Not Applicable.

BOARD ACTION REQUIRED:

Information Purposes. No action required.

Annual Announcement on Continuing Education

BOARD PRESIDENT'S SCRIPT

Board President:

Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

As Board President (if absent, then replace with "Presiding Officer of the Board"), I am required to announce the name of each member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable.

There are nine training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Open Government
4. Cybersecurity
5. Post-Legislative Update to the Texas Education Code
6. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children (Child Abuse Prevention)
7. Evaluating Student Academic Performance and Setting Goals
8. Team Building
9. Additional Continuing Education

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member's training in excess of the continuing education requirements.

1. Local District Orientation

Board President:

The following first-year board members have completed the local district orientation training:

1. Wes Rix
2. Andrew Lemon

2. Orientation to the Texas Education Code:

Board President:

The following first-year board members have time remaining to complete the Orientation to the Texas Education Code training and have not yet scheduled this training:

1. Wes Rix
2. Andrew Lemon

3. Open Government:

Board President:

The following first-year board members have completed the Open Government training:

1. Wes Rix
2. Andrew Lemon

4. Cybersecurity:

Board President:

The following board members have completed the annual Cybersecurity training:

1. Will Carriger
2. April Alvarado
3. Rick Olivares
4. Luke Hardin
5. Joe Menchaca

The following first-year board members were not members of the board at the time of the annual Cybersecurity training and therefore did not attend the training for the year:

1. Wes Rix
2. Andrew Lemon

5. Post-Legislative Update to the Texas Education Code

Board President:

No board members were required to complete Post-Legislative Update to the Texas Education Code training for the time period covered by this announcement.

6. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children

Board President:

The following board members have time remaining to complete the biennial training on identifying and reporting abuse and trafficking and have not yet scheduled this training:

1. Will Carriger
2. April Alvarado
3. Rick Olivares
4. Luke Hardin
5. Joe Menchaca
6. Wes Rix
7. Andrew Lemon

7. Evaluating and Improving Student Outcomes (formerly SB 1566)

Board President:

The following board members have time remaining to complete the biennial training on evaluating and improving student Outcomes (formerly SB 1566): and have not yet scheduled this training:

1. April Alvarado
2. Will Carriger
3. Rick Olivares
4. Luke Hardin
5. Joe Menchaca
6. Wes Rix
7. Andrew Lemon

8. Team Building

Board President:

The following board members have completed the annual team-building training:

1. Will Carriger
2. April Alvarado
3. Rick Olivares
4. Luke Hardin
5. Joe Menchaca

The following first-year board members were not members of the board at the time of the annual team building training and therefore did not attend the training for the year:

1. Wes Rix
2. Andrew Lemon

9. Additional Continuing Education

Board President:

The following board members have time remaining to complete the Additional Continuing Education and have not yet scheduled this training:

1. April Alvarado
2. Will Carriger
3. Rick Olivares
4. Luke Hardin
5. Joe Menchaca
6. Wes Rix
7. Andrew Lemon

School Board Continuing Education Record

School District: Skidmore-Tynan ISD

	Local Orientation and Open Government (New Members)	Orientation to Texas Education Code (TEC) (New Members)	Post Legislative Update to TEC	Team-Building	Additional Continuing Education	Child Abuse Prevention	Cybersecurity	Evaluating & Improving Student Outcomes
April Alvarado	N/A	N/A	N/A	06/08/20			2/14/2020	
Will Carriger	N/A	N/A	N/A	06/08/20			2/14/2020	
Luke Hardin	N/A	N/A	N/A	06/08/20			2/14/2020	
Andrew Lemon	**7-20-2020 (3Hrs)**	**TBD ONLINE**	N/A					
Joe Menchaca	N/A	N/A	N/A	06/08/20			2/14/2020	
Rick Olivares	N/A	N/A	N/A	06/08/20			2/14/2020	
Wes Rix	**7-20-2020 (3Hrs)**	**TBD ONLINE**	N/A					

** Applicable for first year board members only*

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SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mrs. Moore**
Subject:	**Consideration and Possible Acceptance of 2020 Bee County and San Patricio County Tax Roll**	Attachments?	**Yes**

ACTION

BACKGROUND INFORMATION:

The Bee County Tax Assessor-Collector submits the tax roll for acceptance on an annual basis. The attached document is the 2020-2021 tax roll as submitted by the Bee County Tax Assessor-Collector for acceptance by the District

RECOMMENDATION:

Administration recommends that the Board of Trustees accept the 2020 Bee County and San Patricio County Tax Roll as presented by Administration.

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____

SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

Date of Meeting:	**October 12, 2020**	Presented By:	**Mr. Waterhouse**
Subject:	**Consideration and Possible Approval of Returning of all students to traditional learning on campus**	Attachments?	**No**

ACTION

BACKGROUND INFORMATION:
Since returning to face to face instruction, the district has had one confirmed COVID-19 student case. Online, virtual instruction has been challenging for both students and teachers. Student achievement and engagement for remote learners trails resident students significantly.

RECOMMENDATION:
Administration recommends the Board of Trustees approve the return to full-time, on campus instruction beginning October 20, 2020 for Elementary and November 9, 2020 for both JH and HS.

BOARD ACTION REQUIRED:

Board Approval.

MOTION: _____

SECOND: _____

VOTE: _____