

**The Board of Trustees  
Aledo ISD  
Agenda of Special Meeting**

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A Special Meeting of the Board of Trustees of Aledo ISD will be held August 28, 2023, beginning at 6:00 PM in the Aledo ISD Administration Board Room, 1008 Bailey Ranch Rd, Aledo, TX 76008.

**Aledo Independent School District Vision  
Growing Greatness through exceptional experiences that empower learners for life**

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

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

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

I. Call To Order

Forrest Collins, President

II. Determine a Quorum

III. Public Comment on Agenda Item

Forrest Collins, President

IV. Public Hearing to Discuss 2023-2024 Budget and Proposed Tax Rate 3

Earl Husfeld, Chief Financial Officer

V. Consider Approval of Adoption of the 2023-2024 Fiscal Year Budget 5

Earl Husfeld, Chief Financial Officer

VI. Consider Approval of a Resolution Calling a Portion of the Aledo ISD Series 2016 34

Unlimited Tax Refunding Bonds for Redemption Prior to Maturity

Earl Husfeld, Chief Financial Officer

VII. Consider Approval of Adoption of Tax Rate for the 2023-2024 Fiscal Year 38

Earl Husfeld, Chief Financial Officer

VIII. Consider Approval of Final Amended Budgets for 2022-2023 46

Earl Husfeld, Chief Financial Officer

IX. Consider Approval of Interlocal Agreement and Addendum between Property Casualty 48

Alliance of Texas and Aledo Independent School District

Earl Husfeld, Chief Financial Officer

X. Consider Approval of Blanket Easement Between the Tri-County Electric Cooperative and 57

Aledo Independent School District

Chris Campbell, Chief Facilities and Construction Officer

XI. Consider Approval of Purchase of District Security Film for Exterior Entrances

62

Chris Campbell, Chief Facilities and Construction Officer

XII. Executive Session

Forrest Collins, President

A. Section 551.074 - Personnel Matters- The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

B. Section 551.071 - Consultation with Attorney- The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071

C. Section 551.072 - Deliberation Regarding Real Property- The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071)

D. Section 551.0821 - School Board- The Board will discuss personally identifiable information about a public school student.

E. Texas Government Code Sections 551.076 and 551.089- Deliberation Regarding Security Devices or Safety Audits

XIII. Adjourn

Forrest Collins, President



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Public Hearing to Discuss 2023-2024 Budget and Proposed Tax Rate

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- Prior to the adoption of the 2023-2024 fiscal year budget, the Board of Trustees is required to conduct a public meeting to discuss the budget and proposed tax rate during which any taxpayer of the District may be present and participate in the meeting.
- It would be appropriate for the President of the Board of Trustees to introduce this agenda item, allow Dr. Bohn and Mr. Husfeld to make some brief remarks and/or explanations about the budget, and then the President may solicit input and questions from the audience.
- A copy of the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate that was published in *The Community News* is provided for your information and review.

### **FISCAL INFORMATION:**

None

### **ATTACHMENTS:**

Notice of Public Meeting to Discuss Budget and Proposed Tax Rate

### **ADMINISTRATIVE RECOMMENDATION:**

None – Informational Report

# NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The ALEDO ISD will hold a public meeting at 06:00 pm, August 28, 2023 in Administration Building Board Room, 1008 Bailey Ranch Road, Aledo, TX 76008. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$0.757500/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.450000/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

### Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	7.23 % increase
Debt Service	27.81 % increase
Total Expenditures	11.85 % increase

### Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$6,538,981,074	\$10,264,677,959
Total appraised value* of new property**	\$270,418,813	\$399,484,898
Total taxable value*** of all property	\$5,345,137,843	\$6,272,654,473
Total taxable value*** of new property**	\$270,418,813	\$399,484,898

\*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

\*\* "New property" is defined by Section 26.012(17), Tax Code.

\*\*\* "Taxable value" is defined by Section 1.04(10), Tax Code.

### Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\* \$376,053,438

\*Outstanding principal.

### Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance &amp; Operations</u>	<u>Interest &amp; Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
<b>Last Year's Rate</b>	\$0.942900	\$0.425000	\$1.367900	\$9,525	\$2,402
<b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b>	\$0.823530	\$0.494340	\$1.317870	\$9,235	\$3,203
<b>Proposed Rate</b>	\$0.757500	\$0.450000	\$1.207500	\$9,539	\$3,262

\*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

### Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$407,049	\$588,371
Average Taxable Value of Residences	\$359,033	\$361,060
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.367900	\$1.207500
Taxes Due on Average Residence	\$4,911.21	\$4,359.80
Increase (Decrease) in Taxes		\$-551.41

**Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.**

**Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.246897. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.246897.**

### Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$20,475,165
Interest & Sinking Fund Balance(s)	\$4,537,104

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit [Texas.gov/PropertyTaxes](http://Texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Adoption of the 2023-2024 Fiscal Year Budget

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- Per Section 44.002 of the Texas Education Code, “the Superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year.”
- The budget must be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education, and adopted policies of the Board of Trustees.
- Once the budget has been prepared, the Board of Trustees must call a meeting for the purpose of adopting a budget for the succeeding fiscal year. Budgets for the General Fund, the Child Nutrition Fund, and the Debt Service Fund must be included in the official district budget and must be adopted by August 31.
- The following summary of the proposed 2023-2024 budget is presented for your review and consideration.
- The proposed budget addresses the 2023-2024 budget priorities and provides for the items necessary to fund the District’s instructional programs and operational costs for the 2023-2024 fiscal year.
- The proposed budget provides for a proposed tax rate of \$1.2075. This proposed tax rate is a decrease of \$0.1604 from the 2022-2023 tax rate of \$1.3679. The proposed M&O component of the tax rate decreases \$0.1854 from \$0.9429 to \$0.7575. The proposed I&S component of the tax rate increases \$0.025 from \$0.4250 to \$0.4500.

### **FISCAL INFORMATION:**

Adoption of the 2023-2024 Fiscal Year Budget

### **ATTACHMENTS:**

Summary of the Proposed 2023-2024 Fiscal Year Budget

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve and adopt the 2023-2024 fiscal year revenues and appropriations budgets for the General Fund, the Child Nutrition Fund, and the Debt Service Fund as presented.

## 2023-2024 Budget Priorities

The following budget priorities have been identified as the basis of the development of the District's 2023-2024 budget. As the Board of Trustees and Administration work through the budget development process in the coming months, these priorities may be adjusted or modified to meet identified needs of the District.

- Staffing at levels that meet student needs (using required student teacher ratios; services needed by students to address learning loss due to COVID-19 pandemic; services needed by students, such as special education, dyslexia, ESL, etc.)
- Staffing at levels that allows the District to function efficiently and effectively given functional workload and to address learning loss due to COVID-19 pandemic.
- Include a number of growth full-time equivalent positions to address District staffing needs.
- Maintain salaries and pay structures that are competitive in the market so we can attract and retain the best staff. This is especially critical for the 2023-2024 year due to the current employee hiring market and scarcity of teachers and auxiliary staff to fill positions.
- Include funding to allow students to be able to participate in enriching learning opportunities when they arise (based on past year's expenditures for student registration, travel, etc.)
- Include funding to purchase instructional materials and professional development that align with our instructional focus for the year.
- Include funding to purchase technology to implement the District's technology plan and for new classrooms attributable to student growth that is consistent with the standard in existing classrooms.
- Include funding for classroom instructional resources for new teaching positions attributable to student growth that is consistent with the standard in existing classrooms.
- Include funding to support the District's increased safety and security measures on campuses.
- Include funding to provide for the basic operations of the District, such as utilities, maintenance services, custodial services, grounds services, insurance, etc.
- Provide for the additional staffing and operational costs of opening new campuses.
- Take into consideration the makeup of the District's primarily residential property tax base.
- Account for the historical lows, and potential fundamental change, in student attendance rates as they significantly impact state funding revenues.
- Use conservative student growth projections in staffing and budgeting given the apparent housing slow down and lower than expected enrollment growth based on current student enrollment/registration.
- During the 2023 regular legislative session the Texas Legislature did not deliver on promised and expected increases in funding for teacher and staff compensation and safety, even with significant inflation and a \$30 billion surplus available at the state level. Therefore, the Administration will make operational budget cuts where possible, targeting campus and department discretionary operating budgets, but also adjusting operations to decrease costs and using attrition to make some staffing adjustments.
- Given the lack of additional funding from the state, consider those expenses for which federal ESSER grant funds have been used since the funding will no longer be available after the 2023-2024 budget year.

## **Aledo Independent School District 2023-2024 Budget Highlights**

- Projected student enrollment – 8,532, an increase of 675 students (8.59%) from the Fall 2022 PEIMS submission.
- Projected average daily attendance – 7,806.78 (91.5% of projected student enrollment).
- 2023 certified taxable value of all property in the District is \$6,300,390,060, an increase in value of \$939.90 million, or 17.53% from the 2022 certified values.
- Current year tax collections based on a projected 99.0% collection rate.
- The following additional staff positions approved during the March 2023, May 2023, and June 2023 board meetings at a projected cost of approximately \$2,140,750:
  - All Elementary Schools
    - 16 teachers
    - 3 instructional aides
    - 1 speech therapist
    - 1 certified medical assistant
  - All Middle Schools
    - 4 teachers
    - 1 instructional aide
  - Aledo High School/Daniel Ninth Grade Campus/Aledo Learning Center
    - 7.5 teachers
    - .5 counselor
    - 1 instructional aide/job coach
    - 1 math specialist
  - District Wide
    - 1 occupational therapist
    - .5 physical therapist
    - 1 licensed specialist in school psychology
    - 7 child nutrition staff (funded from Child Nutrition Program)
    - 1 police officer
    - 1 communications coordinator
    - 1 business office clerk
    - 1 SHARS clerk (funded from additional SHARS funding)
    - 1 general maintenance staff
- General pay increase (GPI) of approximately \$1,418,251 as follows:
  - Teacher step increase of approximately \$182,000
  - One-time payment in October 2023 of approximately \$1,073,651 as follows:
    - 2% of market median salary for teachers and 2% of pay range midpoint for other employees.
  - \$22 per hour starting salary for bus drivers
  - District contribution to employee medical coverage increased by \$25 per month per employee.
- \$284,000 budget increase for custodial services and grounds services due to expiration of previous contract and re-bid for these services.

**Aledo Independent School District  
2023-2024 Budget Highlights**

- \$523,296 budget increase for additional cost of the District’s property/casualty coverage
- Increase of approximately \$70,000 for Parker County Appraisal District budget allocation.
- Projected increase of approximately \$500,000 in the District’s Chapter 49 payment to the Texas Education Agency.
- Increase of approximately \$77,500 in the annual lease payment for staff computers due to additional staff added over prior three (3) years to address increased student enrollment.

➤ Tax rates:

	Actual <u>2022-2023</u>	Proposed <u>2023-2024</u>
General Fund (M&O)	\$ 0.9429	\$ 0.7575
Debt Service Fund (I&S)	<u>0.4250</u>	<u>0.4500</u>
Total	<u>\$ 1.3679</u>	<u>\$ 1.2075</u>

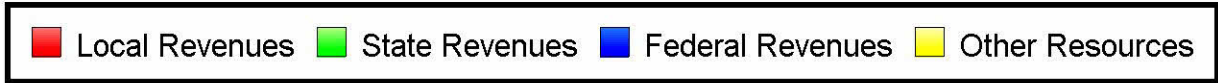
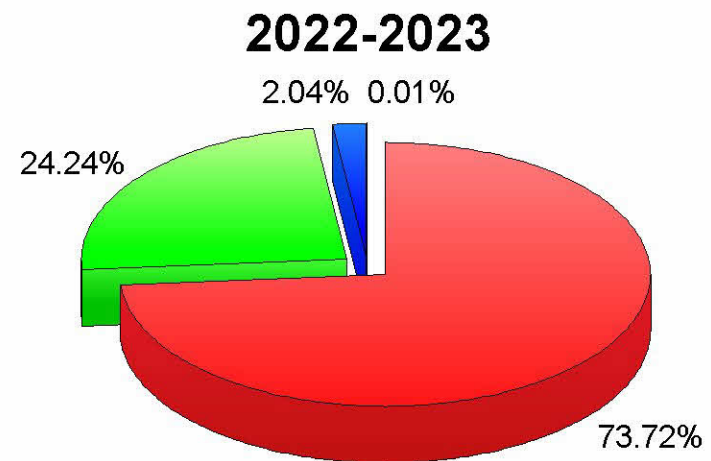
**Aledo Independent School District  
Budget Summary  
All Budgeted Funds**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Child Nutrition Fund</u>	<u>2023-2024 Proposed Total</u>	<u>2022-2023 Budget Total</u>	<u>Yearly Difference</u>	<u>% of Change</u>
<b>Projected Fund Balance, September 1</b>	<b><u>26,825,165</u></b>	<b><u>3,548,353</u></b>	<b><u>1,254,650</u></b>	<b><u>31,628,168</u></b>	<b><u>34,074,763</u></b>		
<b><u>Revenues</u></b>							
Local Revenues	49,624,482	28,314,643	2,425,000	80,364,125	74,333,682	6,030,443	8.11
State Revenues	29,344,092	675,000	15,000	30,034,092	24,438,872	5,595,220	22.89
Federal Revenues	500,000	0	1,603,163	2,103,163	2,058,325	44,838	2.18
Other Resources	<u>15,000</u>	<u>0</u>	<u>0</u>	<u>15,000</u>	<u>8,000</u>	<u>7,000</u>	<u>87.50</u>
<b>Total Revenues &amp; Other Resources</b>	<b><u>79,483,574</u></b>	<b><u>28,989,643</u></b>	<b><u>4,043,163</u></b>	<b><u>112,516,380</u></b>	<b><u>100,838,879</u></b>	<b><u>11,677,501</u></b>	<b><u>11.58</u></b>
<b><u>Appropriations</u></b>							
Payroll Costs	64,573,055	0	1,828,244	66,401,299	62,411,209	3,990,090	6.39
Professional & Contracted Services	10,638,002	0	56,500	10,694,502	9,420,344	1,274,158	13.53
Supplies & Materials	4,074,605	0	1,999,919	6,074,524	5,738,788	335,736	5.85
Other Operating Expense	3,436,223	0	8,500	3,444,723	2,888,183	556,540	19.27
Debt Service	0	28,989,643	0	28,989,643	22,408,039	6,581,604	29.37
Capital Outlay	240,000	0	150,000	390,000	418,911	(28,911)	(6.90)
Transfers Out/Other Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
<b>Total Appropriations</b>	<b><u>82,961,885</u></b>	<b><u>28,989,643</u></b>	<b><u>4,043,163</u></b>	<b><u>115,994,691</u></b>	<b><u>103,285,474</u></b>	<b><u>12,709,217</u></b>	<b><u>12.30</u></b>
<b>Increase (Decrease) in Fund Balance</b>	<b><u>(3,478,311)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>(3,478,311)</u></b>	<b><u>(2,446,595)</u></b>		
<b>Projected Fund Balance, August 31</b>	<b><u>23,346,854</u></b>	<b><u>3,548,353</u></b>	<b><u>1,254,650</u></b>	<b><u>28,149,857</u></b>	<b><u>31,628,168</u></b>		
<b>Fund Balance as a % of Appropriations</b>	<b><u>28.14</u></b>	<b><u>12.24</u></b>	<b><u>31.03</u></b>	<b><u>24.27</u></b>	<b><u>30.62</u></b>		

# Aledo ISD

## Total Revenues by Source

### All Budgeted Funds



**Aledo Independent School District  
Appropriation Summary by Function & Object  
All Budgeted Funds**

<u>Function</u>	<u>Professional Payroll &amp; Contracted Costs</u>	<u>Professional &amp; Contracted Services</u>	<u>Supplies &amp; Materials</u>	<u>Other Operating Expenses</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>2023-2024 Proposed Total</u>	<u>% of Total</u>
Function 11 - Classroom Instruction	43,958,052	1,146,937	1,319,340	167,485	0	0	46,591,814	40.18
Function 12 - Instructional Resources/Media Services	798,869	29,560	58,900	4,800	0	0	892,129	0.77
Function 13 - Curriculum/Instructional Staff Development	632,522	59,000	38,789	261,156	0	0	991,467	0.85
Function 21 - Instructional Leadership	951,913	5,000	18,300	30,800	0	0	1,006,013	0.87
Function 23 - School Leadership	4,114,739	4,000	57,219	65,050	0	0	4,241,008	3.66
Function 31 - Guidance & Counseling Services	2,810,841	19,000	79,400	29,710	0	0	2,938,951	2.53
Function 33 - Health Services	802,088	600	33,165	2,200	0	0	838,053	0.72
Function 34 - Student (Pupil) Transportation	2,852,828	149,331	690,875	214,201	0	0	3,907,235	3.37
Function 35 - Food Services	1,936,961	56,500	1,999,919	11,500	0	150,000	4,154,880	3.58
Function 36 - Cocurricular & Extracurricular Activities	1,613,424	360,490	529,750	683,898	0	115,000	3,302,562	2.85
Function 41 - General Administration	2,569,703	495,612	57,050	305,575	0	0	3,427,940	2.96
Function 51 - Facilities Maintenance & Operations	1,518,743	6,113,375	360,773	1,515,300	0	100,000	9,608,191	8.28
Function 52 - Security & Monitoring Services	774,206	122,841	105,144	4,300	0	0	1,006,491	0.87
Function 53 - Data Processing Services	1,026,980	227,256	725,900	147,748	0	25,000	2,152,884	1.86 <sup>1</sup>
Function 61 - Community Services	39,430	0	0	1,000	0	0	40,430	0.03
Function 71 - Debt Service	0	0	0	0	28,989,643	0	28,989,643	24.99
Function 81 - Facilities Acquisition & Construction	0	75,000	0	0	0	0	75,000	0.06
Function 91 - Chapter 41 Recapture	0	875,000	0	0	0	0	875,000	0.75
Function 99 - Other Intergovernmental Charges	0	955,000	0	0	0	0	955,000	0.82

<b>Total Appropriations</b>	<b>66,401,299</b>	<b>10,694,502</b>	<b>6,074,524</b>	<b>3,444,723</b>	<b>28,989,643</b>	<b>390,000</b>	<b>115,994,691</b>	<b>100.00</b>
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<b>% of Total</b>	<b>57.25</b>	<b>9.22</b>	<b>5.24</b>	<b>2.97</b>	<b>24.99</b>	<b>0.34</b>	<b>100.00</b>
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**Summary**

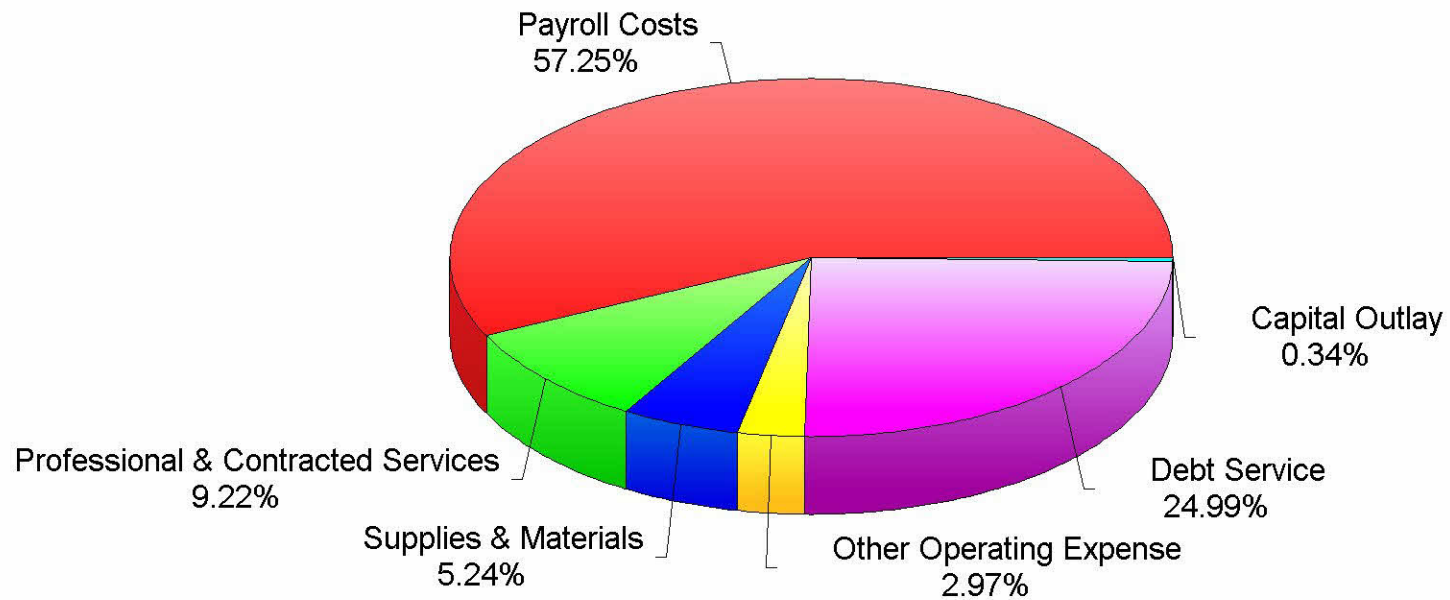
Instruction & Related (10's)	45,389,443	1,235,497	1,417,029	433,441	0	0	48,475,410	41.80
Instruction/Campus Leadership (20's)	5,066,652	9,000	75,519	95,850	0	0	5,247,021	4.52
Student Support Services (30's)	10,016,142	585,921	3,333,109	941,509	0	265,000	15,141,681	13.05
General Administration (40's)	2,569,703	495,612	57,050	305,575	0	0	3,427,940	2.96
Support Services (50's & 60's)	3,359,359	6,463,472	1,191,817	1,668,348	0	125,000	12,807,996	11.04
Debt Service (70's)	0	0	0	0	28,989,643	0	28,989,643	24.99
Intergovernmental Charges (80's & 90's)	0	1,905,000	0	0	0	0	1,905,000	1.64

<b>Total Appropriations</b>	<b>66,401,299</b>	<b>10,694,502</b>	<b>6,074,524</b>	<b>3,444,723</b>	<b>28,989,643</b>	<b>390,000</b>	<b>115,994,691</b>	<b>100.00</b>
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# Aledo ISD

## Total Appropriations by Object

### All Budgeted Funds

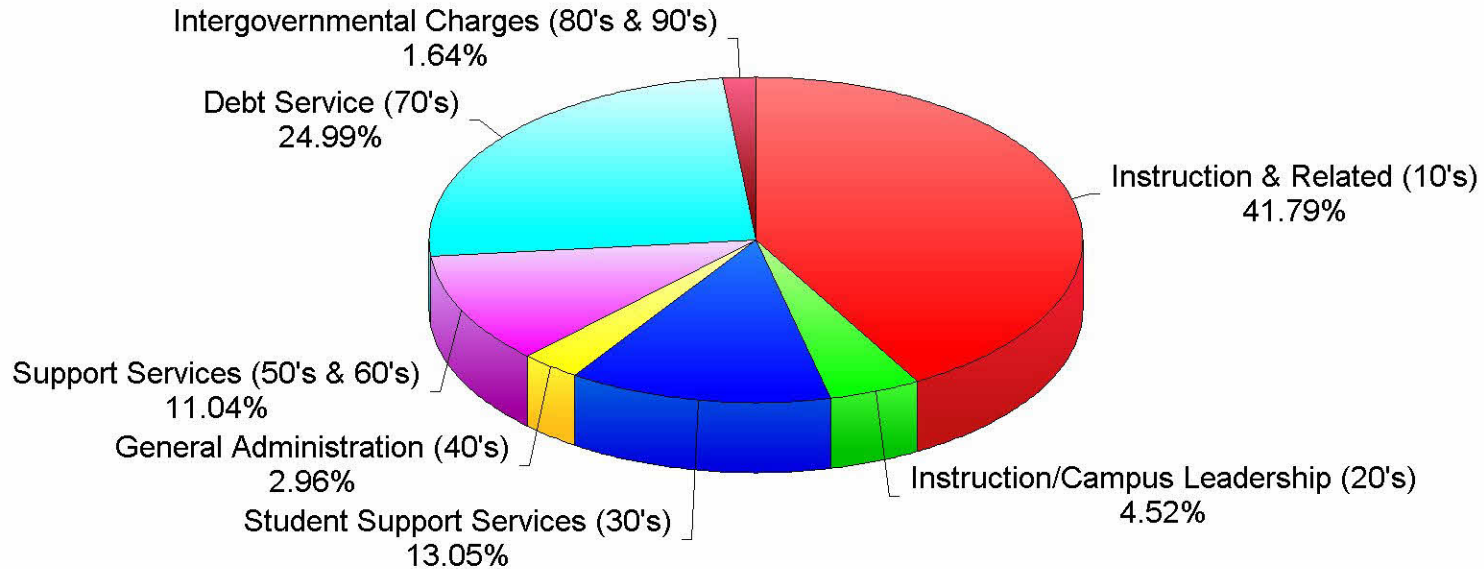


**2023-2024**

# Aledo ISD

## Total Appropriations by Function

### All Budgeted Funds



**2023-2024**

**Aledo Independent School District  
Revenue Summary by Source  
General Fund**

	<b><u>2022-2023</u></b> <b><u>Budget</u></b>	<b><u>2023-2024</u></b> <b><u>Proposed</u></b>	<b><u>Difference</u></b>	<b><u>% of</u></b> <b><u>Change</u></b>
<b><u>Local Revenues</u></b>				
Local Taxes - Current Year	48,663,643	47,006,482	(1,657,161)	(3.41)
Local Taxes - Prior Years	325,000	325,000	0	0.00
Penalties & Interest	180,000	180,000	0	0.00
Interest from Investments - Bank	7,500	40,000	32,500	433.33
Interest from Investments - TexPool	175,000	1,125,000	950,000	542.86
Facility Use/Rent	35,000	35,000	0	0.00
Facility Use/Rent, Athletic Fees, & Parking	37,500	42,500	5,000	13.33
Miscellaneous Revenue, Gifts/Donations, & Fees	266,000	340,000	74,000	27.82
Athletic Receipts & Concessions - Stadium	<u>453,500</u>	<u>530,500</u>	<u>77,000</u>	<u>16.98</u>
<b>Total Local Revenues</b>	<b><u>50,143,143</u></b>	<b><u>49,624,482</u></b>	<b><u>(518,661)</u></b>	<b><u>(1.03)</u></b>
<b><u>State Revenues</u></b>				
Per Capita & Foundation School Program	20,289,206	25,529,426	5,240,220	25.83
TRS On-Behalf Benefit	<u>3,814,666</u>	<u>3,814,666</u>	<u>0</u>	<u>0.00</u>
<b>Total State Revenues</b>	<b><u>24,103,872</u></b>	<b><u>29,344,092</u></b>	<b><u>5,240,220</u></b>	<b><u>21.74</u></b>

**Aledo Independent School District  
Revenue Summary by Source  
General Fund**

	<b><u>2022-2023</u></b> <b><u>Budget</u></b>	<b><u>2023-2024</u></b> <b><u>Proposed</u></b>	<b><u>Difference</u></b>	<b><u>% of</u></b> <b><u>Change</u></b>
<b><u>Federal Revenues &amp; Other Resources</u></b>				
School Health/SHARS Funding	425,000	500,000	75,000	17.65
Sale of Personal Property/Special Items	500	5,000	4,500	900.00
Gas Lease & Land Lease Receipts	<u>7,500</u>	<u>10,000</u>	<u>2,500</u>	<u>33.33</u>
<b>Total Federal Revenues &amp; Other Resources</b>	<b><u>433,000</u></b>	<b><u>515,000</u></b>	<b><u>82,000</u></b>	<b><u>18.94</u></b>
<b>Total Revenues &amp; Other Resources</b>	<b><u>74,680,015</u></b>	<b><u>79,483,574</u></b>	<b><u>4,803,559</u></b>	<b><u>6.43</u></b>

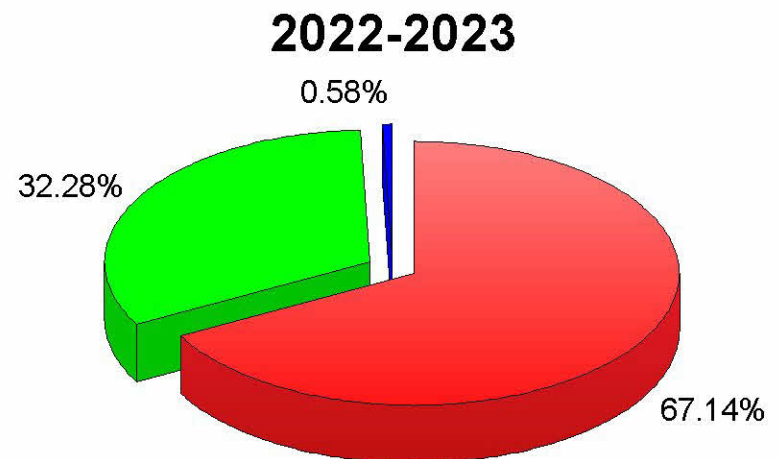
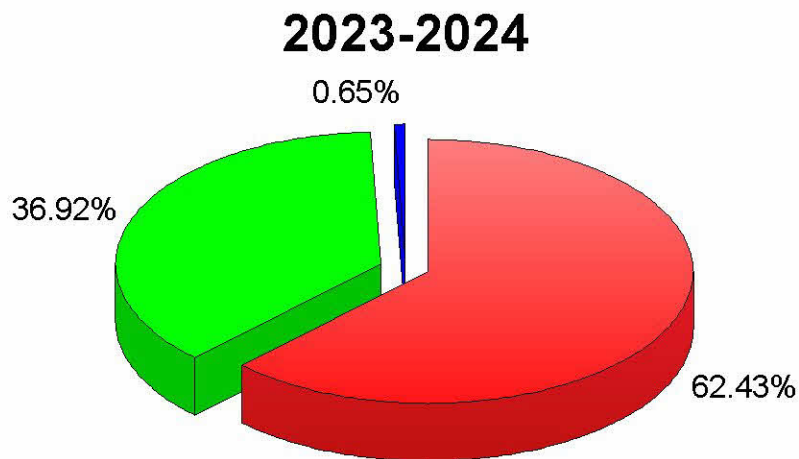
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	<b><u>2022-2023</u></b> <b><u>Budget</u></b>	<b><u>% of</u></b> <b><u>Total</u></b>	<b><u>2023-2024</u></b> <b><u>Proposed</u></b>	<b><u>% of</u></b> <b><u>Total</u></b>
<b><u>Summary</u></b>				
Local Revenues	50,143,143	67.14	49,624,482	62.43
State Revenues	24,103,872	32.28	29,344,092	36.92
Federal Revenues & Other Resources	<u>433,000</u>	<u>0.58</u>	<u>515,000</u>	<u>0.65</u>
<b>Total Revenues &amp; Other Resources</b>	<b><u>74,680,015</u></b>	<b><u>100.00</u></b>	<b><u>79,483,574</u></b>	<b><u>100.00</u></b>

# Aledo ISD

## Total Revenues by Source

### General Fund



Local Revenues State Revenues Federal Revenues & Other Resources

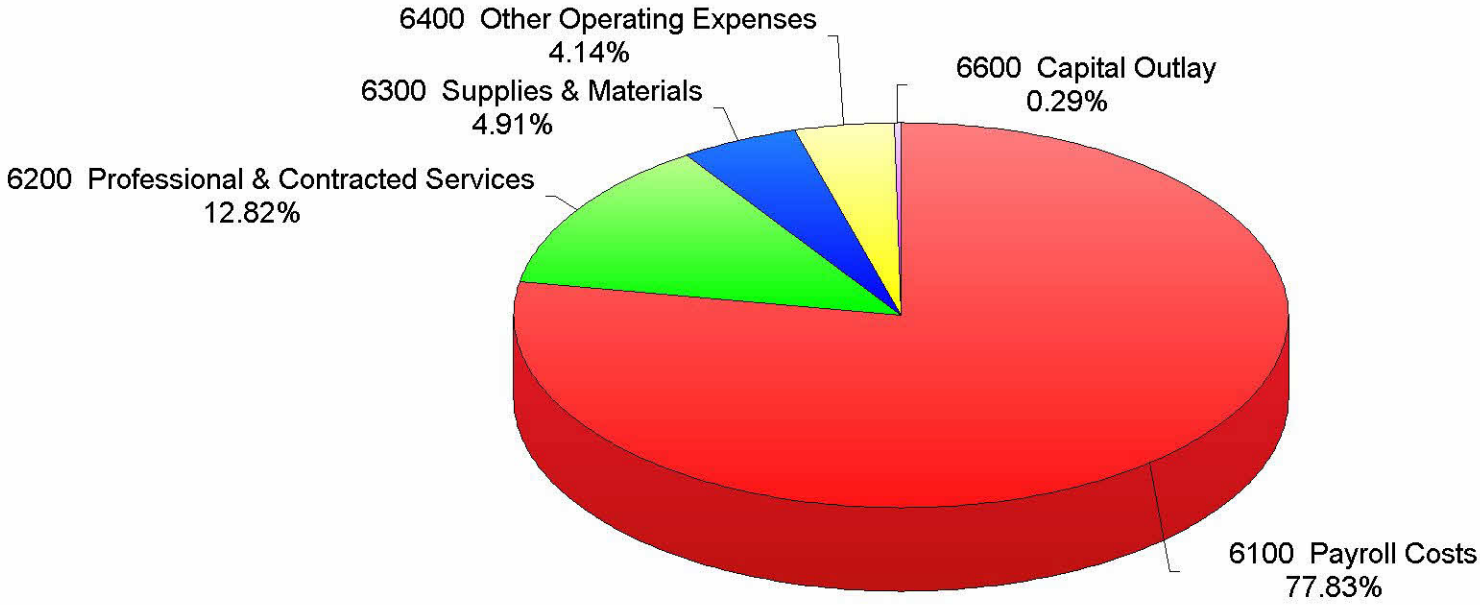
**Aledo Independent School District  
Appropriation Summary by Function & Object  
General Fund**

	<b>2022-2023</b>	<b>% of</b>	<b>2023-2024</b>	<b>% of</b>
	<b><u>Budget</u></b>	<b><u>Total</u></b>	<b><u>Proposed</u></b>	<b><u>Total</u></b>
<b><u>Summary by Function</u></b>				
Function 11 - Classroom Instruction	43,449,942	56.34	46,591,814	56.16
Function 12 - Instructional Resources & Media Services	900,792	1.17	892,129	1.08
Function 13 - Curriculum/Instructional Staff Development	967,801	1.25	991,467	1.20
Function 21 - Instructional Leadership	992,505	1.29	1,006,013	1.21
Function 23 - School Leadership	4,170,826	5.41	4,241,008	5.11
Function 31 - Guidance & Counseling Services	2,784,701	3.61	2,938,951	3.54
Function 33 - Health Services	799,931	1.04	838,053	1.01
Function 34 - Student (Pupil) Transportation	3,683,383	4.78	3,907,235	4.71
Function 35 - Food Services	111,717	0.14	111,717	0.13
Function 36 - Cocurricular & Extracurricular Activities	3,229,712	4.19	3,302,562	3.98
Function 41 - General Administration	3,224,871	4.18	3,427,940	4.13
Function 51 - Facilities Maintenance & Operations	8,432,894	10.93	9,608,191	11.58
Function 52 - Security & Monitoring Services	934,795	1.21	1,006,491	1.21
Function 53 - Data Processing Services	2,088,310	2.71	2,152,884	2.60
Function 61 - Community Services	44,430	0.06	40,430	0.05
Function 81 - Facilities Acquisition & Construction	35,000	0.05	75,000	0.09
Function 91 - Chapter 41 Recapture	375,000	0.49	875,000	1.05
Function 99 - Other Intergovernmental Charges	<u>900,000</u>	<u>1.17</u>	<u>955,000</u>	<u>1.15</u>
<b>Total Appropriations</b>	<b><u>77,126,610</u></b>	<b><u>100.00</u></b>	<b><u>82,961,885</u></b>	<b><u>100.00</u></b>
<b><u>Summary by Object</u></b>				
6100 Payroll Costs	60,823,804	78.86	64,573,055	77.84
6200 Professional & Contracted Services	9,388,699	12.17	10,638,002	12.82
6300 Supplies & Materials	3,777,213	4.90	4,074,605	4.91
6400 Other Operating Expenses	2,879,583	3.73	3,436,223	4.14
6600 Capital Outlay	<u>257,311</u>	<u>0.33</u>	<u>240,000</u>	<u>0.29</u>
<b>Total Appropriations</b>	<b><u>77,126,610</u></b>	<b><u>100.00</u></b>	<b><u>82,961,885</u></b>	<b><u>100.00</u></b>

# Aledo ISD

## Total Appropriations by Object

### General Fund



2023-2024

**Aledo Independent School District  
Budget Summary  
Child Nutrition Fund**

	<b><u>2022-2023</u></b> <b><u>Budget</u></b>	<b><u>2023-2024</u></b> <b><u>Proposed</u></b>	<b><u>Difference</u></b>	<b><u>% of</u></b> <b><u>Change</u></b>
<b><u>Local Revenues</u></b>				
Food Service Sales	<b><u>2,107,500</u></b>	<b><u>2,425,000</u></b>	<b><u>317,500</u></b>	<b><u>15.07</u></b>
<b><u>State Revenues</u></b>				
Food Service State Matching	<b><u>10,000</u></b>	<b><u>15,000</u></b>	<b><u>5,000</u></b>	<b><u>50.00</u></b>
<b><u>Federal Revenues &amp; Other Resources</u></b>				
Child Nutrition Programs	1,476,005	1,445,244	(30,761)	(2.08)
USDA Donated Commodities	<u>157,320</u>	<u>157,919</u>	<u>599</u>	<u>0.38</u>
<b>Total Federal Revenues &amp; Other Resources</b>	<b><u>1,633,325</u></b>	<b><u>1,603,163</u></b>	<b><u>(30,162)</u></b>	<b><u>(1.85)</u></b>
<b>Total Revenues &amp; Other Resources</b>	<b><u>3,750,825</u></b>	<b><u>4,043,163</u></b>	<b><u>292,338</u></b>	<b><u>7.79</u></b>
<b><u>Function 35 - Food Services</u></b>				
6100 Payroll Costs	1,587,405	1,828,244	240,839	15.17
6200 Professional & Contracted Services	31,645	56,500	24,855	78.54
6300 Supplies & Materials	1,961,575	1,999,919	38,344	1.95
6400 Other Operating Expenses	8,600	8,500	(100)	(1.16)
6600 Capital Outlay	<u>161,600</u>	<u>150,000</u>	<u>(11,600)</u>	<u>(7.18)</u>
<b>Total Appropriations</b>	<b><u>3,750,825</u></b>	<b><u>4,043,163</u></b>	<b><u>292,338</u></b>	<b><u>7.79</u></b>

**Aledo Independent School District  
Budget Summary  
Debt Service Fund**

	<u>2022-2023 Budget</u>	<u>2023-2024 Proposed</u>	<u>Difference</u>	<u>% of Change</u>
<b><u>Local Revenues</u></b>				
Local Taxes - Current Year	21,935,539	27,924,643	5,989,104	27.30
Local Taxes - Prior Years	80,000	80,000	0	0.00
Penalties & Interest	60,000	60,000	0	0.00
Interest from Investments - Bank	100	500	400	400.00
Interest from Investments - TexPool	<u>7,400</u>	<u>249,500</u>	<u>242,100</u>	<u>3,271.62</u>
<b>Total Local Revenues</b>	<b><u>22,083,039</u></b>	<b><u>28,314,643</u></b>	<b><u>6,231,604</u></b>	<b><u>28.22</u></b>
<b><u>State Revenues</u></b>				
Existing Debt Allotment/State Hold Harmless	<b><u>325,000</u></b>	<b><u>675,000</u></b>	<b><u>350,000</u></b>	<b><u>107.69</u></b>
<b>Total Revenues &amp; Other Resources</b>	<b><u>22,408,039</u></b>	<b><u>28,989,643</u></b>	<b><u>6,581,604</u></b>	<b><u>29.37</u></b>
<b><u>Function 71 - Debt Service</u></b>				
6500 Bond Principal	9,833,841	9,944,417	110,576	1.12
6500 Bond Interest	12,559,198	19,030,226	6,471,028	51.52
6500 Paying Agent Fees	<u>15,000</u>	<u>15,000</u>	<u>0</u>	<u>0.00</u>
<b>Total Function 71</b>	<b><u>22,408,039</u></b>	<b><u>28,989,643</u></b>	<b><u>6,581,604</u></b>	<b><u>29.37</u></b>
<b>Total Appropriations</b>	<b><u>22,408,039</u></b>	<b><u>28,989,643</u></b>	<b><u>6,581,604</u></b>	<b><u>29.37</u></b>

**Aledo Independent School District  
Teachers and Librarians  
2023-2024 New Hire Guide**

Completed Years of Experience	New Hire Salary
0	\$60,200
1	\$60,500
2	\$60,800
3	\$61,100
4	\$61,400
5	\$61,700
6	\$62,100
7	\$62,600
8	\$63,000
9	\$63,400
10	\$63,700
11	\$64,000
12	\$64,400
13	\$64,800
14	\$65,200
15	\$65,500
16	\$65,800
17	\$66,200
18	\$66,600
19	\$67,000
20	\$67,400
21	\$67,800
22	\$68,100
23	\$68,400
24	\$68,700
25	\$69,000
26	\$69,300
27	\$69,600
28	\$69,900
29	\$70,385
30	\$71,205

**\$1,000 General Master's Degree Stipend**

**Step increase for year of experience for continuing Teachers and Librarians**

The salaries listed above are based on 10-month employment for the 2023-2024 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.



**Aledo Independent School District  
Clerical/Paraprofessional Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Days	Minimum	Midpoint	Maximum	
<b>1</b>			<b>Hourly Rate</b>	<b>\$15.15</b>	<b>\$18.03</b>	<b>\$20.91</b>
	Aide, Physical Education	177	177 Days	\$21,452	\$25,530	\$29,609
	Aide, Teacher's	177				
<b>2</b>			<b>Hourly Rate</b>	<b>\$16.05</b>	<b>\$19.11</b>	<b>\$22.17</b>
	Aide, ISS	177	177 Days	\$22,727	\$27,060	\$31,393
	Aide, Library	192	192 Days	\$24,653	\$29,353	\$34,053
	Aide, Special Education	177	195 Days	\$25,038	\$29,812	\$34,585
	Receptionist, High School	220	220 Days	\$28,248	\$33,634	\$39,019
	Receptionist, Middle School	195				
<b>3</b>			<b>Hourly Rate</b>	<b>\$17.05</b>	<b>\$20.30</b>	<b>\$23.55</b>
	Aide, Special Education, Special Needs	177	167 Days	\$22,779	\$27,121	\$31,463
	Attendance Clerk, High School	177	177 Days	\$24,143	\$28,745	\$33,347
	Attendance Clerk, Middle School	177	195 Days	\$26,598	\$31,668	\$36,738
	Certified Medical Assistant	177	205 Days	\$27,962	\$33,292	\$38,622
	Choral Accompanist	167	220 Days	\$30,008	\$35,728	\$41,448
	Distance Learning Aide, High School	195				
	Registrar/PEIMS Clerk, Elementary School	220				
	Registrar/PEIMS Clerk, Middle School	220				
	Registrar/PEIMS Clerk, Ninth Grade Campus	220				
	Secretary, Assistant Principal, High School	205				
	Secretary, Counselor, High School	205				
	Special Programs Clerk	195				
	Special Programs Clerk	220				
	Specialist, Truancy Prevention	177				



**Aledo Independent School District  
Clerical/Paraprofessional Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Days	Minimum	Midpoint	Maximum	
<b>4</b>			<b>Hourly Rate</b>	<b>\$18.10</b>	<b>\$21.55</b>	<b>\$25.00</b>
	Aide, Behavior Interventionist	180	180 Days	\$26,064	\$31,032	\$36,000
	Receptionist/Bearcat Store Manager, Administration Building	236	195 Days	\$28,236	\$33,618	\$39,000
	Registrar/PEIMS Clerk, High School	220	220 Days	\$31,856	\$37,928	\$44,000
	Secretary, Alternative School Principal	195	236 Days	\$34,173	\$40,686	\$47,200
	Secretary, Elementary School Principal	220				
	Secretary, Middle School Principal	220				
	Secretary, Ninth Grade Principal	220				
	Secretary/PEIMS, Early Childhood Academy Associate Principal	220				
<b>5</b>			<b>Hourly Rate</b>	<b>\$21.15</b>	<b>\$25.18</b>	<b>\$29.21</b>
	Accounts Payable Clerk	236	187 Days	\$31,640	\$37,669	\$43,698
	Licensed Vocational Nurse (LVN)	187	205 Days	\$34,686	\$41,295	\$47,904
	Payroll Clerk	236	220 Days	\$37,224	\$44,317	\$51,410
	Secretary, Athletic Director	236	236 Days	\$39,931	\$47,540	\$55,148
	Secretary, Child Nutrition	205				
	Secretary, High School Principal	220				
	Secretary, Maintenance	236				
	Secretary, Police/Technology	236				
	Secretary, Special Programs	236				
	Site Supervisor, Child Nutrition	205				
<b>6</b>			<b>Hourly Rate</b>	<b>\$23.90</b>	<b>\$28.45</b>	<b>\$33.00</b>
	Color Guard Instructor	187	187 Days	\$35,754	\$42,561	\$49,368
	Help Desk Technician	236	236 Days	\$45,123	\$53,714	\$62,304
	Secretary, Assistant Superintendent C & I	236				
	Secretary, Business Office	236				
	Secretary, Deputy Superintendent/Communications	236				
	Secretary, Human Resources	236				
	Secretary, Student Services/Assessment & Accountability	236				
	Specialist, Certification	236				
	Specialist, Human Resources	236				
<b>7</b>			<b>Hourly Rate</b>	<b>\$31.45</b>	<b>\$37.44</b>	<b>\$43.43</b>
	Executive Assistant, Superintendent	236	236 Days	\$59,378	\$70,687	\$81,996



**Aledo Independent School District  
Auxiliary Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Days	Minimum	Midpoint	Maximum	
<b>1</b>			<b>Hourly Rate</b>	<b>\$15.15</b>	<b>\$18.04</b>	<b>\$20.93</b>
	Assistant Instructor, Child Development Center	195	174 Days	\$15,817	\$18,834	\$21,851
	Bus Monitor	174	174* Days	\$17,135	\$20,403	\$23,672
	Bus Monitor/White Fleet	174	174** Days	\$18,453	\$21,973	\$25,493
	Child Nutrition Specialist (6.5 hrs. per day)	174*	174*** Days	\$19,771	\$23,542	\$27,314
	Child Nutrition Specialist, High School (7.0 hrs. per day)	174**	195 Days	\$23,634	\$28,142	\$32,651
	Child Nutrition Asst Manager, High School (7.5 hrs. per day)	174***				
<b>2</b>			<b>Hourly Rate</b>	<b>\$16.89</b>	<b>\$20.10</b>	<b>\$23.31</b>
	Child Nutrition Manager, Elementary School	180	180 Days	\$24,322	\$28,944	\$33,566
	Lead Instructor, Child Development Center	195	195 Days	\$26,348	\$31,356	\$36,364
	Warehouse Worker, Shipping & Receiving	261	261 Days	\$35,266	\$41,969	\$48,671
<b>3</b>			<b>Hourly Rate</b>	<b>\$17.79</b>	<b>\$21.18</b>	<b>\$24.57</b>
	Child Nutrition Manager, High School	180	167 Days	\$23,767	\$28,296	\$32,826
	Child Nutrition Manager, Middle School	180	180 Days	\$25,618	\$30,499	\$35,381
	Child Nutrition Manager, Ninth Grade Campus	180	261 Days	\$37,146	\$44,224	\$51,302
	General Maintenance Worker	261				
	Student Safety Specialist	167				
<b>4</b>			<b>Hourly Rate</b>	<b>\$20.87</b>	<b>\$24.84</b>	<b>\$28.81</b>
	Carpenter/Locksmith	261	236 Days	\$39,403	\$46,898	\$54,393
	Dispatcher	236	261 Days	\$43,577	\$51,866	\$60,155
	Safety Specialist	236				
	Trade Apprentice	261				
	Vehicle Mechanic	236				
	Vehicle Mechanic	261				
<b>5</b>			<b>Hourly Rate</b>	<b>\$25.83</b>	<b>\$30.76</b>	<b>\$35.69</b>
	Electrician	261	195 Days	\$40,295	\$47,986	\$55,676
	HVAC Technician	261	236 Days	\$48,767	\$58,075	\$67,383
	Mechanic Supervisor	236	261 Days	\$53,933	\$64,227	\$74,521
	Plumber	261				
	Police Officer	195				
	Routing Coordinator	236				



**Aledo Independent School District  
Auxiliary Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Days	Minimum	Midpoint	Maximum	
<b>6</b>			<b>Hourly Rate</b>	<b>\$29.65</b>	<b>\$35.30</b>	<b>\$40.95</b>
	Assistant Director, Child Development Center	207	207 Days	\$49,100	\$58,457	\$67,813
	Skilled Maintenance Lead	261	261 Days	\$61,909	\$73,706	\$85,504
<b>LRM</b>			<b>Hourly Rate</b>	<b>\$15.15</b>	<b>\$15.15</b>	<b>\$15.15</b>
	Lunch Room Monitor	167	167 Days	\$8,855	\$8,855	\$8,855
<b>BD</b>			<b>Hourly Rate</b>	<b>\$22.00</b>	<b>\$25.14</b>	<b>\$28.28</b>
	Bus Driver	174	174 Days	\$22,968	\$26,246	\$29,524



**Aledo Independent School District  
Administrative/Professional Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Months	Minimum	Midpoint	Maximum	
<b>1</b>						
	Business Manager	12				
	Coordinator, Communications	12				
	Coordinator, District PEIMS	12				
	Coordinator, Payroll and Benefits	12				
	Human Resources Manager	12				
	Purchasing Manager/Accountant (degreed)	12				
			<b>Monthly</b>	<b>\$5,330</b>	<b>\$6,500</b>	<b>\$7,670</b>
			12 Months	\$63,960	\$78,000	\$92,040
<b>2</b>						
	Assistant Principal, Elementary	11				
	Certified Behavior Analyst	10				
	Coordinator, Agriculture	12				
	Coordinator, Career Technology Education (CTE)	12				
	Counselor, Alternative School	10.5				
	Counselor, Elementary School	10.5				
	Counselor, High School	11/11.5				
	Counselor, District Intervention	11				
	Counselor, Ninth Grade Campus	11				
	Counselor, Middle School	10.5				
	Counselor, Special Education	10				
	Diagnostician	10.5				
	Director, Child Development Center	11				
	Facilities Supervisor	12				
	Instructional Facilitator, Special Education	11				
	Instructional Specialist	11				
	Licensed Specialist in School Psychology (LSSP)	10.5				
	Nurse, RN	10				
	Police Chief	12				
	Specialist, Behavior Intervention	10				
	Specialist, Early Literacy	11				
	Specialist, Lead Campus Testing	11				
	Speech Therapist, Special Education	10				
			<b>Monthly</b>	<b>\$5,927</b>	<b>\$7,228</b>	<b>\$8,529</b>
			10 Months	\$59,270	\$72,280	\$85,290
			10.5 Months	\$62,234	\$75,894	\$89,555
			11 Months	\$65,197	\$79,508	\$93,819
			11.5 Months	\$68,161	\$83,122	\$98,084
			12 Months	\$71,124	\$86,736	\$102,348



**Aledo Independent School District  
Administrative/Professional Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Months	Minimum	Midpoint	Maximum	
<b>3</b>			<b>Monthly</b>	<b>\$6,277</b>	<b>\$7,655</b>	<b>\$9,032</b>
	Assistant Principal, Middle School	11	10 Months	\$62,770	\$76,550	\$90,320
	Associate Principal, Early Childhood Academy	11.5	11 Months	\$69,047	\$84,205	\$99,352
	Construction Project Manager	12	11.5 Months	\$72,186	\$88,033	\$103,868
	Cyber Security Administrator	12	12 Months	\$75,324	\$91,860	\$108,384
	Database Administrator	12				
	Director, Band	11.5				
	Instructional Coordinator, English Language Arts	12				
	Instructional Coordinator, Instructional Technology	12				
	Instructional Coordinator, Math	12				
	Instructional Coordinator, Science	12				
	Instructional Coordinator, Social Studies	12				
	Occupational Therapist	10				
	Physical Therapist	10				
	Software Application Administrator	12				
	Systems Administrator	12				
<b>4</b>			<b>Monthly</b>	<b>\$7,086</b>	<b>\$8,642</b>	<b>\$10,197</b>
	Assistant Director, Transportation	12	11 Months	\$77,946	\$95,062	\$112,167
	Assistant Principal, High School	11	11.5 Months	\$81,489	\$99,383	\$117,266
	Assistant Principal, Ninth Grade Campus	11	12 Months	\$85,032	\$103,704	\$122,364
	Coordinator, Special Programs	12				
	Director, Advanced Academics & Career Technology Education	12				
	Head Football Coach, High School	12				
	Principal, Alternative School	11.5				
	Principal, Elementary School	11.5				
<b>5</b>			<b>Monthly</b>	<b>\$8,348</b>	<b>\$9,938</b>	<b>\$11,528</b>
	Associate Principal, High School	11.5	11.5 Months	\$96,002	\$114,287	\$132,572
	Director, Assessment & Accountability	12	12 Months	\$100,176	\$119,256	\$138,336
	Director, Athletics	12				
	Director, Child Nutrition	11.5				
	Director, Communications	12				
	Director, Facilities & Operations	12				
	Director, Special Programs	12				
	Director, Transportation	12				
	Principal, Middle School	11.5				
	Principal, Ninth Grade Campus	11.5				



**Aledo Independent School District  
Administrative/Professional Pay Plan  
2023-2024**

Pay Grade	Job Title	Duty Months	Minimum	Midpoint	Maximum	
<b>6</b>						
	Executive Director, Human Resources	12				
	Executive Director, Student Services	12				
	Executive Director, Technology	12				
	Principal, High School	11.5				
			<b>Monthly</b>	<b>\$9,108</b>	<b>\$10,843</b>	<b>\$12,577</b>
		11.5	Months	\$104,742	\$124,695	\$144,636
		12	Months	\$109,296	\$130,116	\$150,924
<b>7</b>						
	Assistant Superintendent, Curriculum & Instruction	12				
	Assistant Superintendent, Student & Community Programs	12				
	Chief Facilities and Construction Officer	12				
	Chief Financial Officer	12				
	Deputy Superintendent	12				
			<b>Monthly</b>	<b>\$10,384</b>	<b>\$12,361</b>	<b>\$14,337</b>
		12	Months	\$124,608	\$148,332	\$172,044



**Aledo Independent School District  
Extra Duty Stipends  
2023-2024**

<b>Academics:</b>	
<b>Activity/Assignment</b>	<b>Amount</b>
Bearcat TV, High School	\$1,000
Business Professionals of America (BPA)	\$500
Curriculum Writer	\$500
Debate, High School	\$2,000
Department Chair, High School	\$1,200
Department Chair, Middle School	\$1,000
Department Chair, Ninth Grade Campus	\$1,000
Future Farmers of America/Vocational Agriculture	\$11,000
Gifted & Talented Liaison, High School/SUSO Sponsor	\$500
Gifted & Talented Liaison, Middle School	\$500
Health Occupations Students of America (HOSA)	\$500
Law Enforcement, High School	\$500
Lead Behavior Specialist	\$2,000
Lead Counselor, High School	\$1,000
Lead Counselor, Middle School	\$1,000
Lead Counselor, Elementary School	\$1,000
Lead Counselor, Intervention	\$1,000
Lead Diagnostician	\$2,000
Lead Dyslexia Specialist	\$2,000
Lead Librarian	\$2,000
Lead Nurse	\$3,000
Lead Related Services	\$2,000
Lead Speech Language Pathologist	\$2,000
Lead Special Education Instructional Facilitator/Specialist	\$2,000
Masters Degree, General	\$1,000
National Honor Society	\$1,500
National Junior Honor Society	\$1,500
New Teacher Mentor	\$750
Newspaper, High School	\$1,500
Newspaper, Middle School	\$750
On Ramps, High School	\$1,500
Project Lead the Way, High School	\$1,500
Project Lead the Way, Middle School	\$500
Robotics, High School, Lead	\$1,500
Robotics, High School, Co-Sponsor	\$1,000
Robotics, Middle School	\$500
Senior Class, High School	\$1,000
Special Olympics, Cheer (total, not per person)	\$3,000
Special Olympics, Track (total, not per person)	\$3,000
Spelling Bee, Middle School	\$500



**Aledo Independent School District  
Extra Duty Stipends  
2023-2024**

<b>Academics:</b>	
<b>Activity/Assignment</b>	<b>Amount</b>
Student Council, High School	\$2,000
Student Council, Middle School	\$1,500
Student Council, Ninth Grade Campus	\$1,000
Texas Association of Future Educators	\$500
UIL Coordinator, High School	\$1,700
UIL Coordinator, Middle School	\$1,200
UIL Coordinator/Assistant, Elementary School	\$800 per campus
Web Page	\$500
Yearbook, Elementary School	\$1,000
Yearbook, High School	\$2,000
Yearbook, Intermediate School	\$1,000
Yearbook, Middle School	\$1,850



**Aledo Independent School District  
Extra Duty Stipends  
2023-2024**

<b>Performing Arts:</b>	
<b>Activity/Assignment</b>	<b>Amount</b>
Band, High School, Assistant	\$9,000
Band, Middle School, Director	\$9,000
Band, Middle School, Assistant (for returning staff in position prior to 2023-2024 year)	\$5,500
Band, Middle School, Assistant (for new staff in position for 2023-2024 and later years)	\$3,000
Cheerleader, High School (Varsity)	\$6,000
Cheerleader, High School, Assistant (Jr. Varsity)	\$3,000
Cheerleader, Middle School	\$3,000
Cheerleader, Ninth Grade Campus	\$3,000
Choir, High School	\$6,000
Choir, Middle School (one person covering both MS campuses)	\$4,500
Choir, Middle School (one person covering one MS campus)	\$3,000
Dance, High School	\$6,000
Dance, High School, (Jr. Varsity)	\$3,000
Dance, Middle School	\$3,000
Theater Arts, High School, Lead	\$6,000
Theater Arts, High School, Technical	\$3,000
Theater Arts/One Act Play/Musical, Middle School	\$3,000



**Aledo Independent School District  
Extra Duty Stipends  
2023-2024**

<b>Athletics:</b>	
<b>Sport/Assignment</b>	<b>Amount</b>
Baseball, Assistant	\$5,000
Baseball, Head	\$9,000
Basketball, Assistant	\$5,000
Basketball, Head	\$9,000
Basketball, Middle School	\$3,000
Coordinator, High School	\$5,000
Coordinator, Middle School	\$3,000
Cross Country, Assistant	\$4,500
Cross Country, Head	\$8,000
Cross Country, Middle School	\$3,000
Football, Assistant, Freshman	\$6,500
Football, Assistant, Head Coach	\$1,000
Football, Assistant, Jr. Varsity	\$7,000
Football, Assistant, Varsity	\$7,500
Football, Coordinator	\$1,500
Football, Co-Coordinator	\$500
Football, Equipment Manager	\$1,000
Football, Middle School	\$5,500
Golf, Assistant	\$4,500
Golf, Head	\$12,000
Powerlifting, Assistant	\$4,500
Powerlifting, Head	\$8,000
Soccer, Assistant	\$5,000
Soccer, Head	\$9,000
Soccer, Middle School	\$1,500
Softball, Assistant	\$5,000
Softball, Head	\$9,000
Swimming, Head	\$8,000
Tennis, Assistant	\$4,500
Tennis, Head	\$12,000
Tennis, Middle School	\$4,500
Track, Assistant	\$5,000
Track, Head	\$9,000
Track, Middle School	\$3,000
Trainer, Assistant	\$15,000
Trainer, Head	\$16,500
Volleyball, Assistant	\$5,000
Volleyball, Head	\$9,000
Volleyball, Middle School	\$4,500
Wrestling, Assistant	\$5,000
Wrestling, Head	\$9,000



**Aledo Independent School District  
Five-Year Projection**

Object/Description	General Fund				
	Actual 2021-2022	Projected Actual 2022-2023	Proposed 2023-2024	Projected 2024-2025	Projected 2025-2026
<b>Projected Fund Balance, September 1</b>	<b>\$ 31,726,930</b>	<b>\$ 29,194,287</b>	<b>\$ 26,825,165</b>	<b>\$ 23,346,854</b>	<b>\$ 22,626,639</b>
<b>Revenues:</b>					
5700 Local Revenues	\$ 47,563,214	\$ 51,288,459	\$ 49,624,482	\$ 50,651,859	\$ 52,510,121
5800 State Revenues	21,769,068	22,920,403	29,344,092	35,394,770	41,227,290
5900 Federal Revenues	537,473	534,482	500,000	500,000	500,000
7900 Other Resources	-	238,079	15,000	15,000	15,000
<b>Total Revenues</b>	<b>\$ 69,869,755</b>	<b>\$ 74,981,423</b>	<b>\$ 79,483,574</b>	<b>\$ 86,561,629</b>	<b>\$ 94,252,411</b>
<b>Appropriations:</b>					
6100 Salaries/Benefits	\$ 49,779,419	\$ 54,363,583	\$ 61,014,054	\$ 63,749,404	\$ 68,549,404
6100 New Staffing Positions/Costs	3,185,000	4,506,000	2,140,750	4,500,000	4,250,000
6100 Salary Increase/Insurance Contribution Increase	1,731,000	1,909,321	344,600	-	-
6200 Professional/Contracted Services	8,685,244	9,469,629	10,638,002	11,010,332	11,395,694
6300 Supplies/Materials	3,571,403	3,951,140	4,074,605	4,217,216	4,364,819
6400 Other Operating Costs	2,138,588	2,930,126	3,436,223	3,556,491	3,680,968
6600 Capital Outlay	63,782	12,749	10,000	10,350	10,712
<b>Total Appropriations</b>	<b>\$ 69,154,436</b>	<b>\$ 77,142,548</b>	<b>\$ 81,658,234</b>	<b>\$ 87,043,793</b>	<b>\$ 92,251,597</b>
<b>Amount to (from) Fund Balance</b>	<b>\$ 715,319</b>	<b>\$ (2,161,125)</b>	<b>\$ (2,174,660)</b>	<b>\$ (482,164)</b>	<b>\$ 2,000,814</b>
<b>Other Sources (Uses):</b>					
8900 Transfer Out/Other Uses	\$ (102,041)	\$ -	\$ -	\$ -	\$ -
Non-Recurring Appropriations	(3,145,921)	(207,997)	(230,000)	(238,050)	(246,382)
Non-Recurring Appropriations (One-Time PR Payment)	-	-	(1,073,651)	-	-
<b>Total Other Sources (Uses)</b>	<b>\$ (3,247,962)</b>	<b>\$ (207,997)</b>	<b>\$ (1,303,651)</b>	<b>\$ (238,050)</b>	<b>\$ (246,382)</b>
<b>Projected Fund Balance, August 31</b>	<b>\$ 29,194,287</b>	<b>\$ 26,825,165</b>	<b>\$ 23,346,854</b>	<b>\$ 22,626,639</b>	<b>\$ 24,381,072</b>
<b>Fund Balance as a % of Appropriations</b>	<b>40.32%</b>	<b>34.68%</b>	<b>28.14%</b>	<b>25.92%</b>	<b>26.36%</b>
<b>Assumptions/Additional Information:</b>					
PEIMS Actual/PASA Projected Student Enrollment	7,368	7,857	8532 (8,200)	9,463	10,422
Student Enrollment Increase	645	489	675	931	959
Property Tax Appraisal Year	Yes	No	Yes	No	Yes
Property Tax Value Growth Percent	13.22%	9.29%	17.53%	8.00%	8.00%
State funding formulas incorporate changes approved in 88th Legislative Session.					
Formula Transition Grant expires September 1, 2024.					
ADA is calculated at 91.5% of PASA projected student enrollment for years 2023-2024 through 2025-2026.					
3.5% annual increase for Objects 6200-6600 for years 2024-2025 through 2025-2026.					
2023-2024 New Staff Positions/Costs are the Tier 1, Tier 2, and Tier 3 needs approved through June 26, 2023.					
2024-2025 and 2025-2026 New Staffing Positions/Costs are based on projected student growth and historical staffing patterns.					
With successful passage of the May 6, 2023 bond election, it is anticipated Elementary School No. 7 will open in 2024-2025.					
33					
<b>For Informational Purposes Only; Not for Approval</b>					



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of a Resolution Calling a Portion of the Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2016 for Redemption Prior to Maturity and Enacting Other Provisions Related to the Subject

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- Based upon the increase in the District's 2023 certified taxable values, Aledo ISD staff and BOK Financial Securities, Inc., the District's financial advisory firm, reviewed the District's 2023-2024 proposed Debt Service Fund budget and debt position to determine if a savings opportunity existed.
- After review of the 2023-2024 proposed budget and proposed tax rate for the Debt Service Fund, it was determined the District would have the funds available to prepay \$1,350,000 of Series 2016 outstanding bonds before maturity on August 15, 2024. The interest rate coupon on the bonds to be called is 5.00%.
- Since these Series 2016 bonds are not callable until February 15, 2026, the \$1,350,000 principal and \$101,250 interest prepayment will require a deposit to an escrow account to legally defease these bonds.
- Attached for your review is a Resolution Calling a Portion of the Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2016 for Redemption Prior to Maturity that was prepared by the District's bond counsel, McCall, Parkhurst, & Horton L.L.P.

### **FISCAL INFORMATION:**

Approval of this item will save the District and its taxpayers \$1,147,500 in future interest costs.

### **ATTACHMENTS:**

Resolution Calling a Portion of the Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2016 for Redemption Prior to Maturity and Enacting Other Provisions Relating to the Subject.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the adoption of a Resolution Calling a Portion of the Aledo Independent School District Unlimited Tax Refunding Bonds Series 2016 for Redemption Prior to Maturity and Enacting Other Provisions Relating to the Subject as presented.

RESOLUTION CALLING A PORTION OF THE ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2016 FOR REDEMPTION PRIOR TO MATURITY; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Aledo Independent School District (the “District”) previously issued its Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2016 (the “Bonds”); and

WHEREAS, in the order and the pricing certificate that authorized the issuance of the Bonds (the “Bond Order”), the District reserved the option to redeem the Bonds maturing on and after February 15, 2036, in whole or in part, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date, beginning on February 15, 2026, or on any date thereafter; and

WHEREAS, the Board of Trustees of the District (the “Board”) finds and determines that it is necessary and in the best interests of the District to redeem the outstanding Bonds described below with funds available for such purpose in accordance with the terms hereof; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALEDO INDEPENDENT SCHOOL DISTRICT:

Section 1. Findings.

The declarations, determinations and findings declared, made and found in the preambles to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Redemption of Bonds.

The Bonds listed in **Exhibit A** hereto (the “Redeemed Bonds”) are hereby called for redemption on February 15, 2026 (the “Redemption Date”). The Redeemed Bonds shall be paid, and the interest on the Redeemed Bonds shall cease to accrue, on the Redemption Date.

Section 3. Authorization of Actions.

(a) The President and Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer of the District (the “Authorized Officers” and, each individually, an “Authorized Officer”) are each hereby authorized and directed to deliver to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the Paying Agent/Registrar for the Bonds (“BoNY”), a notice of redemption with respect to the Redeemed Bonds in substantially the form attached hereto as **Exhibit A**, and to direct BoNY to send notice of redemption of the Redeemed Bonds to the bondholders in accordance with the Bond Order.

(b) The Redeemed Bonds shall be presented for redemption at BoNY and shall not bear interest after the Redemption Date.

(c) Each Authorized Officer is hereby authorized to enter into and execute on behalf of the District an escrow agreement (the “Escrow Agreement”) between the District and BoNY (in such

capacity, the “Escrow Agent”), in the form and substance as shall be approved by the Authorized Officer, which Escrow Agreement will provide for the payment of the Redeemed Bonds. In addition, each Authorized Officer is authorized to purchase, or approve the purchase of, Defeasance Securities (as defined in the Bond Order) with the proceeds deposited with the Escrow Agent.

(e) On or before August 31, 2024, the District shall deposit with the Escrow Agent funds in an amount sufficient to provide for the redemption of the Redeemed Bonds on the Redemption Date, with such funds to be applied in accordance with the Escrow Agreement. Lawfully available funds of the District are hereby authorized and appropriated in the amounts necessary for such purpose.

(f) The Authorized Officers are hereby authorized and directed to take such actions and to execute and deliver such documents, orders and receipts, including without limitation material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Resolution and to redeem the Redeemed Bonds in accordance with the provisions and requirements of the Bond Order.

PASSED, APPROVED AND EFFECTIVE this August 28, 2023.

\_\_\_\_\_  
President, Board of Trustees  
Aledo Independent School District

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Aledo Independent School District

**Exhibit A**

**NOTICE OF REDEMPTION**

**ALEDO INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016**

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the “District”) has called for redemption the outstanding bonds (the “Redeemed Bonds”) of the District described as follows:

ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2016, maturing on February 15 in the year shown below. Such Redeemed Bonds have been called for redemption on February 15, 2026 (the “Redemption Date”) at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date (the “Redemption Price”):

Maturity Date	Principal Amount Outstanding	Principal Amount Being Redeemed	Principal Amount Remaining
2043*	\$2,865,000	\$1,350,000	\$1,515,000

\* Represents the final mandatory sinking fund payment for a term bond with a final maturity of February 15, 2043.

The Redeemed Bonds have been called for redemption in accordance with the terms of the order authorizing their issuance, and such Redeemed Bonds shall be redeemed at The Bank of New York Mellon Trust Company, N.A., the Paying Agent/Registrar for the Redeemed Bonds.

On or before August 31, 2024, funds were deposited with the escrow agent for the Redeemed Bonds in an amount sufficient, together with investment earnings thereon, to redeem the Redeemed Bonds on the Redemption Date, and such Redeemed Bonds shall be paid from amounts held in an escrow account administered by the escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Redeemed Bonds to the paying agent/registrar thereof.

Upon presentation of the Redeemed Bonds at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price thereof, and thereafter the Redeemed Bonds shall no longer bear interest.

This notice is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the Redeemed Bonds and in accordance with the recitals and provisions of each of the Redeemed Bonds, respectively.

**ALEDO INDEPENDENT SCHOOL DISTRICT**



## ALEDO ISD BOARD MEETING TEMPLATE

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Adoption of Tax Rate for the 2023-2024 Fiscal Year

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- After adoption of the fiscal year budget, the Board of Trustees must adopt a tax rate through the adoption of an ordinance, resolution, or order.
- The tax rate consists of two components, Maintenance and Operations (M&O) and Interest and Sinking (I&S).
- The following ordinance provides for the levying and assessing of ad valorem taxes for the Aledo Independent School District for tax year 2023.
- The ordinance establishes a total tax rate of \$1.2075 per one hundred dollars of value, with \$0.7575 being allocated to the General Fund (M&O) and \$0.4500 allocated to the Debt Service Fund (I&S).
- The proposed total tax rate of \$1.2075 is the tax rate needed to fund the 2023-2024 fiscal year budget approved by the Board of Trustees during the meeting this evening.
- The proposed tax rate of \$1.2075 is a decrease of \$0.1604 from the 2022 tax rate of \$1.3679.
- Although the proposed tax rate of \$1.2075 is actually \$0.1604 less than the 2022 tax rate, state law requires that the motion for the adoption of the tax rate states that the 2023 proposed tax rate is a 1.40% “increase” in the tax rate. See the wording of the recommendation below. Attached for your review are worksheets showing the required calculations that determined this “increase.”

### **FISCAL INFORMATION:**

The proposed tax rate is the tax rate needed to fund the 2023-2024 fiscal year budget.

### **ATTACHMENTS:**

An Ordinance Levying and Assessing Ad Valorem Taxes for the Aledo Independent School District for the 2023 Tax Year, Worksheet for Determination of Steps Required for Adoption of Tax Rate, and 2023 Tax Rate Calculation Worksheet

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees move that the property tax rate be increased by the adoption of a tax rate of \$1.2075, which is effectively a 1.40% increase in the tax rate and adopt the following ordinance levying and assessing ad valorem taxes for the Aledo Independent School District for the 2023 tax year. This ordinance sets the 2023 total tax rate at \$1.2075 per one hundred dollars of valuation, of which \$0.7575 is allocated to the General Fund and \$0.4500 is allocated to the Debt Service Fund.

**AN ORDINANCE LEVYING AND  
ASSESSING AD VALOREM TAXES FOR THE  
ALEDO INDEPENDENT SCHOOL DISTRICT  
FOR THE 2023 TAX YEAR**

**Whereas**, the Board of Trustees of the Aledo Independent School District hereby levies and adopts a tax rate on each one hundred dollars (\$100.00) of assessed valuation on all property, real and personal, situated in the Aledo Independent School District for tax year 2023, except such property as may be exempt from taxation by the Constitution and Statutes of the State of Texas, and policies of the Aledo Independent School District; and,

**Whereas**, the Board of Trustees of the Aledo Independent School District has adopted the 2023-2024 fiscal year budget for the General Fund; and,

**Whereas**, the Board of Trustees of the Aledo Independent School District has also adopted the 2023-2024 fiscal year budget for the Debt Service Fund, which provides for the repayment of principal, interest, and fees on bonded indebtedness of the District; and,

**Whereas**, the total tax rate proposed to fund these budgets is less than the voter-approval rate for the 2023-2024 fiscal year; and,

**Whereas**, all required notices and advertisements relating to the adoption of the tax rates have been posted and printed; and,

**Whereas**, this meeting has been duly posted for more than 72 hours; therefore,

**BE IT RESOLVED AND ORDAINED**, the Board of Trustees of the Aledo Independent School District does hereby adopt the tax rates for the local taxes to fund the General Fund budget and the Debt Service Fund budget as follows:

Maintenance and Operations Tax Rate	\$ 0.7575
Interest and Sinking Tax Rate	\$ <u>0.4500</u>
Total Tax Rate	\$ <u>1.2075</u>

This vote being taken on the 28<sup>th</sup> day of August 2023, received a recorded vote of \_\_\_\_\_ AYES and \_\_\_\_\_ NAYS.

APPROVED:

ATTEST:

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

**Section 26.05(b) of Property Tax Code**  
**Worksheet for Determination of Steps Required for Adoption of Tax Rate**  
**Aledo Independent School District**

Date: 08/23/2023 11:11 AM

<b>M&amp;O Tax Increase in Current Year</b>	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No New Revenue Tax Rate Worksheet.	\$4,607,520,915
2. Last year's M&O tax rate.	\$0.942900
3. M&O taxes refunded for years preceding tax year 2022.	\$0
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$43,444,315
5. This year's total taxable value. Enter line 20 of the No New Revenue Tax Rate Worksheet.	\$5,557,523,746
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.757500
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$42,098,242
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$-1,346,073
<b>Comparison of Total Tax Rates</b>	
9. No New Revenue Total Tax Rate.	\$1.190825
10. This year's proposed total tax rate.	\$1.207500
11. This year's rate minus no new revenue rate. Subtract line 9 from line 10.	\$0.016675
12. Percentage change in total tax rate. Divide Line 11 by line 9.	1.40%
<b>Comparison of M&amp;O Tax Rates</b>	
13. No New Revenue M&O Tax Rate.	\$0.823530
14. This year's proposed M&O tax rate.	\$0.757500
15. This year's rate minus no new revenue rate. Subtract line 13 from line 14.	\$-0.066030
16. Percentage increase/decrease. Divide line 15 by line 13.	-8.02%
<b>Raised M&amp;O Taxes on a \$100,000 Home</b>	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.942900
19. This year's proposed M&O tax rate.	\$0.757500
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17. Divide by 100.	\$-185.40
21. Percentage increase/decrease. Divide line 20 by line 18. Divide by 10.	-19.66%

# 2023 Tax Rate Calculation Worksheet

## School Districts without Chapter 313 Agreements

ALEDO ISD  
 School District's Name \_\_\_\_\_ Phone (area code and number) \_\_\_\_\_

School District's Address, City, State, ZIP Code \_\_\_\_\_ School District's Website Address \_\_\_\_\_

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify the tax rate calculations.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2022 total taxable value.</b> Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). <sup>1</sup>	\$ 5,325,259,809
2.	<b>2022 tax ceilings.</b> Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>2</sup>	\$ 718,168,454
3.	<b>Preliminary 2022 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 4,607,091,355
4.	<b>2022 total adopted tax rate.</b>	\$ 1.367900 /\$100
5.	<b>2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.</b>	
	A. Original 2022 ARB values: .....	\$ 2,229,560
	B. 2022 values resulting from final court decisions: .....	-\$ 1,800,000
	C. 2022 value loss. Subtract B from A. <sup>3</sup>	\$ 429,560
6.	<b>2022 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. 2022 ARB certified value: .....	\$ 0
	B. 2022 disputed value: .....	-\$ 0
	C. 2022 undisputed value. Subtract B from A. <sup>4</sup>	\$ 0
7.	<b>2022 Chapter 42-related adjusted values.</b> Add Line 5 and 6.	\$ 429,560
8.	<b>2022 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 4,607,520,915
9.	<b>2022 taxable value of property in territory the school deannexed after Jan. 1, 2022</b> Enter the 2022 value of property in deannexed territory. <sup>5</sup>	\$ 0

<sup>1</sup> Tex. Tax Code § 26.012(14)  
<sup>2</sup> Tex. Tax Code § 26.012(14)  
<sup>3</sup> Tex. Tax Code § 26.012(13)  
<sup>4</sup> Tex. Tax Code § 26.012(13)  
<sup>5</sup> Tex. Tax Code § 26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	<p><b>2022 taxable value lost because property first qualified for an exemption in 2023</b> If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use 2022 market value: ..... \$ 19,232,860</p> <p><b>B. Partial exemptions.</b> 2023 exemption amount or 2023 percentage exemption times 2022 value: ..... + \$ 93,362,116</p> <p><b>C. Value loss.</b> Add A and B. <sup>6</sup></p>	\$ 112,594,976
11.	<p><b>2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2022.</p> <p><b>A. 2022 market value.</b> ..... \$ 5,837,950</p> <p><b>B. 2023 productivity or special appraised value:</b> ..... - \$ 71,837</p> <p><b>C. Value loss.</b> Subtract B from A. <sup>7</sup></p>	\$ 5,766,113
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 118,361,089
13.	<b>Adjusted 2022 taxable value.</b> Subtract Line 12 from Line 8.	\$ 4,489,159,826 42
14.	<b>Adjusted 2022 total levy.</b> Multiply Line 4 by Line 13 and divide by \$100.	\$ 61,407,217
15.	<b>Taxes refunded for years preceding tax year 2022.</b> Enter the amount of taxes refunded by the district for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. <sup>8</sup>	\$ 16,024
16.	<p><b>Adjusted 2022 levy with refunds.</b> Add Line 14 and Line 15. <sup>9</sup></p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2022 from the result.</p>	\$ 61,423,241
17.	<p><b>Total 2023 taxable value on the 2023 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup></p> <p><b>A. Certified values.</b><sup>11</sup> ..... \$ 6,272,654,473</p> <p><b>B. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>C. Total 2023 value.</b> Subtract B from A.</p>	\$ 6,272,654,473
18.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup></p> <p><b>A. 2023 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>13</sup> ..... \$ 27,034,284</p> <p><b>B. 2023 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. <sup>14</sup> ..... + \$ 585,014</p> <p><b>C. Total value under protest or not certified.</b> Add A and B.</p>	\$ 27,619,298
19.	<b>2023 tax ceilings.</b> Enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>15</sup>	\$ 742,750,025

<sup>6</sup> Tex. Tax Code § 26.012(15)  
<sup>7</sup> Tex. Tax Code § 26.012(15)  
<sup>8</sup> Tex. Tax Code § 26.012(13)  
<sup>9</sup> Tex. Tax Code § 26.012(13)  
<sup>10</sup> Tex. Tax Code §§ 26.012, 26.04(c-2)  
<sup>11</sup> Tex. Tax Code § 26.012(6)  
<sup>12</sup> Tex. Tax Code § 26.01(c) and (d)  
<sup>13</sup> Tex. Tax Code § 26.01(c)  
<sup>14</sup> Tex. Tax Code § 26.01(d)  
<sup>15</sup> Tex. Tax Code § 26.012(6)(B)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
20.	<b>2023 total taxable value.</b> Add Lines 17C and 18C. Subtract Line 19.	\$ 5,557,523,746
21.	<b>Total 2023 taxable value of properties in territory annexed after Jan. 1, 2023.</b> Include both real and personal property. Enter the 2023 value of property in territory annexed by the school district.	\$ 0
22.	<b>Total 2023 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2022, and be located in a new improvement.	\$ 399,484,898
23.	<b>Total adjustments to the 2023 taxable value.</b> Add lines 21 and 22.	\$ 399,484,898
24.	<b>Adjusted 2023 taxable value.</b> Subtract line 23 from line 20.	\$ 5,158,038,848
25.	<b>2023 NNR tax rate.</b> Divide line 16 by line 24 and multiply by \$100.	\$ 1.190825 /\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. <sup>18</sup>

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. <sup>19</sup> 43
- Enrichment Tax Rate :** <sup>20</sup> A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. <sup>21</sup>
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service. <sup>22</sup>

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election. <sup>23</sup> Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*. <sup>24</sup>

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	<b>2023 maximum compressed tax rate (MCR).</b> TEA will publish compression rates based on district and statewide property value growth. Enter the school districts’ maximum compressed rate based on guidance from TEA. <sup>25</sup>	\$ 0.619200 /\$100
27.	<b>2023 enrichment tax rate.</b> Enter the greater of A and B. <sup>26</sup> A. Enter the district’s 2022 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) ..... \$ 0.138300 /\$100 B. \$0.05 per \$100 of taxable value ..... \$ 0.050000 /\$100	\$ 0.138300 /\$100
28.	<b>2023 maintenance and operations (M&amp;O) tax rate.</b> Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of \$0.17 and the district’s maximum compressed rate. <sup>27</sup>	\$ 0.757500 /\$100

<sup>16</sup> [Reserved for expansion]  
<sup>17</sup> [Reserved for expansion]  
<sup>18</sup> Tex. Tax Code §26.08(n)  
<sup>19</sup> Tex. Edu. Code §48.2551(a)(3)  
<sup>20</sup> Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032  
<sup>21</sup> Tex. Edu. Code §548.202(a-1)(2) and 48.202(f)  
<sup>22</sup> Tex. Edu. Code §45.0021(a)  
<sup>23</sup> Tex. Edu. Code §11.184(b)  
<sup>24</sup> Tex. Edu. Code §11.184(b-1)  
<sup>25</sup> Tex. Edu. Code §548.255, 48.2551(b)(1) and (b)(2)  
<sup>26</sup> Tex. Tax Code §26.08(n)(2)  
<sup>27</sup> Tex. Edu. Code §45.003(e)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	<p><b>Total 2023 debt to be paid with property tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> <li>(1) Are paid by property taxes;</li> <li>(2) Are secured by property taxes;</li> <li>(3) Are scheduled for payment over a period longer than one year; and</li> <li>(4) Are not classified in the school district’s budget as M&amp;O expenses.</li> </ul> <p>A. <b>Debt</b> includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here.                      28 Enter debt amount: ..... \$ 27,523,363</p> <p>B. Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... - \$ 0</p> <p>C. Subtract <b>state aid</b> received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. .... - \$ 325,000</p> <p>D. <b>Adjust debt:</b> Subtract B and C from A.</p>	\$ 27,198,363
30.	<b>Certified 2022 excess debt collections.</b> Enter the amount certified by the collector. 29	\$ 0
31.	<b>Adjusted 2023 debt.</b> Subtract line 30 from line 29D.	\$ 27,198,363
32.	<p><b>2023 anticipated collection rate.</b> If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. 30</p> <ul style="list-style-type: none"> <li>A. Enter the 2023 anticipated collection rate certified by the collector. 31 100.00 %</li> <li>B. Enter the 2022 actual collection rate 99.24 %</li> <li>C. Enter the 2021 actual collection rate 99.82 %</li> <li>D. Enter the 2020 actual collection rate 99.92 %</li> </ul>	100.00 %
33.	<p><b>2023 debt adjusted for collections.</b> Divide Line 31 by Line 32.</p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2022 to the result.</p>	\$ 27,198,363
34.	<b>2023 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,557,523,746
35.	<b>2023 debt rate.</b> Divide Line 33 by Line 34 and multiply by \$100.	\$ 0.489397 /\$100
36.	<p><b>2023 voter-approval tax rate.</b> Add Lines 28 and 35.</p> <p>If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system’s abolition to the sum of Lines 28 and 35. 32</p>	\$ 1.246897 /\$100

**SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control**

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	<p><b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. 33 The school district shall provide its tax assessor with a copy of the letter. 34</p>	\$ 0

28 Tex. Tax Code § 26.012(7)  
 29 Tex. Tax Code §§26.012(10) and 26.04(b)  
 30 Tex. Tax Code §§26.04(h), (h-1) and (h-2)  
 31 Tex. Tax Code §26.04(b)  
 32 Tex. Tax Code §26.08(g)  
 33 Tex. Tax Code § 26.045(d)  
 34 Tex. Tax Code § 26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	<b>2023 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,557,523,746
39.	<b>Additional rate for pollution control.</b> Divide line 37 by line 38 and multiply by \$100.	\$ 0.000000 /\$100
40.	<b>20223 voter-approval tax rate, adjusted for pollution control.</b> Add line 36 and line 39.	\$ 1.246897 /\$100

**SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster**

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.<sup>35</sup> As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	<b>2022 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1.367900 /\$100
42.	<b>2022 voter-approval tax rate.</b> If the school district adopted a tax rate above the 2021 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year’s worksheet.	\$ 0.000000 /\$145
43.	<b>Increase in 2022 tax rate due to disaster (disaster pennies).</b> Subtract Line 42 from Line 41.	\$ 0.000000 /\$100
44.	<b>2023 voter-approval tax rate, adjusted for prior year disaster.</b> Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	\$ 1.246897 /\$100

**SECTION 5: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate .....	\$ 1.190825 /\$100
Enter the 2023 NNR tax rate from Line 25.	
Voter-Approval Tax Rate .....	\$ 1.246897 /\$100
As applicable, enter the 2023 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: <u>36</u>	

**SECTION 6: School District Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.<sup>36</sup>

**print here** →

**Earl H. Husfeld**

Printed Name of School District Representative

**sign here** →

*Earl H. Husfeld*  
 School District Representative

**August 16, 2023**

Date

<sup>35</sup> Tex. Tax Code §26.042(f) and Tex. Edu. Code § 45.0032(d)  
<sup>36</sup> Tex. Tax Code §26.04(c)



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Final Amended Budget for 2022-2023

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- Sections 44.002 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts.
- The Texas Education Agency has established the additional requirement that the General Fund, the Child Nutrition Fund, and the Debt Service Fund must be included in the official district budget. These budgets must be prepared, approved, and amended at the fund and function level.
- The District's 2022-2023 Final Amended Budget for the General Fund is presented for your review and consideration.
- The final functional expenditure amendments within the General Fund are primarily attributable to end-of-year accounting adjustments for salary accruals, TRS on-behalf payments, and the TRS Medicare Part D payment. The adjustment to Local Revenues is primarily attributable to increased interest income earnings. The adjustment to State Revenues is primarily attributable to TRS on-behalf and TRS Medicare Part D revenues and lower than projected student average daily attendance.
- No final budget amendments are needed for the Child Nutrition Fund and Debt Service Fund.

### **FISCAL INFORMATION:**

No financial impact for approval of this item.

### **ATTACHMENTS:**

2022-2023 Cross-Function Budget Amendments for the General Fund

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the 2022-2023 Final Amended Budget as presented.

**ALEDO INDEPENDENT SCHOOL DISTRICT  
GENERAL FUND  
2022-2023 CROSS-FUNCTION BUDGET AMENDMENTS  
As of August 31, 2023**

**REVENUES**

<u>Function/Description</u>	<u>Original Budget</u>	<u>Amended Budget November 14, 2022</u>	<u>Amendments</u>	<u>Amended Budget August 31, 2023</u>
57 Local Revenues	\$ 50,143,143	\$ 50,143,143	\$ 1,250,000	\$ 51,393,143
58 State Revenues	23,547,452	24,103,872	(1,000,000)	23,103,872
59 Federal Revenues	425,000	425,000	100,000	525,000
79 Other Resources	8,000	8,000	-	8,000
<b>Total Revenues</b>	<b>\$ 74,123,595</b>	<b>\$ 74,680,015</b>	<b>\$ 350,000</b>	<b>\$ 75,030,015</b>

**APPROPRIATIONS**

<u>Function/Description</u>	<u>Original Budget</u>	<u>Amended Budget November 14, 2022</u>	<u>Amendments</u>	<u>Amended Budget August 31, 2023</u>
11 Classroom Instruction	\$ 43,435,849	\$ 43,449,942	\$ 1,375,000	\$ 44,824,942
12 Instructional Resources & Media Services	900,792	900,792	(35,000)	865,792
13 Curriculum/Instructional Staff Development	880,852	967,801	(75,000)	892,801
21 Instructional Leadership	992,505	992,505	60,000	1,052,505
23 School Leadership	4,170,826	4,170,826	135,000	4,305,826
31 Guidance, Counseling, & Evaluation Services	2,784,701	2,784,701	(80,000)	2,704,701
33 Health Services	739,398	799,931	-	799,931
34 Student (Pupil) Transportation	3,683,383	3,683,383	385,000	4,068,383
35 Food Services	3,000	111,717	-	111,717
36 Cocurricular/Extracurricular Activities	3,108,327	3,229,712	25,000	3,254,712
41 General Administration	3,224,871	3,224,871	100,000	3,324,871
51 Facilities Maintenance & Operations	8,430,360	8,432,894	600,000	9,032,894
52 Security & Monitoring Services	873,795	934,795	100,000	1,034,795
53 Data Processing Services	1,970,531	2,088,310	30,000	2,118,310
61 Community Services	-	44,430	-	44,430
81 Facilities Acquisition & Construction	35,000	35,000	70,000	105,000
91 Chapter 41 Recapture Payment to State	375,000	375,000	80,000	455,000
99 Other Intergovernmental Charges	900,000	900,000	7,500	907,500
00 Other Uses	-	-	-	0
<b>Total Appropriations</b>	<b>\$ 76,509,190</b>	<b>\$ 77,126,610</b>	<b>\$ 2,777,500</b>	<b>\$ 79,904,110</b>



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Interlocal Agreement and Addendum between Property Casualty Alliance of Texas and Aledo Independent School District

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- Since May 12, 2004, the District has purchased its property and casualty coverage from Property Casualty Alliance of Texas (PCAT).
- PCAT is a member owned and governed program that was created to provide member districts with a strategy to achieve the lowest long-term cost for property and casualty coverage via rate and coverage stability and proactive loss prevention.
- PCAT provides risk management solutions for over 175 Texas school districts. It is the largest school risk management program in the United States devoted exclusively to property and casualty exposures.
- As the Board and Administration discussed during the August 14, 2023 budget workshop and August 21, 2023 board meeting, PCAT is offering its members a 3-year Interlocal Addendum (Addendum) for the September 1, 2023 to September 1, 2026 time period.
- This Addendum will provide the District a level of “protection” against large rate increases during this period of time. As stated in the Addendum, “if future reinsurance terms or catastrophic losses cause an unanticipated change in PCAT’s funding model that result in a member rate increase of more than 10%, then the member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.”
- The following Interlocal Agreement and Addendum between Property Casualty Alliance of Texas and Aledo Independent School District is provided for your review and consideration.

### **FISCAL INFORMATION:**

None

### **ATTACHMENTS:**

Interlocal Agreement and Addendum between Property Casualty Alliance of Texas and Aledo Independent School District

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the Interlocal Agreement and Addendum between Property Casualty Alliance of Texas and Aledo Independent School District as presented.

This Interlocal Agreement ("Agreement") is entered into by and between the Property Casualty Alliance of Texas ("PCAT"), an administrative agency created by the participating Local Government Members (hereinafter defined), and the undersigned Member (hereinafter defined) (collectively "the parties") pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7, Texas Government Code (the "Act"). The parties enter into this Agreement in accordance with the terms and conditions hereof to collectively and cooperatively provide a plan to efficiently and effectively administer a property/casualty program (hereinafter the "Program").

**Witnesseth**

WHEREAS the undersigned Member is a political subdivision of the State of Texas and a local government under the Act and PCAT is an administrative agency created pursuant to the Act to administer the Program;

WHEREAS the Program provides a governmental function or service that the Member is authorized and/or required to perform individually;

WHEREAS the Member and PCAT are authorized to enter into this Agreement pursuant to the Act;

WHEREAS the Board of Trustees of Member has agreed to the terms and conditions of the Agreement and authorized Member to enter into this Agreement;

WHEREAS the Member desires to enter into the Agreement in order to provide a more efficient and effective way to acquire certain insurance coverage, including property and casualty insurance, and the reinsurance of such coverages, and the Member does hereby become a party to the Agreement; and

WHEREAS the Member, by entering into this Agreement, has satisfied requirements of the Member to seek competitive bids for the purchase of goods and services, including, but not limited to Chapter 44 of the Texas Education Code.

BE IT RESOLVED that the undersigned Member, in exchange for the promises and agreements contained herein agrees to the following:

The undersigned local government of the State of Texas (the "Member") in consideration for the promise of PCAT, subject to the terms and conditions herein, to provide property, boiler & machinery, auto physical damage, inland marine, electronic data processing equipment, crime, general liability, auto liability, educator's legal liability, employment-practices liability, storage tank liability and similar and related property and casualty lines of insurance and/or self-insurance funding; reinsurance; claims administration; loss prevention/control services; and other risk management services as needed for the Member, and in further consideration of other local government members participating in the Program (hereinafter Local Government Members) executing this Agreement, does hereby adopt and execute the Agreement and become a Member in the Program, which includes the payment of contributions to the Program as described herein. As such, the Member agrees to the following terms and conditions:

## Terms and Conditions

1. **Contribution and Coverage Summary.** The Member agrees that the Participation Period (hereinafter defined as the period of time the Member is responsible for the payment of Contributions), Contributions and coverages provided hereunder shall be as specified in the Contribution and Coverage Summary provided by the Program to the Member. The title of the document referred to herein may also be referred to as the Coverage Summary.
2. **Coverage Documents.** For each coverage period identified in a Coverage Summary, the member agrees that its self-insurance coverages or “Coverage Part” provided as part of the Program will be defined by the terms of the Coverage Documents issued to the Member in connection with that Coverage Summary.
3. **Term.** Pursuant to the Act, so long as two or more Members remain in the Program, this Agreement shall renew annually, unless terminated sooner in accordance with the Termination provisions of this Agreement.
4. **Termination.**
  - a. **By Either Party with 60 Days Notice before Renewal.** Either party may terminate this Agreement prior to the end of any Participation Period by giving a sixty (60) day written notice. The member may not effect termination of this Agreement in between the beginning and end of any Participation Period, except as provided in this Termination provision.
  - b. **By Member Upon Payment of Late Notice Fee.** If Member fails to terminate as provided in 3.a., it may still terminate participation prior to the renewal date by paying a late notice fee of 20% of the annual contribution for the expiring Participation Period. Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Program’s damages for the Member’s untimely withdrawal from the Program. However, once the renewal term begins, the Member can no longer terminate by paying a late notice fee: the Member shall renew per the terms and conditions identified in the renewal Contribution and Coverage Summary.
  - c. **By the Program upon Breach by Member.** The Program may terminate this Agreement at any time based on breach of any of the following obligations, by giving 10 days’ written notice to Member of the breach; and Member’s failure to cure the breach within said 10 days (or other time period approved by the Program):
    - i. Member fails or refuses to make the payments or contributions as required by this Agreement;
    - ii. Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Program;
    - iii. Member fails or refuses to follow loss prevention recommendations made by the Program or its designee; or
    - iv. Member fails or refuses to comply with any agreement or undertaking on its part set forth in this Agreement, or otherwise breaches this Agreement.

- d. **Financial Responsibilities Upon Termination.** If the Member breaches this Agreement, or if the Program terminates participation of the Member under any provision of this Article, the Member agrees that the Program will have no responsibility of any kind or nature to provide coverage post-termination. Further, the Member shall bear the full financial responsibility for any unpaid open claims and expense related to any claim, asserted or unasserted and reported or unreported, against the Program or Member, or incurred by the agents or representatives of Member.

In addition to the foregoing, if termination is due to Member's failure to make required payments or contributions, Member agrees that it shall pay the Program liquidated damages in the amount of 50% of the annual contribution for the expiring Participation Period contributions and shall forfeit all contributions already made to the Program, including without limitation, initial, estimated and adjusted contributions.

## 5. Contributions.

- a. **Agreement to Pay.** Member agrees to pay contributions based upon a risk-funding plan developed by the Program. Contributions as shown on the Contribution and Coverage Summary are payable upon receipt of an invoice from the Program, or its authorized representative, and shall be made from Current Revenues available to the Member. All Contribution invoices are deemed late if not paid within forty-five (45) days of the invoice date, and the Program shall have the right to terminate the Member in accordance with 3.c. of the Termination provisions.
- b. **Estimated Contribution.** The Program reserves the right to collect all initial, estimated and adjusted contributions that are due the Program. The contribution shown on the Contribution and Coverage Summary and endorsements is an estimate. The Program reserves the right to audit the records of any Member, as those records pertain to participation in the Program.
- c. **Contribution Adjustment.** Should the Program's income from operations for any given fund year be inadequate to pay the ultimate cost of claims incurred in that fund year, the Program may collect an adjusted contribution from any current or former Member.

6. **Amendments.** This Agreement, including the Contribution and Coverage Summary and Coverage Documents, may be amended by the Fund, in writing, by providing the Member with written notice before the earlier of (i) the effective date of the amendment, or (ii) the date by which the Member can terminate without payment of late notice fees. An amendment shall only apply prospectively and the Member shall have the right to terminate this Agreement before the Amendment becomes effective, as provided in this Agreement. If the Member fails to provide timely written notice of termination, the Member shall be deemed to have consented to the Program's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Member's signature.

The Program may also amend this Agreement or any Contribution and Coverage Summary, effective during the middle of a Participation Period, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Program.
  - b. The terms of the Program's reinsurance, stop-loss or excess insurance change substantially.
7. **Appeals.** Member shall have the right to appeal any written decision or recommendation to the Program's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation. Any judicial review of the Board of Trustees' determination of an appeal shall be under the substantial evidence standard.
8. **Bylaws, Policies and Procedures.** The Member agrees to abide by the Bylaws of the Program, as they may be amended from time to time, and any and all written policies and procedures established by the Program. If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs the Member, such change will not apply to the Member until the next renewal Participation Period.
9. **Claims Administration.** The Program or its designee agrees to administer all claims for which Member has coverage after notice of loss has been given (notice of loss is defined in the Member's Coverage Documents received from the Program). The Member authorizes the Program or its designee to act in all matters pertaining to handling of claims for which the Member has coverage pursuant to this Agreement. Member expressly agrees that the Program has sole authority in all matters pertaining to the administration of claims and grants the Program or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Member further agrees to be fully cooperative in supplying any information reasonably requested by the Program in the handling of claims. All decisions on individual claims shall be made by the Program or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Claims Reporting.** Notice of any claim must be provided to the Program no more than 30 days after the Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the Coverage Documents provided to the Member by the Program. Failure by the Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Program advances payment of any fine or penalty arising from the Member's late claim reporting, the Member will reimburse the Program for all such costs.
11. **Complete Understanding.** This Agreement, together with any in-force Interlocal Addendums, Bylaws Coverage Documents and Contribution and Coverage Summaries, represent and contain the complete understanding and agreement of the Program and the Member, and supersedes all prior written and oral agreements.
12. **Cooperation and Access.** The Member will furnish annually to PCAT the total number of enrolled students and employees; as well as property, auto, inland marine, electronic data processing equipment schedules, and other underwriting information deemed reasonably

- necessary by PCAT within the time period specified by the Program. PCAT reserves the right to audit the records of the Member. Member agrees to annually release and/or authorize the release of current-valued claims information to PCAT for the previous five (5) years to allow PCAT to determine the Member's participation in the Program.
13. **Current Revenues.** Contributions due pursuant to this Agreement shall be made from Current Revenues available to the Member, and said amount determined in the annual Contribution and Coverage Summary provided to the Member by PCAT.
  14. **Defense and Prosecution of Claims.** The Member authorizes the Program to engage counsel and/or relevant experts, in the Program's sole discretion, with respect to any claim, dispute, defense or litigation involving any past or current Member.
  15. **Excess Coverage.** The Program, in its sole discretion, may purchase excess coverage or reinsurance for all Program coverages. The Program may also act on behalf of individual Members to obtain coverage, invoice the Member, and remit the payment to the appropriate party. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Program or any Member, the Program is not responsible for any payment or any obligations to the Member from any reinsurer, stop loss carrier, or excess coverage provider.
  16. **Governance.** The PCAT will be governed by a Board of Trustees of PCAT ("Board") in accordance with the Bylaws created and adopted by the Board (hereinafter "Bylaws").
  17. **Independent Actuarial Study.** PCAT shall provide for an annual independent actuarial study of the Program.
  18. **Independent Financial Audit.** PCAT shall provide for an annual independent financial audit of the Program.
  19. **Insurance Terminology.** The Program is not 'insurance', but is rather a mechanism through which eligible entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement or any Program documents, to an insurance term or concept is coincidental, and is not intended to characterize the Program as 'insurance' as defined by law. PCAT is not an insurance company. The Member is not an insured. This agreement is not a contract of insurance. This Agreement is drafted on behalf of all PCAT.
  20. **Investments.** PCAT may invest Member contributions, or any portion thereof, in accordance with guidelines approved by the Board.
  21. **Lawsuit.** The Member does hereby agree that any suit brought against the Member pursuant to any of the provisions of the Program may be defended in the name of the Member by counsel selected in the sole discretion of the Program, or its designee, on behalf of and at the expense of the Program as necessary for the defense and/or prosecution of any legal action. Full cooperation by the Member shall be extended to supply any information reasonably needed or required in such defense.
  22. **Loss Prevention.** The Member shall have a loss prevention plan, which will be coordinated with the Program to make all reasonable efforts to eliminate and minimize hazards that would contribute to property/casualty losses.

23. **Member Equity.** The Program Board of Trustees, in its sole discretion, may declare a dividend distribution of the Program's fund balance to current Members who are in good standing. Former Members forfeit all rights to any potential dividend distribution for the years in which a former Member participated in the Program. Program fund balance belongs to the Program. No individual Member is entitled to an individual allocation or portion of fund balance.
24. **Member Representative.** The Member agrees to designate a Member Representative who shall have authority from the Member's Board of Trustees to represent and bind the Member, and the Program will not be required to contact any other individual regarding Program matters for the Member. Any notice to or any agreements with the Member Representative shall be binding upon the Member. The Member reserves the right to change the Member Representative as needed by providing written notice to the Program. Such notice is not effective until actually received by the Program.
25. **No Waiver of Subrogation Rights.** Member shall do nothing to prejudice or waive the Program's existing or prospective subrogation rights under this Agreement. If Member has waived any subrogation right without first obtaining the Program's written consent, the Program shall be entitled to recover from Member any and all sums that the Program would have recovered without such waiver. Recoveries include attorney's fees, costs and expenses.
26. **Notice.** Any written notice to the Program shall be made by first class mail, postage prepaid, and delivered to the Chairperson, Property Casualty Alliance of Texas, 12300 Dundee Court, Suite 112, Cypress, Texas 77429.
27. **Optional Policies.** From time to time, PCAT may seek to obtain access for Members to optional insurance policies that provide coverage from losses not otherwise addressed by the Property Casualty Alliance of Texas (for example, wind damage). These policies shall create a direct insurer-insured relationship between the offering company and any participating Member, and shall not otherwise be governed by this Agreement. PCAT shall not provide claims administration services for these optional lines of coverage, and shall bear no risk with respect to these policies.
28. **Property Valuations.** A Member participating in the property coverage as indicated on the Contributions and Coverage Summary agrees to cooperate with a valuation of property values performed by the Program. New Members must cooperate with the Program to complete the property valuation within ninety (90) days of the inception date of the property coverage as stated on the Contribution and Coverage Summary. The newly valued property and the corresponding additional contribution will be retroactive to the date of the property coverage inception date.
29. **Security of Documents.** The Program may grant the Member access to confidential or proprietary information. Member agrees to assume the responsibility for taking all reasonable steps to avoid unauthorized disclosure of this information.
30. **Severability.** If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
31. **Signatures/Executed Documents.** The Program and Member may rely upon a facsimile or imaged signature as if it were the original. The failure of either party to provide an original,

manually executed signature shall not affect the validity or enforceability of this Agreement or any Program document.

- 32. **Subrogation and Assignment of Rights.** The Member assigns all subrogation rights to the Program. The Program has the right, in its sole discretion, without notice to the Member, to bring all claims and lawsuits in the name of the Member or the Program. Member agrees that all subrogation rights and recoveries belong first to the Program, up to the amount of benefits, expenses, and legal fees incurred by the Program.
- 33. **Forum and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The parties agree that venue is proper and that the exclusive forum for any legal action arising out of or relating to this Agreement shall lie in the state courts of Harris County, Texas.
- 34. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned shall become a Member of the Program and this Agreement.

Aledo ISD  
PCAT MEMBER

\_\_\_\_\_  
Signature of Member Representative

Forrest Collins, President - Board of Trustees  
Printed Name of Member Representative

August 28, 2023  
Date

**PROPERTY CASUALTY ALLIANCE of TEXAS**

\_\_\_\_\_  
Signature of PCAT Chairperson

\_\_\_\_\_  
Printed Name of PCAT Chairperson

\_\_\_\_\_  
Date

## Aledo ISD

1. PCAT and **Aledo ISD** (Member) agree that Member will be a PCAT Member for the 2023-2024 through the 2025-2026 Participation Period. The rates in effect for each Participation Period will be applied to any changes in exposure during each Participation Period, and these rates will be the basis for determining the Contributions due PCAT for each period. Member agrees to an annual rate adjustment, up or down, beginning 9/1/2024 that will reflect the actual percentage change in total PCAT funding rates, defined as the change in rates to fund for reinsurance and pool retained losses. A certified document of these changes will be provided by PCAT to the Member. Wind and hail deductible may or may not change based strictly on reinsurance requirements.
2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
3. If Member terminates this Addendum prior to 8/31/2026, a short-term cancellation penalty of twenty percent (20%) of Annualized Contributions for the 2023-2024 Participation Period will be due from Member and payable to PCAT within 30 days after notice of termination is received.
4. **Member Opt-Out Clause:** If future reinsurance terms or catastrophic losses cause an unanticipated change in PCAT's funding model that result in a Member rate increase of more than 10%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

**This Addendum must be signed by Member prior to September 1, 2023.**

The undersigned agrees to this Addendum.

\_\_\_\_\_  
**Aledo ISD** Authorized Signature

**Forrest Collins, President - Board of Trustees**

Printed Name

**August 28, 2023**

Date

**Non-Appropriations Clause:** This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Blanket Easement Between the Tri-County Electric Cooperative and Aledo Independent School District

**PRESENTER:** Chris Campbell, Chief Facilities and Construction Officer

### **BACKGROUND INFORMATION:**

- Tri-County Electric Cooperative (Tri-County), the electrical power supplier for Lynn McKinney Elementary, is requesting a blanket easement and right of way permission to install power poles and underground electrical service lines.
- The proposed pathway for these electrical lines will extend, north, from an existing transmission service located on the West side of McAnally Middle School, across Little Mary's Creek, and along the Eastern portion of the property, then turn West to the building location.
- Following this blanket easement will be a defined easement with exact locations of transmission poles and underground conduit routing. This separate easement will be presented to Aledo ISD at a later date.
- The blanket easement has been reviewed and approved by the District's legal counsel.
- Approval of this document is required before electrical service can be provided for Lynn McKinney Elementary.

### **FISCAL INFORMATION:**

None

### **ATTACHMENTS:**

Blanket Easement and Construction Right of Way agreement between Tri-County Electric Cooperative and Aledo Independent School District and the design document illustrating the proposed routing of the transmission lines.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the Blanket Easement and Construction Right of Way agreement between Tri-County Electric Cooperative and Aledo Independent School District as presented.

**TRI-COUNTY ELECTRIC COOPERATIVE, INC.**  
**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS

COUNTY OF PARKER STAKING SHEET No. (For internal use only): \_\_\_\_\_

DATE: AUGUST 14, 2023 Work Order No. \_\_\_\_\_

GRANTOR: ALEDO INDEPENDENT SCHOOL DISTRICT

GRANTOR'S MAILING ADDRESS: 1008 BAILEY RANCH ROAD  
(including county) ALEDO, TEXAS 76008  
PARKER COUNTY

GRANTEE: **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: 200 Bailey Ranch Road  
Aledo, Texas 76008

**CONSIDERATION:** The provision of electrical service and/or other benefits inuring to **GRANTOR** and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR**.

**EASEMENT PROPERTY** (check either Defined Easement or Blanket Easement):

**Defined Easement.** The EASEMENT PROPERTY is a tract of land consisting of \_\_\_\_\_ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

**Blanket Easement.** The EASEMENT PROPERTY is a tract of land described as follows (check one):

**Platted Property.**

Lot(s) \_\_\_\_\_, in Block \_\_\_\_\_, \_\_\_\_\_ Addition, an addition in the city of \_\_\_\_\_, (cross out "City of" if property is not within city limits), \_\_\_\_\_ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

**Unplatted Property.** 136.237 acres of land, more or less, out of the J.D. KYLE Survey, Abstract No. 792 & the C. JACKSON Survey, Abstract No. 754 in Parker County, Texas, as more fully described in an instrument recorded in Document # 658263 of the Official Records of Parker County, Texas.

GEOGRAPHIC ID: 20792.001.000.00 PROPERTY ID: R000045406

For blanket easements, upon location by **GRANTEE** of its transmission/distribution lines, poles and/or other facilities on said property, the **EASEMENT PROPERTY** shall be limited to that portion of the property within 10 feet in all directions of **GRANTEE'S** lines, poles, guys, anchors, or other facilities on the tract of land described above.

The **EASEMENT PROPERTY** shall include use of the subsurface below and air space above for the **PURPOSE** herein stated. This easement shall also include such portions of adjoining property owned by **GRANTOR** as is necessary for the **PURPOSES** stated below.

**PROJECT:** Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

**GRANT:** **GRANTOR**, for the **CONSIDERATION** received by **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** an **EASEMENT** appurtenant and Right-of-Way in, upon, and across the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE** and **GRANTEE's** successors and assigns forever. **GRANTOR** also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

**PURPOSE:** The **EASEMENT**, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the **PROJECT** or any part of the **PROJECT**, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, right-of-way, rights and privileges granted herein for any use directly related to the **PROJECT** or financing of the **PROJECT**, including but not limited to performing archeological, historical, environmental, or other studies. **GRANTEE** shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the **PROJECT**. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the **PROJECT**, or any part thereof.

**ACCESS:** **GRANTEE** shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated **PURPOSE**. **GRANTEE** shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of **GRANTOR** for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, **GRANTEE** shall have the right of reasonable ingress and egress over the adjacent property of **GRANTOR** along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the **PROJECT**, or any part thereof.

**TERM:** The **EASEMENT** and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

**TREES:** **GRANTEE** shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to realize the **PURPOSE** herein stated.

**STRUCTURES:** **GRANTOR** shall not construct or locate on the **EASEMENT PROPERTY** any structure, obstruction or improvement. **GRANTEE** shall have the right to remove from the **EASEMENT PROPERTY** any structure, improvement, or obstruction and **GRANTOR** agrees to pay **GRANTEE** the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of **GRANTEE**.

**DAMAGES:** It is understood and agreed that the **CONSIDERATION** received by **GRANTOR** includes adequate compensation for all damages for the initial construction and all operation and maintenance of the **PROJECT** as well as all damages, if any, to **GRANTOR's** property which may occur in the future after the original construction of the **PROJECT**, directly resulting from **GRANTEE's** exercise of any **PURPOSE**. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

**MINERALS:** **GRANTOR** expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in, on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE's** use of the **EASEMENT PROPERTY**.

**OWNERSHIP:** **GRANTOR** agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

**ASSIGNMENT AND MISCELLANEOUS:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE** and **GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

**WARRANTY:** **GRANTOR** warrants and shall forever defend the **EASEMENT** to **GRANTEE** against anyone lawfully claiming or to claim the **EASEMENT** or any part thereof.

**GRANTOR:**

BY: \_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by \_\_\_\_\_, **GRANTOR**.

\_\_\_\_\_  
Notary Public, State of Texas



**After Recording, Return this Document to:**  
Tri-County Electric Cooperative, Inc.  
200 Bailey Ranch Road  
Aledo, Texas 76008





## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** August 28, 2023

**AGENDA ITEM:** Consider Approval of Purchase of District Security Film for Exterior Entrances

**PRESENTER:** Chris Campbell, Chief Facilities and Construction Officer

### **BACKGROUND INFORMATION:**

- Per Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
- Security film will be installed at all campuses. Due to the sensitive nature of safety and security measures, specific details will be shared with the Board of Trustees in executive session as permitted by the Texas Open Meetings Act.
- Pursuant to Texas Local Government Code, Section 271, Quotes for this scope of work were solicited through an approved purchasing cooperative, of which Aleo ISD is a member.
- This contract with DH Pace will purchase material and labor for a cost of \$209,750.00

### **FISCAL INFORMATION:**

The cost for this replacement service will be paid from 2023 TEA Safe Schools Grant funds allocated for the project.

### **ATTACHMENTS:**

Pricing proposal from DH Pace.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the contract with DH Pace in the amount \$209,750.00, for the installation of security film as presented.

# CONTRACT PROPOSAL

Key Systems • Entry Doors • Door Hardware • Access Control • Dock Equipment

<b>BUYER (and billing address if different from site):</b>	<b>PROJECT (site address):</b>
Aledo ISD 1 Dean Dr  Aledo TX 76008	Aledo ISD - SafetyShield 800 Security Window Film DH Pace TIPS Contract# 210304, Quote# PQ# QBM8616

<b>Submitted To:</b>	Christopher Campbell		
<b>DH Pace Key Service Center Rep:</b>	Norman Harvey	855-237-3667	norman.harvey@dhpac.com
<b>DH Pace Salesperson:</b>	Quelsy Morales	214-897-1902	quelsy.morales@dhpac.com
<b>Proposal date:</b>	July 31, 2023		

I am pleased to propose the following material delivered to your facility freight prepaid and added on invoice plus any applicable taxes:

Line#	Item Qty	Item Number - Notes	Item Description	Unit Sell Price	Extended Sell Price
				<b>Order Total</b>	<b>\$ 209,750.00</b>
1	1	Safetyshield 800 (OPEN MARKET)  (9,611 Square Feet)	SafetyShield 800 Window Security Film	100,154.92	\$ 100,154.92
2	1	Dow 995 (OPEN MARKET)  (12,796 Square Feet)	Caulking	100,420.08	\$ 100,420.08
3	46	(OPEN MARKET)	Subcontractor Labor (Installation)	175.00	\$ 8,050.00
4	9		TIPS Contract Labor Hours	125.00	\$ 1,125.00
5	-		Estimated Days To Complete: Film - 18 Days Caulk - 28 Days	-	\$ -

**TIPS CONTRACT# 210304**

**Quote # QBM8616**

**DH Pace System Integration (PSI) will provide and install the below listed material:**

**This proposal includes SafetyShield 800 Security Window Film.**

It is an 8mil thick standard construction security film. SafetyShield products are an integrated system of films and attachment systems developed over many years of experience with government, corporate and industrial glazing systems. When combined with an appropriate anchoring system this product forms a formidable barrier against forced entry, natural disasters, and glass hazards. **This film comes with a 10-year warranty.**

**Estimated Days to complete.**

**Film - 18 Days**

**Caulk - 28 Days**

\$8,050 @ \$175 per day x 46

\$1,125 project management

\$100,154.92 FILM – 9611 SQ FT

\$100,420.08 CAULKING- 12796 SQ FT

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. After 30 days, the Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

**Send Orders to: SecuritySolutionsTexas@dhpac.com**

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (TERMS AND CONDITIONS) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

**BUYER ACCEPTANCE**

TYPE OR PRINT NAME OF BUYER

ACCEPTANCE DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM / DD / YYYY

SIGNATURE of:  Owner  Partner  Officer (indicate which)

# TERMS and CONDITIONS

1. Buyer agrees to purchase and the Seller agrees to provide monitoring, repair, inspection and/or response services, and or to sell, install or to cause to be installed the security system (hereinafter called the "System") at premises (hereinafter called the "Premises") indicated in the Monitority Services Agreement and/or Seller's accompanying proposal (hereinafter collectively called the "Agreement").
2. It is understood and agreed by and between the parties hereto that the Seller is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Buyer. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Buyer's property or the property of others located in Buyer's Premises. The amounts payable by the Buyer are not sufficient to warrant Seller assuming any risk of consequential, collateral, incidental or other damages to the Buyer due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Seller's negligence or failure to perform. Buyer agrees that the Seller shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Seller to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Seller should be found liable for loss or damage due to a failure on the part of the Seller or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equally to fifty [50] percent of one [1] year's recurring service charge or the amount of \$1,000, whichever is less, or solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Seller, its agents or employees. In the event that Buyer desires the Seller to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Seller will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Seller and the additional charge(s) to be paid by the Buyer.
3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of three years after the first day of the calendar quarter following said date (e.g. April 1st, July 1st, October 1st, or January 1st). This Agreement shall extend automatically for successive terms of one [1] year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the end of the initial or extension terms.
4. Subscriber agrees to pay the Seller the sale and/or installation charges indicated herein by paying the deposit indicated herein at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. If credit terms are approved by the Seller, the Buyer agrees to pay the unpaid balance within thirty [30] days of the invoice date from the Seller. Further, the Buyer agrees to pay the Seller the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated herein quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVEN OF TERMINATION BY THE BUYER PRIOR TO THE END OF THE TERM OF THIS AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.
5. Seller does not represent or warrant that the System may not be compromised or circumvented, that the System or services will prevent any loss by burglary, holdup, fire or otherwise, or that the System or services will in all cases provide the protection for which it is installed or intended. Buyer assumes all risk of loss or damage to Buyer's Premises or to its contents, whether belonging to Buyer or others; and has not relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement.
6. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Seller for any reason relating to the System or the Seller's duties and obligations pursuant to this Agreement including, but not limited to, the design, installation, repair, monitoring, inspection, operation, or non-operation of the System, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims and lawsuits are based upon active or passive negligence, indemnification, contribution or strict or product liability on the part of the Seller, its agents or employees, except to the extent such lawsuit occurs while an employee or agent of the Seller is on the Premises and which losses, damages, expenses and liability are solely and directly caused by the acts of said employee or agent.
7. a) The happening of any one or more of the following shall be Events of Default under this Agreement: 1) failure by Buyer to pay any amount within 10 days after the same is due and payable; 2) failure by Buyer to observe, keep or perform any obligation required by it herein; 3) abuse to the System; 4) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Buyer; or 5) excessive false alarms caused by the Buyer.  
b) Upon the occurrence of an Event of Default, then at any time thereafter Seller may pursue one or more of the following remedies: 1) by written notice to Buyer, declare the balance of all unpaid amounts due and to become due under this Agreement to the end of the then current term to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½% per month (18% per year) or the maximum rate permitted by law from

the first occurring Event of Default; 2) proceed at law or in equity to enforce performance by Buyer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; 3) [if applicable] discontinue the furnishing of recurring services, including, without limitation disabling any communication software, hardware and/or firmware contained within the System from the Monitoring Facility, and terminate this Agreement by written notice to Buyer; 4) recover any other costs Seller is required to bear in respect to the System and/or services provided under this Agreement; and 5) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this Agreement is referred for collection, and any other reasonable costs paid or incurred by Seller in enforcing or attempting to enforce the terms and conditions of the Agreement. Furthermore, if there are any other agreements in effect between Seller and Buyer then Seller, at its option, may deem Buyer's default under any one such agreement to be a default under any or all the agreements and Seller shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements.

- c) The above remedies are cumulative and exercise of one does not preclude the exercise of another.
  - d) If monitoring services are provided, and if the monitoring service is deactivated because of Buyer's past due balance, and if Buyer desires to have the service reactivated, Buyer agrees to pay to Seller in advance its prevailing activation charge.
8. Buyer hereby authorizes and empowers Seller, its agents or assigns, if required by this Agreement, to: a) install the System and to perform any necessary services as required to be performed by Seller hereunder; Buyer acknowledges that the wiring to be run in installing the System shall be exposed wiring, unless the Schedule of Equipment provides that the wiring is to be run in conduit or otherwise unexposed; and b) enter the Premises in the event of an emergency occurring during periods of Buyer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Buyer has furnished Seller with a key or access credential to the Premises.
9. Buyer shall secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring, and/or repair of the System. Buyer shall pay or reimburse Seller for all taxes, fees or charges, including sales/use tax, personal property tax, license and permit fees imposed by any governmental authority (including utility companies) relating to the services provided.
10. Seller shall have the right to subcontract any of the services which it may be obligated to perform. This Agreement and its benefits are not assignable by Buyer except upon the prior written consent of Seller. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to the Seller's maximum liability, and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Seller, and/or the monitoring Facility (hereinafter defined as "Monitoring Facility").
11. This Agreement (together with any individually signed separate Schedules of Equipment and/or rider[s] pertaining to this

Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent written or oral agreement relating to said subject matter. If there is any conflict between this Agreement and Buyer's purchase order this Agreement will govern. This Agreement supersedes all prior agreements for the same service at the same location. There is no course of dealing or usage of the trade that would supplement or conflict with this Agreement's terms. This Agreement may only be amended in writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition. In the event of any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms of conditions shall remain in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one [1] year after the accrual of the cause of action therefore. In addition, where permitted by law, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). This Agreement shall be governed by the laws of the State of Kansas.

12. The Seller assumes no liability for any delay, however caused, in the installation, repair and/or inspection of the System or for interruption of Recurring Services, due to strikes, fires, power failures, interruptions or unavailability or telephone service, acts of God, or any other cause beyond the control of Seller. Buyer also agrees that all installation, repair and/or inspection dates are estimates only and that the Seller cannot guarantee commencement or completion under this Agreement on any given date.

**13. The System sold hereunder is warranted pursuant to the following LIMITED WARRANTY:**

- a) **The equipment is warranted to be free from defects in workmanship or materials for a period of one [1] year from the date of completion of the installation. No System, or any parts thereof, may be returned without the express prior written approval of the Seller after a determination by the Seller that such System, or any parts thereof, is or are defective because of poor workmanship or defective materials. Seller shall replace or repair at its sole option such defective System or any parts thereof at its own expense. This Warranty does not include batteries in any devices. This Warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Seller determines that such System or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials.**
- b) **If installation is provided for hereunder, then Seller warrants that the installation of the System is free from defects in workmanship for a period of ninety [90] days from the date of completion of the installation. In the**

event of any defect in such workmanship Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.

- c) If services are performed on installed Systems, the Seller warrants that the parts and labor are free from defects in workmanship or materials for a period of ninety [90] days from the date of completion of the service. In the event of any defect in such workmanship, Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.
- d) **THE AFORESAID WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HERE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE SELLER BE LIABLE TO BUYER FOR ANY DIRECT, COLLATERAL INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH BUYER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This Warranty gives the Buyer specific legal rights and the Buyer may also have other rights which vary from state to state.

#### **TERMS AND CONDITIONS APPLYING ONLY TO RECURRING SERVICE TRANSACTIONS**

14. This Agreement may be terminated at any time by Seller if, for any reason, its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Facility are terminated; the Monitoring Facility or other authorities having jurisdiction direct that such System or signal receiving equipment is removed or replaced; or the connection is denied the Seller or the Buyer by any other party.
15. Seller shall have the right to increase the rates provided herein, upon written notice to Buyer, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Seller of any objection to such increase in writing within thirty [30] days after the date of the notice of increase, failing which it shall be conclusively presumed that Buyer has agreed to such increase. In the event Buyer objects to such increase, Seller may elect, at its option, to: a) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Buyer, or b) terminate the Agreement upon fifteen [15] days advance written notice to Buyer.
16. Buyer agrees: a) to furnish to Seller, in writing and on a continuing basis, a list of the names, titles and telephone numbers of persons to be notified upon receipt of a signal; b) that the System is designed to provide coverage based upon the layout of the Premises at the time of installation and that any alterations, remodeling or any stock, fixture or structural changes, or other similar changes may affect the operation of the System; c) not to tamper with, damage, or misuse said System and to indemnify Seller for the cost of repair or replacement as a result of any such damage to, or the loss of,

or misuse of any portions of the System; d) to repair, service and/or to assure the operation of any other property, system, or device of Buyer, or of others, to which the System may be attached or connected; e) to provide necessary electrical power at location(s) on the Premises as required by Seller through Buyer's meter and at Buyer's expense; f) to test and set the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Seller is unable to detect such changes unless the Buyer notifies Seller and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained; g) to turn off or remove all things which may interfere with the effectiveness of the System's space protection components; h) to refrain from causing false alarms and to pay, or reimburse Seller for payment of any fine, penalty, or fee paid by Seller or assessed against Seller by any governmental entity, municipal agency, and/or Monitoring Facility; i) to notify Seller promptly upon discovery of a need for service to the System; and j) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Buyer's expense so as to be acceptable to the insurance carrier, fire rating, bureau or agency or other authorities having jurisdiction when equipped with the Seller signaling devices.

17. Seller assumes no liability for interruption of monitoring, repair and/or any other recurring service due to strikes, riots, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service, or for any other cause beyond the control of the Seller, and the Seller will not be required to supply services to Buyer while such interruption may continue. Any repair or replacement of the System necessitated by any such event will be at Buyer's expense. This Agreement may be suspended or terminated, at the option of Seller, if the Premises, the System or any part thereof, or the signal receiving equipment within the Monitoring Facility, is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Seller or the Monitoring Facility is unable to render service as a result of any action by any governmental authority. Upon such suspension or termination, an equitable refund of the service charge paid, but not yet earned, shall be made. If, in the opinion of Seller, connection of the System to the signal receiving equipment adversely affects the signal receiving equipment, this Agreement may be terminated thirty [30] days following written notice to Buyer. Similarly, at the option of the Buyer, this Agreement may be suspended or canceled upon written notice in the event that the Premises are destroyed by fire or other catastrophe, provided that such notice is given within ten [10] days of such event. In either such event, any advance payments made by Buyer to Seller for service which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Buyer.
18. IF MONITORING SERVICE IS FURNISHED, THEN, in the event the System transmits signals to the Seller's Monitoring Facility or any other monitoring facilities (herein collectively referred to as the "Monitoring Facility"), Seller, or its designee, agrees to monitor such signals. If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, the Seller, or its designee, agree to provide and

maintain, or cause to be provided and maintained, a remote monitoring facility consisting of a signal receiving equipment at such Monitoring Facility. Each site covered under this Agreement shall be designated in a separate Customer Information Form, a copy of which is attached and forms an integral part of this Agreement. Additional sites may be added on a case-by-case basis, to be approved individually and in writing by an authorized representative of the Buyer. All sites to be monitored are subject to the same terms and conditions of this Agreement.

19. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

- a) MONITORING FACILITIES: The Seller, or its designees, shall do the following:
  - 1) Upon receipt of a manual or automatic smoke or fire alarm signal, transmit the alarm to the fire department and the location designed by the Buyer and notify Buyer, or its designated representative, by calling the telephone number supplied to the Seller in writing by Buyer.
  - 2) Upon receipt of any types of alarm signals other than as set forth in subsection 1) directly above, the Monitoring Facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities, designated by Buyer in writing to Seller, unless there is reasonable cause to assume that an emergency condition does not exist. The Monitoring Facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Buyer.
- b) NON-SELLER MONITORING FACILITIES: Buyer acknowledges that the signals transmitted from the Premises will be monitored in a Monitoring Facility not operated by the Seller, and that personnel in such Monitoring Facilities are not the agents of the Seller, nor does the Seller assume any responsibility for the manner in which such signals are monitored, or the response to such signal.
- c) TELEPHONE LINES: Buyer acknowledges that if a digital communicator is utilized for the purposes of transmitting alarm signals from the Premises to the signal receiving equipment, the signals from the System are transmitted over Buyer's regular telephone service to the signal receiving equipment, and in the event Buyer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received by the signal receiving equipment during any such interruption in telephone service and the interruption will not be known to Seller or the Monitoring Facility. Buyer further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of the Seller and are maintained and serviced by the applicable telephone company or utility. Buyer further acknowledges being advised that digital Systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while System is activated, and the Buyer may wish to install the service on a secondary telephone line. All costs associated with the installation, lease, maintenance and/or service of these line(s) are to be paid by the Buyer.

d) FALSE ALARMS: If Seller or a governmental authority dispatches an agent to respond to a false alarm originating from the Premises, where Buyer intentionally, accidentally or negligently has activated the alarm signal, or if Seller makes a repair call caused by the inadvertence or negligence of Buyer, Buyer shall, in addition to being responsible for any and all fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms, pay to Seller the charges for a service call at its then existing rates.

20. If any of the following optional service plans are to be furnished pursuant to Section 1 hereof, Buyer authorizes and empowers Seller to repair, inspect, test and service the System between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday excluding National and State holidays. Service required by the Buyer outside the above hours may be performed at Seller's discretion, at its then prevailing rates. These services are described as follows:

- a) PLANNED MAINTENANCE PLAN: The Seller will arrange with Buyer to inspect, test and make necessary minor adjustments to all control equipment and component parts. All controllers, detectors and contacts will be tested and/or lubricated. Inspection includes replacement of any dry cell stand-by power supplies used in the System. Rechargeable batteries are not included under the PM Plan, and the Buyer will be charged for separately, when testing shall show their replacement to be necessary. The cost of any parts, and the labor to install said parts, other than dry cell batteries, is not included under this Planned Maintenance Plan.
  - b) ADVANTAGE SERVICE PLANS:
    - 1) ADVANTAGE SERVICE PLAN: Under the Advantage Service Plan, the Seller shall provide any repairs and component parts necessitated by ordinary wear and tear, all of which shall be at Seller's expense. Under this plan, labor will be invoiced at the Seller's then prevailing preferred rate.
    - 2) ADVANTAGE PLUS SERVICE PLAN: Under the Advantage Plus Service Plan, Seller will provide labor, in addition to any repairs and component parts necessitated by ordinary wear and tear to the System, all of which shall be at Seller's expense. All other repairs not specifically covered by a Planned Maintenance or Advantage Service Plans shall be at Buyer's expense. Service does not include service calls: to replace batteries, to reset accidentally triggered equipment, for the reconnection or modifications of, or extraordinary repairs to, the System, including, without limitation, repairs to the System due to changes in the Premises, additions to or changes in the System, and repairs of damages caused by parties other than the Seller ("Extraordinary Repair"). Buyer shall not permit anyone other than Seller to repair the System.
  - c) SOFTWARE SERVICE PLAN: Seller shall provide up to two [2] software updates per year based on Software Distributor's release, including labor to install updates on the Buyer's network or computer system, for all software specifically listed under the Agreement. Additional updates will be installed at a preferred rate.
21. IF TIME AND MATERIAL SERVICE is furnished, upon request, repairs, inspections and tests shall be made at Buyer's expense at Seller's then prevailing rates.