

**The Lockhart Independent School District
Board of Trustees
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,
Lockhart, TX 78644
Special Meeting, May 9, 2022 – 6:30 PM**

Notice is hereby given that on May 9, 2022, the Board of Trustees of the Lockhart Independent School District will hold a Special meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order
2. Public Comment
3. COMMUNICATION:
 - A. 2022-2023 Staffing and Budget Session 3
4. CLOSED SESSION:
 - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee) and Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) specifically to discuss:
 1. Consultation with legal counsel regarding appraised value limitation application from Exodus Solar, LLC related to a solar powered electric generating facility. Tex. Gov't Code, Sections 551.071 and 551.087.
5. COMMUNICATION/ACTION:
 - A. Consider and/or Approve Staffing for the 2022-2023 School Year 5
 - B. Possible Action to adopt Policy CCGB (Local) 7
 - C. Possible Action to consider appraised tax value limitation application by Exodus Solar, LLC, including request for waiver of new qualifying job creation requirement 14
 - D. Possible Action to approve consulting agreement with Moak Casey regarding Exodus Solar, LLC's appraised value limitation application 16
 - E. Possible Action to approve agreement with the Walsh Gallegos law firm regarding Exodus Solar, LLC's appraised value limitation application 28
6. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

Texas Government Code Section:

- | | |
|---------|--|
| 551.071 | Consultation with Attorney; Closed Meeting |
| 551.072 | Deliberation Regarding Real Property; Closed Meeting |
| 551.073 | Deliberation Regarding Prospective Gift; Closed Meeting |
| 551.074 | Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting |
| 551.075 | Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting |
| 551.076 | Deliberation Regarding Security Devices; Closed Meeting |
| 551.082 | School Children; School District Employees; Disciplinary Matter or Complaint |
| 551.083 | Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group |

551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of May 6, 2022, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

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**Texas Economic
Development Act**

Purpose

These provisions outline the District's procedures for accepting, reviewing, and considering applications and amendments to applications, and, when necessary, enforcing agreements under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB (LEGAL)]

Definitions

In addition to the definitions set out in CCGB (LEGAL), the following definitions apply in this policy:

"Application review period" means the period during which the Board will consider and act on an application. The "application review period" begins on the application review start date and ends on the 151st day thereafter, unless the application review period is extended by Board action prior to the expiration date.

"Appraisal district" means each county appraisal district that appraises property that is the subject of an application.

Filing an Application

In the form and format required by the Texas Comptroller of Public Accounts ("Comptroller"), an applicant shall file with the Superintendent the original and copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB (LEGAL) at Required Contents and Format]

The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent's determination of whether an application is complete shall be final.

Confidentiality of
Applicant
Information

If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB (LEGAL) at Confidential Business Information]

Amending an
Application

An applicant may seek to amend an application at any time prior to final Board action on the application. If an amended application is filed within 60 days of the end of the application review period, the application review period shall be extended automatically to the 61st day after the date on which the last amended application is filed, unless the Board takes action to extend the application review period otherwise.

The Superintendent shall review and forward to the Comptroller an amended application or any supplemental information upon receipt.

Application Fee
Schedule

The Board finds that the complexity of the review process is greater for larger projects, and the following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application:

- \$85,000 for projects valued up to \$500 million total anticipated investment.
- \$115,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$165,000 for projects valued over \$1 billion total anticipated investment.

The application fee shall not be refundable except in the event that the application is denied consideration after initial Board review. The Board of Trustees may reduce application fees for subsequent applications submitted by the same Applicant related to the same project. However, the Board of Trustees shall not reduce an application fee to an amount less than the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application.

The application fee does not include any amount charged by the Comptroller of Public Accounts for its economic impact study, if such a fee is charged.

*Application
Amendment Fee*

In the event that an applicant or agreement holder seeks to amend an application or agreement at any time after the Comptroller has issued an economic impact analysis on the application pursuant to 34 Texas Administrative Code § 9.1055(d), an application amendment fee of \$25,000 shall be charged, subject to the limitations set forth in Section 313.072(i) of the Texas Tax Code regarding supplemental payments.

*Agreement
Assignment Fee*

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, the following fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on such an assignment, subject to the limitations set forth in Section 313.072(i) of the Texas Tax Code regarding supplemental payments:

- \$10,000 for projects valued up to \$500 million total anticipated investment.
- \$20,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$30,000 for projects valued over \$1 billion total anticipated investment.

**Processing an
Application**

Before Initial Board Review	<p>Upon receipt of an application and application fee, the Superintendent shall:</p> <ol style="list-style-type: none">1. Send the applicant written confirmation of receipt of the application and application fee.2. Review the application and, as necessary, require the applicant to submit additional and/or supplementary information, including all required schedules.3. Obtain necessary conflict of interest disclosures, as applicable. [See BBFA (LEGAL)]
Initial Board Review	<p>The Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application.</p> <p>If, after the initial review, the Board determines that the application will not be considered as not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review.</p> <p>If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.</p>
After Initial Board Review	<p>If the Board elects to consider the completed application, the Superintendent shall:</p> <ol style="list-style-type: none">1. Deposit the application fee;2. Deliver to the Comptroller a copy of the application and required material along with a request for an economic impact evaluation with a copy to applicant and the appraisal district;3. Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the Comptroller within seven days of receipt;4. Direct appropriate District personnel to create a link from the District's website to the location on the Comptroller's website where copies of applications are posted;5. Within the time allowed by law, provide all required supplemental information necessary to assist the Comptroller and the Texas Education Agency (TEA) with the required analyses;6. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;

7. Work with the applicant and District consultants to provide the District and the Comptroller with copies of the proposed agreement in a timely manner [see CCGB (LEGAL) at Continued Eligibility];
8. Take all action necessary or required to process the application;
9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request for extension of the application review period;
10. If an extension of the application review period is requested by the Applicant, the Superintendent is delegated authority to approve the extension request and shall submit notice of the approval decision to the comptroller within seven days and also inform the Board; and
11. After Board action on the application, if any, transmit all necessary and required information to the Comptroller, the applicant, and the appraisal district.

District Consultants

District consultants, including legal counsel and financial consultants, shall assist the district to:

1. Review any applications for completeness;
2. Advise the Board and Superintendent or designee regarding the application;
3. Engage with the applicant and the Comptroller of Public Accounts during its review of the application;
4. Provide supplemental and amended applications and materials as requested by the Comptroller of Public Accounts;
5. Review the financial impact of the application to the District; recommend, negotiate and finalize a proposed agreement and draft findings for Board consideration; and
6. Take further action as needed in the application process.

The District shall pay its retained consultants from the application fee.

Board Action on Application

Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the Comptroller's certification, as required by the Act.

Public Hearing	<p>The Board's final determination on an application shall be made after a public hearing at which the Superintendent, District consultants, the applicant, and members of the public may provide input and information concerning the proposed application. The Comptroller's certification shall be disclosed at the public hearing.</p> <p>The public hearing shall be held at a time that allows the Board to approve or disapprove an application before the expiration of the application review period, unless the deadline has been extended.</p>
Findings of Fact	<p>After the public hearing, the Board shall make specific written findings as required by law. [See CCGB (LEGAL) at Approval]</p>
Adoption of Agreement	<p>After considering the Comptroller's certification, the economic impact evaluation, the school facilities impact analysis, information from District consultants, and any other relevant information, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB (LEGAL) at Agreement] The Board shall also consider and adopt an agreement with the applicant to provide protection from or compensation for any financial risks undertaken by the District in accepting the application.</p>
Waiver of Jobs Requirement	<p>The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB (LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.</p>
Superintendent Responsibilities After Agreement	<p>During the term of any agreement, the Superintendent shall ensure that required reports are submitted in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants.</p>
Statements Regarding Conflicts of Interest	<p>If applicable, a Board member and any District employee who is a local public official under Local Government Code Chapter 171, shall submit a conflict of interest affidavit and abstain from deliberations or voting with regard to the project application under circumstances described in Policy BBFA.</p> <p>Under Chapter 176, Texas Local Government Code, local government officers, including a Board member may be required to file a conflict of interest disclosure statement and abstain from consideration and voting on the matter. Further information on this process can be found in Policy BBFA.</p> <p>New Board members shall review Policy BBFA to ensure appropriate filings and actions are taken as soon as practicable after election or appointment.</p>

Lockhart Independent School District Board of Trustees

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CONSULTING AGREEMENT

By and Between the
LOCKHART INDEPENDENT SCHOOL DISTRICT
and
MOAK, CASEY & ASSOCIATES, INC.

MOAK, CASEY & ASSOCIATES, INC. (“Consultant”), agrees to provide the services (“Services”) indicated in this consulting agreement (“Agreement”) in return for fees as enumerated below to the **LOCKHART INDEPENDENT SCHOOL DISTRICT** (“District”), relating to an Application for Appraised Value Limitation on Qualified Property (“Value Limitation”) from **EXODUS SOLAR, LLC** (“Company”), for a new renewable energy electric generation facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company’s Application Prior to Submission to the Comptroller’s Office:* Consultant will assist in the review of the Company’s application, if needed, for completeness prior to submission to the Comptroller’s Office.
- 1.3. *Monitor the Comptroller’s and T.E.A.’s application review:* Consultant will assist in monitoring the Comptroller’s economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Mr. Mark Estrada, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force from May 9, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$42,500 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:

Mr. Daniel T. Casey, Partner
MOAK, CASEY & ASSOCIATES, INC.
901 S. MoPac Expressway
Bldg. III, Suite 310
Austin, Texas 78746



4.2. If to District:

Mr. Mark Estrada
Superintendent
LOCKHART ISD
419 Bois D'Arc St.
Lockhart, Texas 78644

DISTRICT:

LOCKHART INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

Printed Name: Mark Estrada

Daniel T. Casey
Partner

Date: _____

Date: May 9, 2022

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Moak, Casey & Associates

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Lockhart ISD Board of Trustees and Superintendent

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

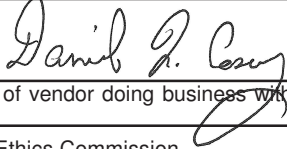
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

May 9, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

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

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Moak, Casey & Associates
 Austin, TX United States

Certificate Number:
 2022-882156

Date Filed:
 05/04/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Lockhart Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD
 Consulting services to assist the district in its evaluation of a Chapter 313 property value limitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Moak, Lynn	Austin, TX United States	X	
	Casey, Dan	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is John Grey, and my date of birth is 12/13/73.

My address is 9015. Mopac Expwy., Bldg. III, Suite 310 Austin TX 78746 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 4th day of May, 2022.
(month) (year)

25 John M. J.
 Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Moak, Casey & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
901 S. Mopac Bldg III Ste 310

6 City, state, and ZIP code
Austin, TX 78746

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number

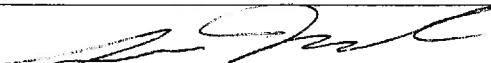
2	6	-	0	4	5	6	9	9	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► 2-11-19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment A

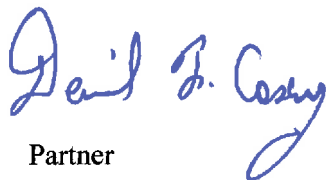
Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that Moak Casey & Associates is in compliance with HB 89 and SB 252.

A handwritten signature in blue ink that reads "David T. Casey". The signature is written in a cursive style with a large, looping initial "D".

Partner

Moak, Casey & Associates
910 S. Mopac Expressway
Building III, Suite 310
Austin, Texas 78746

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

May 6, 2022

Michael Wright, Board President
Lockhart Independent School District
419 Bois D'Arc Street
Lockhart, TX 78644

Re: Proposed Letter Agreement for Legal Services – Exodus Solar, LLC Appraised Value Limitation Application – Chapter 313 Agreement

Dear Mr. Wright:

Walsh Gallegos Treviño Kyle & Robinson, P.C. (“Law Firm”) appreciates the opportunity to serve as legal counsel to the Board of Trustees for the Lockhart Independent School District (“District”).

In this regard, we are writing to propose the firm’s engagement as part of our legal service to the Board of Trustees with respect to the District’s consideration of an Application for Appraised Value Limitation on Qualified Property (“Value Limitation Application”) from Exodus Solar, LLC (“Applicant”), pursuant to Chapter 313, Texas Tax Code. Unless modified by this engagement letter, the firm’s legal service to the Board of Trustees and District will continue to be governed by the existing legal retainer agreement.

Regarding the District’s consideration of a Value Limitation Application, the Law Firm agrees to the following legal services:

1. Work with the District’s School Finance Consultant of choice to review, supplement and modify the Value Limitation Application;
2. Represent the District in submissions and communications with the Texas Comptroller of Public Accounts to facilitate the processing of the Value Limitation Application and ensure that all information requests and any other issues are addressed during the review process in a timely manner;
3. Negotiate with the Applicant to draft a Value Limitation Agreement that provides for revenue protection and supplemental payments in the best interest of the District and as authorized by the Board of Trustees;

4. Draft all legal documents necessary to complete the application process until a final Value Limitation Agreement and Findings of Fact are approved by the Board of Trustees and received by the Comptroller; and
5. Provide attorney-client privileged counsel and advice to the Superintendent of Schools and Board of Trustees, including representation at meetings and public hearings.

Rather than billing this matter on an hourly basis with expenses as per its Retainer Program, the Law Firm proposes to bill in the following manner:

1. Bill one-half (1/2) of the District's \$85,000 Application Fee that has been paid by Applicant to allow for payment of attorney fees and financial consultant fees arising from services provided to represent the District's interest in the application/agreement process.
2. Billings shall be due and payable after the completion of milestones as follows,
 - A. First payment — \$17,000.00 to be billed and paid after the submission of the Value Limitation Application to the Comptroller for review;
 - B. Second payment — \$17,000.00 to be billed and paid after receipt of the certification letter from the Comptroller; and
 - C. Third payment — \$8,500.00 to be billed and paid after the submission of a final negotiated agreement and findings for the Board's consideration and decision.
3. If at any point, for any reason, the application process stops before completion of any of the milestones outlined in Subsections 2.A – C, the District shall only be responsible for the payment of fees for work actually performed, and charged at an hourly retainer fee basis for work after the last milestone achieved;
4. Legal fees shall be paid from the application fee paid by Applicant to the District; and
5. Legal fees for assignment and amendments arising after Comptroller certification shall be compensated in a lump sum payment calculated at one-half (1/2) of the fee paid to the District (under Policy CCGB (Local) or decided by Board action) from the Applicant, and charged at on an hourly retainer fee basis, subject to the limitations set forth in Section 313.027(i) of the Texas Tax Code regarding

supplemental payments. If additional assignment or amendment fees are not allowable to be charged to the Applicant under Section 313.027(i), District agrees to compensate the Firm for its representation in accordance with its retainer agreement.


AGREED:

LOCKHART INDEPENDENT SCHOOL DISTRICT:

By: _____
Michael Wright, President
Board of Trustees

_____ Date

WALSH GALLEGOS TREVIÑO KYLE & ROBINSON, P.C.:

By:  _____
Oscar G. Treviño
Law Firm

_____ 05/06/2022
Date

cc: Mark Estrada, Superintendent