

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Thursday, December 19, 2024 at 6:00 PM
Medina Valley ISD Central Office Board Room**

A Regular Board Meeting of the MVISD Board of Trustees was held on Thursday, December 19, 2024, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the Flag followed by a moment of silence

II. Student/Staff Recognition

- A Star Students - Ladera Elementary School
- B Above & Beyond Service Staff Recognition - Ladera Elementary School
- C VFW District #13, Medina Valley VFW Post 8134, LaCoste Texas Presents

Patriot's Pen Winners:

- 1st Place - Easton Earnest
- 2nd Place - Camila M. Glass Rosario
- 3rd Place - Callen Boyle

Voice of Democracy Winner:

- 2nd Place - Scott Gantzler

III. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

IV. Announcements/Communications/Presentations

- A Board Committee Reports
 - Finance Committee
 - Construction Committee
 - Curriculum Committee
 - Safety & Security Committee
- B Construction Briefing
 - High School #2
 - Middle School #3
 - MVHS Ag & JROTC Building
- C Financial Briefing 3
 - General Fund Financial Statement
 - Child Nutrition Financial Statement
 - Debt Service Fund Financial Statement
 - Bond 2023 Capital Projects Report
 - Budget Calendar
- D Superintendent Briefing 9
 - Student Achievements
 - Staff Achievements
 - District Enrollment Numbers
- E MVISD Technology Long Range Plan 19

V. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on November 21, 2024 26
- B Consider Approval of the Independent Financial Audit Report for the Fiscal Year ending August 31, 2024 30
- C Consider Approval of a Nonstandard Service Agreement with Yancey Water Supply Corporation in the amount of \$210,986.31 144
- D Consider Approval of Medina Valley Middle School #3's Construction Procurement Method 221
- E Consider Approval of Payment for Additional Invoice to City Public Service for High School #2 Services for \$203,738.22 222
- F Consider Approval of the purchase of Dell Servers from Prescriptive Data Solutions in the amount of \$116,374.11 224
- G Consider Approving a revision to the 2024-2025 Compensation Plan with the Addition of the New Position of Facilities Coordinator 271
- H Consider Approval of High School #2 Name 278
- I Consider Approval of Revised Attendance Zones for LaCoste Elementary and Silos Elementary 290
- J Consider Appointment of Members to the Safe and Supportive School Program (SSSP) Team 295

K Consider Approval of the Interlocal Agreement Between Medina Valley ISD and Medina County for Dispatch Services 304

L Consider Approval of the Memorandum of Understanding between Medina Valley ISD and the City of LaCoste 314

VI. Closed Session

A Consultation with Attorney (TX Govt. Code Section 551.071)

B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)

D Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property (TX Govt. Code Section 551.072)

VII. Continued Discussion and Possible Action Items

A Consider Approval of a Resolution authorizing purchase from the Diane L. Stahley Trust of approximately 42.88 acres out of the 48,886 acre tract of land out of Juana Martinez Survey No 14 1/2, Abstract 1114, County Block 40, Bexar County, Texas, recorded in Volume 15861, Page 1780 of the Deed and Plat Records of Bexar County, Texas, and described in deed recorded in Document No. 20120250148, Volume 15861, Page 1780 from Keller-Stahley Properties, LP to Diane L. Stahley Trust for a purchase price of \$4,000,000.00 (approximately \$93,284.00 per acre). 320

B Consideration of Future Meeting Dates

VIII. Adjournment

(Items do not have to be taken in the same order as shown on the meeting agenda.)

Medina Valley Independent School District

Monthly Financial Report

November 2024

Executive Summary

Financial Highlights: In the general fund, the district has collected 27% of budgeted revenues and spent 25% of budgeted expenses. In October 2023-24, the district collected 25% of actual revenue and spent 25% of actual expenses. In the food service fund, the district has collected 32% of budgeted revenues and spent 23% of budgeted expenses. This is inline with the prior year. The hold harmless payment was received for the debt service fund in the amount of \$3,489,853. We closed on our first defeasance payment on December 13.

Fund Balance

	General Fund	Food Service	Debt Service
Fund Balance as of August 31, 2024	\$ 30,818,166	\$ 2,783,463	\$ 6,178,407
Year-to-Date Revenue	\$ 26,268,532	\$ 2,298,608	\$ 4,660,996
Year-to-Date Expenditures	\$ (23,518,243)	\$ (2,020,880)	\$ (500)
Fund Balance as of November 30, 2024	\$ 33,568,455	\$ 3,061,191	\$ 10,838,903

Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	\$ -	\$ -	\$ -
Expenditures	\$ 1,498,043	\$ -	\$ -

**NOVEMBER 2024-2025
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$39,816,986	\$1,933,181	\$37,883,805
5800 - STATE PROGRAM REVENUES	\$54,664,591	\$24,220,512	\$30,444,079
5900 - FEDERAL REVENUES	\$690,000	\$114,840	\$575,160
TOTAL REVENUES	\$95,171,577	\$26,268,532	\$68,903,045
PROPOSED APPROPRIATIONS			
11 - INSTRUCTION	\$56,593,923	\$13,481,816	\$43,112,107
12 - INST. RESOURCES & MEDIA SVCS	\$580,036	\$155,280	\$424,757
13 - CURRICULUM DEV.& INST.STF DEV	\$1,715,444	\$364,046	\$1,351,398
21 - INSTRUCTIONAL LEADERSHIP	\$1,619,840	\$360,560	\$1,259,280
23 - SCHOOL LEADERSHIP	\$5,173,038	\$1,207,902	\$3,965,136
31 - GUIDANCE & COUNSELING	\$3,549,106	\$867,266	\$2,681,840
32 - SOCIAL WORK SERVICES	\$832,846	\$195,929	\$636,916
33 - HEALTH SERVICES	\$1,214,672	\$290,115	\$924,556
34 - PUPIL TRANSPORTATION	\$5,363,345	\$1,323,834	\$4,039,510
35 - FOOD SERVICES	\$322,666	\$5,389	\$317,277
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,548,643	\$654,811	\$1,893,832
41 - GENERAL ADMINISTRATION	\$3,208,865	\$839,402	\$2,369,462
51 - PLANT MAINTENANCE & OPERATIONS	\$9,208,357	\$2,504,320	\$6,704,036
52 - SECURITY & MONITORING SERVICES	\$1,404,935	\$325,233	\$1,079,702
53 - DATA PROCESSING SERVICES	\$2,588,214	\$789,335	\$1,798,880
61 - COMMUNITY SERVICES	\$3,000	\$0	\$3,000
81 - FACILITIES ACQ. & CONSTRUCTION	\$91,193	\$9,554	\$81,639
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$646,500	\$143,452	\$503,048
TOTAL APPROPRIATIONS	\$96,669,620	\$23,518,243	\$73,151,377

2024-2025 FUND BALANCE = \$ 30,818,164

3 MONTH OPERATING CASH FLOW = \$ 24,167,405

**NOVEMBER 2024-2025
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$1,822,875	\$647,212	\$1,175,663
5800 - STATE PROGRAM REVENUES	\$29,000	\$0	\$29,000
5900 - FEDERAL REVENUES	\$5,432,204	\$1,651,396	\$3,780,808
TOTAL REVENUES	\$7,284,079	\$2,298,608	\$4,985,471
PROPOSED APPROPRIATIONS			
35 - FOOD SERVICES	\$8,764,805	\$2,020,880	\$6,743,925
TOTAL APPROPRIATIONS	\$8,764,805	\$2,020,880	\$6,743,925

2024-2025 FUND BALANCE = \$ 2,783,463

3 MONTH OPERATING CASH FLOW = \$ 2,191,201

**NOVEMBER 2024-2025
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$28,600,600	\$1,171,143	\$27,429,457
5800 - STATE PROGRAM REVENUES	\$2,756,580	\$3,489,853	(\$733,273)
TOTAL REVENUES	\$31,357,180	\$4,660,996	\$26,696,184
PROPOSED APPROPRIATIONS			
71 - DEBT SERVICES	\$31,357,180	\$500	\$31,356,680
TOTAL APPROPRIATIONS	\$31,357,180	\$500	\$31,356,680

2024-2025 FUND BALANCE = \$ 6,178,407

3 MONTH OPERATING CASH FLOW = \$ 7,839,295

Medina Valley ISD

Bond 2023 Summary

As of November 30, 2024

<i>2023 Bond Projects</i>	<i>Original Budget</i>	<i>Adjusted Budget</i>	<i>Cumulative Encumbrances</i>	<i>Cumulative Expenses</i>	<i>Balance</i>
High School #2	\$ 323,000,000	\$ 308,000,000	\$ 154,575,360	\$ 114,670,624	\$ 38,754,016
Traffic Improvements	\$ 4,000,000	\$ 4,000,000	\$ 186,875	\$ 1,141,958	\$ 2,671,167
Agricultural & Jr. ROTC Facility	\$ 14,000,000	\$ 14,000,000	\$ 619,338	\$ 308,913	\$ 13,071,750
Safety & Security Projects	\$ 5,000,000	\$ 4,522,650	\$ 2,968,891	\$ 637,490	\$ 916,269
Land	\$ 30,000,000	\$ 30,000,000	\$ 96,309	\$ 19,560,855	\$ 10,342,837
Project Savings:	\$ -				
Middle School #3	\$ -	\$ 15,000,000	\$ 32,700	\$ -	\$ 14,967,300
Police Department	\$ -	\$ 477,350	\$ 30,205	\$ -	\$ 447,146
Total Projects	\$ 376,000,000	\$ 376,000,000	\$ 158,509,677	\$ 136,319,839	\$ 81,170,484
Fees Associated with Sale of Bond		\$ 830,037	\$ -	\$ 830,037	\$ -
Total Bond Package	\$ 376,000,000	\$ 376,830,037	\$ 158,509,677	\$ 137,149,876	\$ 81,170,484
Bond Interest		\$ 9,279,215	\$ -	\$ -	\$ 9,279,215
Debt Payment		\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Salaries	\$ -	\$ 328,424	\$ -	\$ 328,424	\$ -
Total Interest Earnings	\$ -	\$ 24,607,639	\$ -	\$ 328,424	\$ 24,279,215

**Unaudited*



Medina Valley ISD Budget Calendar

2025-2026

Subject to Change

Board Calendar

December 19, 2024

Board of Trustees Meeting - Review Budget Timeline

February 12, 2025

Board of Trustees Workshop - Discuss District Plan and Goals

March 31, 2025

Board of Trustees Meeting - Contracts

May 14, 2025

Board of Trustees Workshop - Report Local Preliminary CAD values and Updated Revenue Estimates

May 27, 2025

Board of Trustees Meeting - Approve Compensation Plan

July 25, 2024

Receive certified CAD values and Finalize Revenue Estimates

August 13, 2025

Board of Trustees Workshop - Set the Date/Place/Time of Budget Hearing & Review Draft of the Budget Book

August 25, 2025

Board of Trustees Meeting - Approve the 2025-2026 Budget and Tax Rate



SUPERINTENDENT BRIEFING

December 19, 2024

Medina Valley FFA members return as state champions



Hundreds of teams competed in the Texas FFA State Leadership Development Event Contest where three of our Medina Valley Teams rose to the top.

The Public Relations and Agricultural Advocacy Teams won state champions, and our Agricultural Issues Team won reserve state champions!

Middle School students participate in CORE4STEM



Our Medina Valley Middle School and Loma Alta 8th grade students attended CORE4STEM at the Boeing Center at Tech Port. The students were able to view plane engines, robots and play high-tech games. Other schools in the area were in attendance as well.

MVHS students win Cyber Threat Defender Card Design



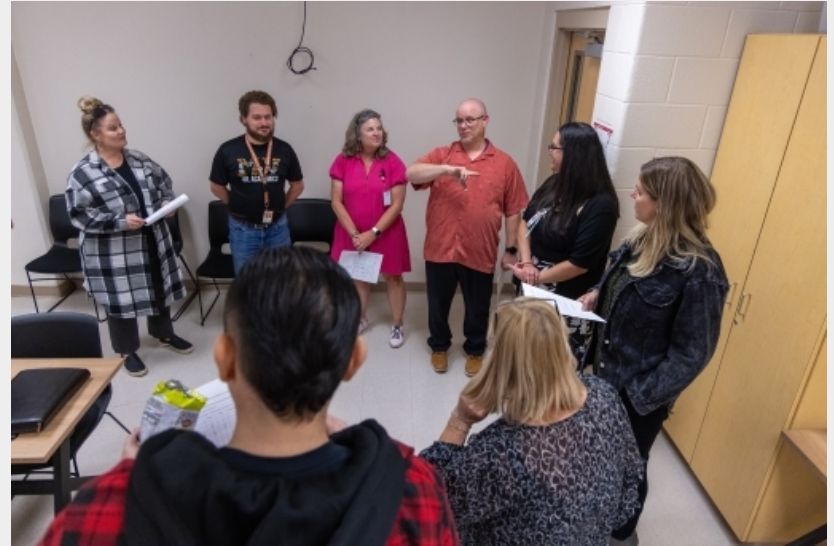
Three Medina Valley HS cyber students were presented awards from UTSA for the Cyber Threat Defender Card Design Contest. Cameron Carroll won first place, Jakorey Robinson won second place and Damian Larague won third.

MVHS varsity golf player places in Alamo City Girls Series



Allison Trevino won first place with a final score of 75 at the Alamo City Girls Series at Northern Hills Golf Club. She also led the Girls Varsity Golf Team at the competition.

Aspiring Leaders Academy Meeting



The second meeting of the Aspiring Leaders Academy took place with dozens of MVISD staff members eager to learn. These staff members are taking the next step in their leadership journey where they learn to develop leadership skills and make a lasting impact to their educational community.

Adaptive Bikes delivered to Luckey Ranch ES



Students enjoyed their adaptive bikes presented to Luckey Ranch Elementary delivered by the Believe it Foundation.

MVISD Teachers of the Year



Angela Bowen
Medina Valley MS



Janet Crawford
Lucky Ranch ES



Nichole Garcia
Ladera ES

DISTRICT SECONDARY TEACHER OF THE YEAR



Kathleen Pickering
Medina Valley HS



Amanda Stroup
Silos ES



Jessica Maple
Loma Alta MS

DISTRICT ELEMENTARY TEACHER OF THE YEAR



Stacey Neal
LaCoste ES



Monica Nabors
Castroville ES



Tatiana Rivera
Potranco ES

- District Secondary Teacher of the Year
 - Kathleen Pickering at Medina Valley HS
- District Elementary Teacher of the Year
 - Tatiana Rivera at Potranco ES
- Campus Teacher of the Years
 - Janet Crawford at Lucky Ranch ES
 - Angela Bowen at Medina Valley MS
 - Jessica Maple at Loma Alta MS
 - Monica Nabors at Castroville ES
 - Amanda Stroup at Silos ES
 - Stacy Neal at Lacoste ES
 - Nichole Garcia at Ladera ES

Employees of the Month

December 2024

- **Castroville Elementary**

- Professional - Almetra Joy Hudspeth
- Paraprofessional - Amber Caldwell

- **LaCoste Elementary**

- Professional - Kristen Wiemers
- Paraprofessional - Andrea Medrano

- **Ladera Elementary**

- Professional - Alyssa Parker
- Paraprofessional - Tasheme Crawford

- **Luckey Ranch Elementary**

- Professional - Kimberly Arthur
- Paraprofessional - Casey McDonald

- **Silos Elementary**

- Professional - Kristina Dalton
- Paraprofessional - Andrea Trujillo

- **Potranco Elementary**

- Professional - Jennifer Aquirre
- Paraprofessional - Winter Billalobos

- **Loma Alta Middle School**

- Professional - Erin Pedroza
- Paraprofessional - Brenda Haegelin

- **Medina Valley Middle School**

- Professional - Katherine Driscoll
- Paraprofessional - Angelica Saucedo

- **Medina Valley High School**

- Professional - Jason Milligan
- Paraprofessional - Kaye Cremeen

DISTRICT ENROLLMENT

<u>Campus</u>	5/30/24	12/12/24
Castroville Elementary	634	588
LaCoste Elementary	937	603
Ladera Elementary	929	822
Luckey Ranch Elementary	1,003	935
Potranco Elementary	946	849
Silos Elementary	—	1,011
Medina Valley Middle School	1,094	1,158
Loma Alta Middle School	946	1,055
Medina Valley High School	2,358	2,634
DISTRICT	8,847	9,655

Technology Long Range Plan

...

Equipment Purchases

Instructional

- Chromebooks (~\$300)
- iPads (~\$350)
- Laptops for teachers/staff (~\$850)
- Desktops for computer labs
 - (~\$600 PC)
 - (~\$1400 Mac)
- Interactive Board (~\$2200)

Network/infrastructure/other

- Switches (~\$7500)
- Access points (~\$800)
- Uninterruptible Power Supplies (~\$1000)
- Recabling/Fiber (varies)
- Datacenter (servers, infrastructure, HVAC - varies)
- Non-instructional staff hardware (~\$850)

Spring/Summer 2025 (2024-2025 Budget)

\$1,540,000

- 100 iPads
 - 100 - 199 11
- 900 Chromebooks
 - 900 - 199 11
- 350 Laptops
 - 350 - 199 11

- 80 Cisco access points (erate - replacement for EOL devices - Fall 2024) - 199 53
- UPS for all campuses (erate - Fall 2024) - 199 53
- Startup networking equipment for HS 002 (Spring 2025) - Bond
- New server infrastructure - 199 53
- Recabling portables - 199 53
- Fiber build out - \$100k (District's portion of the \$2m cost, annually over 4 years)
- Fiber to athletics facilities -Bond

Total Devices

199 11 - \$600,000

Total Infrastructure

Bond - \$400,000 (\$300,000 erate)

199 53 - \$540,000 (\$200,000 erate)

Spring/Summer 2026 (2025-2026 Budget)

\$2,970,520

- | | |
|---|---|
| <ul style="list-style-type: none">● 500 iPads<ul style="list-style-type: none">○ 500 - 199 11 (replacements for 103, 104, 105)● 3500 Chromebooks<ul style="list-style-type: none">○ 1500 - FFE (HS 002)○ 2000 - 199 11 (replacements for 103, 104, 105)● 150 Viewboards<ul style="list-style-type: none">○ 150 - FFE (HS 002)● 500 HP Laptops<ul style="list-style-type: none">○ 200 - FFE (HS 002)○ 300 - 199 11 (replacements for leased laptops)● 150 Desktops<ul style="list-style-type: none">○ 150 FFE (HS 002) | <ul style="list-style-type: none">● Additional switches/access points/UPS for HS 2● District datacenter (update/upgrade an existing space)● Fiber build out - \$100k (District's portion of the \$2m cost, year 2 of 4) |
|---|---|

Total Devices

199 11 - \$1,030,000

Bond FFE - \$1,040,000

Total Infrastructure

Bond - \$520,000 (erate)

199 53 - \$900,000

Spring/Summer 2027 (2026-2027 Budget)

\$1,856,000

- 120 iPads
 - 120 - 199 11 (growth only)
- 2500 Chromebooks
 - 1500 - 199 11 (replacements 107, freshmen)
 - 900 - FFE (MS 044)
- 120 Viewboards
 - 40 - 199 11 (replacements and growth)
 - 80 - FFE (MS 044)
- 150 HP Laptops
 - 50 - 199 11 (replacements and growth)
 - 100 FFE (MS 044)

- Switches/access points/UPS for MS 044 - Bond
- Access points for EOL - 199 53
- Fiber build out - \$100k (District's portion of the \$2m cost, year 3 of 4)
- Additional fiber build to MS 044

Total Devices

199 11 - \$625,000

Bond FFE - \$531,000

Total Infrastructure

Bond - \$340,000 (\$240k erate)

199 53 - \$360,000 (erate)

Spring/Summer 2028 (2027-2028 Budget)

\$1,713,000

- 200 iPads
 - 200 - FFE (ES 109)
- 2400 Chromebooks
 - 1800 - 199 11 (replace 106, freshmen)
 - 600 - FFE (ES 109)
- 100 Viewboards
 - 40 - 199 11 (growth)
 - 60 - FFE (ES 109)
- 250 HP Laptops
 - 170 - 199 11 (growth and replacements)
 - 80 FFE (ES 109)
- 150 Desktops
 - 150 - 199 11/CTE (MVHS replacements)

- Switches/access points/UPS for ES 109 - Bond
- Fiber build out - \$100k (District's portion of the \$2m cost, year 4 of 4)
- Additional fiber build to ES 109

Total Devices

199 11 - \$863,000

Bond FFE - \$450,000

Total Infrastructure

Bond - \$400,000 (erate)

24

Spring/Summer 2029 (2028-2029 Budget)

\$1,668,200

- 300 iPads
 - 120 - 199 11
 - 180 - FFE (ES 110)
- 2200 Chromebooks
 - 1600 - 199 11
 - 600 - FFE (ES 110)
- 166 Viewboards
 - 106 - 199 11 (replacement/growth)
 - 60 - FFE (ES 110)
- 320 HP Laptops
 - 240 - 199 11 (replacements/growth)
 - 80 FFE (ES 110)
- 60 Desktops
 - 60 - 199 11/CTE (042/043 replacements)

- Switches/access points/UPS for ES 110 - Bond
- Additional fiber build to ES 110 - Bond
- Replace battery backups purchased in 2024

Total Devices
199 11 - \$995,200
Bond FFE - \$443,000

Total Infrastructure
Bond - \$230,000 (erate)

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

November 21, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Thursday, November 21, 2024, beginning at 6:00 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Matt Castiglione, Board Vice President, called the Medina Valley ISD Regular Board Meeting to order at 6:02 pm on November 21, 2024.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Jason Bonney, Joe Biediger, Ben Juarez, and Blane Nash. Nathan Fillinger was absent.

C Pledge of Allegiance to the Flag followed by a moment of silence

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. Public Hearing Concerning the Financial Integrity Rating System of Texas (FIRST)

A Discussion Concerning the Financial Integrity Rating System of Texas (FIRST)

B Public Comments Regarding FIRST Report - None

III. Student/Staff Recognition

A District Holiday Card Artwork Winners

- Emma Basinger - MVHS, 12th grade
- Camila Silva - Silos Elementary, 5th grade

B Star Students - Luckey Ranch Elementary

C Above & Beyond Service Staff Recognition - Luckey Ranch Elementary

IV. Public Comment - None

V. Announcements/Communications/Presentations

A Board Committee Reports

- Finance Committee summary presented by Blane Nash, Committee Chair
- Construction Committee summary presented by Joe Biediger, Committee Chair
- Curriculum & Instruction Committee summary presented by Jason Bonney, Committee Chair
- Safety & Security Committee summary presented by Ben Juarez, Committee Chair

B Construction Briefing presented by Rafael Barajas

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

November 21, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- High School #2
- C Financial Briefing presented by Crystal Hermesch
 - General Fund Financial Statement
 - Child Nutrition Financial Statement
 - Debt Service Fund Financial Statement
 - Bond 2023 Capital Projects Report
- D Superintendent Briefing presented by Dr. Caloss
 - Student Achievements
 - Staff Achievements
 - District Enrollment Numbers
- E MVISD Scorecard Presentation presented by MVISD staff
- F Review of HB3 Board Goals and Objectives for Early Childhood Literacy and Mathematics Proficiency Plans presented by Brandi Hendrix
- G Bilingual Program Update presented by Clarissa Dovalina

VI. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on October 28, 2024, and three Special Meetings on November 4, 2024

Jason Bonney made a Motion, seconded by Joe Biediger, to approve the Board Minutes for the October 28, 2024 Regular Meeting and three Special Meetings on November 4, 2024 as presented. All of the Board Members voted for and the Motion passed.

- B Consider Approval of Memorandum of Understanding between Medina Valley ISD's Police Department and Castroville's Police Department

Ben Juarez made a Motion, seconded by Jennilea Campbell, to approve the Memorandum of Understanding between Medina Valley ISD's Police Department and Castroville's Police Department as presented. All of the Board Members voted for and the Motion passed.

- C Consider Approval of the Amendment to the 2024-2025 Compensation Plan with the creation of the New Position of Chief of Police

Blane Nash made a Motion, seconded by Joe Biediger, approve the Amendment to the 2024-2025 Compensation Plan with the creation of the New Position of Chief of Police as presented. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District
Regular School Board Meeting**

Board Minutes

November 21, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- D Consider Adoption of Resolution for a One-Time Retention Stipend of \$750 for employees that were Full-Time Prior to October 25, 2024 and do not Separate Service Prior to May 30, 2025

Blane Nash made a Motion, seconded by Ben Juarez, to approve the One-Time Retention Incentive of \$750 for employees that were Full-Time Prior to October 25, 2024 and do not separate service prior to May 30, 2025 as presented. All of the Board Members voted for and the Motion passed.

- E Consider Approval of Budget Amendment

Jason Bonney made a Motion, seconded by Ben Biediger, to approve the Budget Amendment as presented. All of the Board Members voted for and the Motion passed.

- F Consider Approval of Payment of \$588,085.69 to City Public Service for High School #2 Services

Joe Biediger made a Motion, seconded by Blane Nash, to approve the payment of \$588,085.69 to City Public Service for High School #2 Services as presented. All of the Board Members voted for and the Motion passed.

- G Consider Approval of Change Order #1 to WR Griggs General Contractors for the MVHS Stadium Turf Project

Jason Bonney made a Motion, seconded by Joe Biediger, to approve Change Order #1 to WR Griggs General Contractors for the MVHS Stadium Turf Project as presented. All of the Board Members voted for and the Motion passed.

- H Consider Approval of Change Order #3 to Nunnelly General Contractors for the Silos Elementary Project

Joe Biediger made a Motion, seconded by Blane Nash, to approve Change Order #3 to Nunnelly General Contractors for the Silos Elementary Project as presented. All of the Board Members voted for and the Motion passed.

- I Consider Approval of Erate Technology Equipment Purchase from United Data Technologies, Inc. in the Amount of \$188,791.72

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

November 21, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

Blane Nash made a Motion, seconded by Joe Biediger, to approve the Erate Technology Equipment Purchase from United Data Technologies, Inc. in the amount of \$188,791.72 as presented. All of the Board Members voted for and the Motion passed.

VII. Closed Session

Matt Castiglione, Board Vice President announced at 7:52 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.076, and 551.089 of the Texas Open Meetings Act to consider agenda item VII - A, B, and C. No action took place in closed session.

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
 - LaCoste Elementary Principal
- C Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices (TX Govt. Code Section 551.076 and 551.089)

Board Vice President Matt Castiglione announced that the Board would reconvene into Open Session on November 21, 2024 at 8:36 pm.

VIII. Continued Discussion and Possible Action Items

- A Consideration of future meeting dates

The next Regular Board Meeting is scheduled for Thursday, December 19, 2024 at 6pm.

IX. Adjournment

Joe Biediger made a Motion, seconded by Ben Juarez, to adjourn the Regular Board Meeting at 8:37 pm on November 21, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: December 19, 2024

Agenda item: Consider approval of Annual Financial Report

Background Information

The Texas Education Agency requires that an annual financial report be performed by an independent auditor. The resulting report must then be approved by the Board of Trustees and submitted to TEA within 150 days of the close of the prior fiscal year.

Administrative Consideration

To accomplish this task the district engaged ABIP. The finance committee was provided with a draft of the financial statements on December 11th . Janet Pitman, ABIP Partner, will review the report and provide highlights to the Board on the financial performance of the district.

Supporting Documents

- 2023-2024 Comprehensive Annual Financial Report

Recommendation

The administration recommends the Board review and approve the annual financial report for the fiscal year ended August 31, 2024.

December 19, 2024

To The Board of Trustees
Medina Valley Independent School District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Medina Valley Independent School District for the year ended August 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated August 31, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Medina Valley Independent School District are described in note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies has not changed during fiscal year 2024. We noted no transactions entered into by Medina Valley Independent School District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements include the net pension liability, the OPEB liability, deferred inflows and outflows related to the Texas Retirement System (TRS), state foundation receivable and related revenue, depreciation on capital assets, and the allowance for uncollectible tax receivable. We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 19, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Medina Valley Independent School District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Medina Valley Independent School District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, the Budgetary Comparison Schedules, and the GASB 68 and 75-Teacher Retirement System Schedules which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and schedules, schedules required by Texas Education Agency, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Other Comments

Public Funds Investment Act

The Public Funds Investment Act (the Act) requires that we include, as part of our audit, procedures to determine if the District complied with the provisions of the Act. We found, as a result of our tests, that the District complied, in all material respects, with the provisions of the Act.

Restriction on Use

This information is intended solely for the information and use of the Board of Trustees and management of Medina Valley Independent School District and is not intended to be, and should not be, used by anyone other than these specified parties.

We would like to take this opportunity to acknowledge the courtesy and assistance extended to us by the personnel of Medina Valley Independent School District during the course of our audit.

ABIP, PC

San Antonio, Texas

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ANNUAL FINANCIAL REPORT

YEAR ENDED AUGUST 31, 2024

abip

CPAs | ADVISORS

CLIENT **FOCUSED.** RELATIONSHIP **DRIVEN.**



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ANNUAL FINANCIAL REPORT

For the year ended August 31, 2024

TABLE OF CONTENTS

	<u>PAGE</u>	<u>EXHIBIT</u>
INTRODUCTORY SECTION		
Certificate of Board	i	
FINANCIAL SECTION		
Independent Auditor’s Report	1-3	
Management’s Discussion and Analysis	5-11	
BASIC FINANCIAL STATEMENTS		
<u>Government-Wide Financial Statements:</u>		
Statement of Net Position	15	A-1
Statement of Activities	16	B-1
<u>Governmental Fund Financial Statements:</u>		
Balance Sheet – Governmental Funds	17	C-1
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	18	C-2
Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds	19	C-3
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	20	C-4
<u>Proprietary Fund Financial Statements:</u>		
Statement of Net Position	21	D-1
Statement of Revenues, Expenses, and Changes in Fund Net Position	22	D-2
Statement of Cash Flows	23	D-3
<u>Fiduciary Fund Financial Statements:</u>		
Statement of Fiduciary Net Position	24	E-1
Statement of Changes in Fiduciary Net Position	25	E-2
Notes to the Financial Statements	27-58	

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ANNUAL FINANCIAL REPORT

For the year ended August 31, 2024

TABLE OF CONTENTS

	<u>PAGE</u>	<u>EXHIBIT</u>
REQUIRED SUPPLEMENTARY INFORMATION		
Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – General Fund	61	G-1
Schedule of the District’s Proportionate Share of the Net Pension Liability – Teacher Retirement System of Texas	62-63	G-2
Schedule of the District’s Contributions for Pensions – Teacher Retirement System of Texas	64-65	G-3
Schedule of the District’s Proportionate Share of the Total OPEB Liability – Teacher Retirement System of Texas	66	G-4
Schedule of the District’s Contribution for Other Postemployment Benefits (OPEB) – Teacher Retirement System of Texas	67	G-5
Notes to Required Supplementary Information	68	
OTHER SUPPLEMENTARY INFORMATION		
<u>Combining and Other Schedules:</u>		
Nonmajor Governmental Funds:		
Combining Balance Sheet	70-73	H-1
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances	74-77	H-2
<u>Required Texas Education Agency Schedules:</u>		
Schedule of Delinquent Taxes Receivable	80-81	J-1
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Child Nutrition Program	82	J-2
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Debt Service Fund	83	J-3
Use of Funds – Select State Allotment Programs	84	J-4

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ANNUAL FINANCIAL REPORT

For the year ended August 31, 2024

TABLE OF CONTENTS

	<u>PAGE</u>	<u>EXHIBIT</u>
FEDERAL AWARDS SECTION		
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	87-88	
Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	89-91	
Schedule of Findings and Questioned Costs	93	
Summary Schedule of Prior Year Findings	94	
Schedule of Expenditures of Federal Awards	95-96	K-1
Notes to Schedule of Expenditures of Federal Awards	97	
Schedule of Required Responses to Selected School First Indicators	98	L-1



INTRODUCTORY SECTION



CERTIFICATE OF BOARD

Medina Valley Independent School District
Name of School District

Medina
County

163908
Co. Dist. Number

We, the undersigned, certify that the attached annual financial report of the above named school district was reviewed and (check one) _____ approved _____ disapproved for the year ended August 31, at a meeting of the Board of Trustees of such school district on the 19th day of December, 2024.

Signature of Board Secretary

Signature of Board President

If the Board of Trustees disapproved of the auditor’s report, the reason(s) for disapproving it is (are):
(attach list as necessary)



FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Medina Valley Independent School District
Castroville, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Medina Valley Independent School District (the District) as of and for the year ended August 31, , and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of August 31, , and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information for the general fund, schedules of the District's proportionate share of the net pension and OPEB liability, and schedules of the District's contributions to the Teacher Retirement System of Texas as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedules, required Texas Education Agency schedules, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules, required Texas Education Agency schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2024 on our consideration of Medina Valley Independent School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Medina Valley Independent School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Medina Valley Independent School District's internal control over financial reporting and compliance.

ABIP, PC

San Antonio, Texas
December 19, 2024



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT MANAGEMENT’S DISCUSSION AND ANALYSIS

August 31, 2024

The annual financial report of the Medina Valley Independent School District (the District) is presented in six sections, Management Discussion and Analysis (this part), Basic Financial Statements, Required Supplementary Information, Combining and Other Statements and Schedules, Texas Education Agency Required Schedules, and the Federal Awards Section. This section of the District’s annual financial report presents our discussion and analysis of the financial performance during the fiscal year ended August 31, . Please read it in conjunction with the District’s financial section, which follows.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District’s *overall* financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District’s operations in *more detail* than the government-wide statements.
 - The *governmental fund* statements tell how *general government* services were financed in the *short-term* as well as what remains for future spending.
 - *Proprietary fund* statements offer *short-term* and *long-term* financial information about the activities the government operates on a cost reimbursement basis, such as self-insurance.
 - *Fiduciary fund* statements provide information about the financial relationships in which the District acts solely as a *custodian* for the benefit of others, to whom the resources in question belong.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes *all* of the government’s assets and deferred outflows of resources and liabilities and deferred inflows of resources. All of the current year’s revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two government-wide statements report the District’s *net position* and how they have changed. Net position, the difference between the District’s assets, deferred outflows of resources and liabilities and deferred inflows of resources is one way to measure the District’s financial health or *position*.

- Over time, increases or decreases in the District’s net position are one indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors, such as changes in the District’s tax base and student enrollment.

The government-wide financial statements of the District include the *governmental activities*. Most of the District's basic services are included here, such as instruction, extracurricular activities, curriculum and staff development, health services, and general administration. Property taxes and grants finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds, not the District as a whole. Funds are accounting devices that the District uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The Board of Trustees (the Board) establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has three kinds of funds:

- *Governmental funds* – Most of the District's basic services are included in governmental funds which focus on (1) how *cash and other financial assets* can be readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.
- *Proprietary fund* – Services for which the District charges customers a fee is generally reported in proprietary funds. Proprietary funds, like the government-wide statements, provide long-term and short-term financial information.

We use *internal service funds* to report activities that provide supplies and services for the District's other programs and activities such as the District's Self Insurance Fund.

- *Fiduciary fund* – The District is the custodian, or *fiduciary*, for certain funds. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the District's fiduciary activities are reported in a separate Statement of Fiduciary Net Position. We exclude these activities from the District's government-wide financial statements because the District cannot use these assets to finance its operations.

FINANCIAL HIGHLIGHTS

- The District’s combined net position was \$52,221,006 at August 31, , an increase of \$18,433,302.
- During the year, the District’s revenue was \$152,829,094 as reflected below:

	Governmental Activities		
	Current Year	Prior Year	Change
Taxes	\$ 53,793,074	\$ 54,415,749	\$ (622,675)
State aid	60,514,742	40,656,738	19,858,004
Federal aid	9,519,142	10,564,855	(1,045,713)
Investment earnings	23,502,359	5,515,589	17,986,770
Other	5,499,777	3,116,159	2,383,618
 Total	 \$ 152,829,094	 \$ 114,269,090	 \$ 38,560,004

During the year, the District’s expenses were \$134,403,043 as reflected below:

	Governmental Activities		
	Current Year	Prior Year	Change
Instruction and instructional related	\$ 62,656,643	\$ 48,495,458	\$ 14,161,185
Instruction leadership/school leadership	9,825,868	7,910,754	1,915,114
Guidance, social work, health, transportation	11,129,517	9,274,381	1,855,136
Food services	7,103,083	5,393,194	1,709,889
Extracurricular activities	3,502,700	3,151,553	351,147
General administration	3,346,766	2,629,906	716,860
Plant maintenance and security	10,782,673	8,803,997	1,978,676
Data processing services	1,731,429	1,657,327	74,102
Community services	21,233	70,906	(49,673)
Debt service	22,679,777	8,347,367	14,332,410
Capital outlay	1,058,138	232,226	825,912
Intergovernmental changes	565,216	517,381	47,835
 Total expenses	 \$ 134,403,043	 \$ 96,484,450	 \$ 37,918,593

The District's combined net position was \$52,257,220 at August 31, , as reflected below:

STATEMENT OF NET POSITION
August and

	Governmental Activities		
	2024	2023	Change
Current and other assets	\$ 364,799,955	\$ 453,930,232	\$ (89,130,277)
Capital and non-current assets	<u>327,356,406</u>	<u>204,168,479</u>	<u>123,187,927</u>
Total assets	<u>692,156,361</u>	<u>658,098,711</u>	<u>34,057,650</u>
Deferred outflows of resources	<u>21,948,092</u>	<u>22,632,662</u>	<u>(684,570)</u>
Total deferred outflows of resources	<u>21,948,092</u>	<u>22,632,662</u>	<u>(684,570)</u>
Current liabilities	35,280,459	15,095,145	20,185,314
Long term liabilities	<u>608,173,360</u>	<u>611,204,335</u>	<u>(3,030,975)</u>
Total liabilities	<u>643,453,819</u>	<u>626,299,480</u>	<u>17,154,339</u>
Deferred inflows of resources	<u>18,429,628</u>	<u>20,654,189</u>	<u>(2,224,561)</u>
Total deferred inflows of resources	<u>18,429,628</u>	<u>20,654,189</u>	<u>(2,224,561)</u>
Net position			
Net investment in capital assets	44,492,020	24,299,014	20,193,006
Restricted	8,961,873	10,148,682	(1,186,809)
Unrestricted	<u>(1,232,887)</u>	<u>(669,992)</u>	<u>(562,895)</u>
Total net position	<u>\$ 52,221,006</u>	<u>\$ 33,777,704</u>	<u>\$ 18,443,302</u>

CHANGES IN NET POSITION
August and

	Governmental Activities	
	2024	2023
Revenues:		
Program revenues:		
Charges for services	\$ 1,988,217	\$ 1,897,274
Operating grants and contributions	9,519,142	10,564,855
General revenues:		
Property taxes	53,793,074	54,415,749
State aid	60,514,742	40,080,523
Grants, contributions not restricted to a specific function	3,223,829	1,590,756
Investment earnings	23,502,359	5,515,589
Miscellaneous	287,731	204,344
Total revenues	152,829,094	114,269,090
Expenses:		
Instruction, curriculum and media services	62,656,643	48,495,458
Instructional/school leadership	9,825,868	7,910,754
Guidance, social work, health and transportation	11,129,517	9,274,381
Food services	7,103,083	5,393,194
Cocurricular activities	3,502,700	3,151,553
General administration	3,346,766	2,629,906
Plant maintenance and security	10,782,673	8,803,997
Data processing	1,731,429	1,657,327
Community services	21,233	70,906
Debt service	22,679,777	8,347,367
Other governmental charges	1,623,354	749,607
Total expenses	134,403,043	96,484,450
Increase in net position	18,426,051	17,784,640
Net position at September 1,	33,777,704	15,754,306
Restatement of beginning net position	17,251	238,758
Net position at August 31,	\$ 52,221,006	\$ 33,777,704

Property tax rates were reduced by 15.76 cents for the year. The tax base increased during the past year by \$665,627,311. The increase in the tax levy was \$1,392,907.

State program revenues increased for the year by \$19,858,004.

Federal program revenues decreased by \$1,045,713.

Investment earnings increased by \$17,986,770.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

Net capital assets for the District at the end of the fiscal year August 31, amounted to \$327,356,406. It is the District's policy to charge off as a current expenditure any purchases less than \$5,000. The total capital assets recorded were land and its improvements, buildings, equipment and vehicles, right-to-use lease assets, SBITA assets, and construction in progress as reflected below:

DISTRICT'S CAPITAL ASSETS August and

	Governmental Activities		
	Current Year	Prior Year	Change
Land	\$ 29,984,121	\$ 17,453,647	\$ 12,530,474
Buildings and improvements	203,039,162	202,605,849	433,313
Equipment	16,992,975	16,159,340	833,635
Right-to-use lease assets	241,675	241,675	-
SBITA assets	1,218,702	1,077,540	141,162
Construction in progress	<u>148,837,405</u>	<u>33,819,689</u>	<u>115,017,716</u>
Total at historical cost	<u>400,314,040</u>	<u>271,357,740</u>	<u>128,956,300</u>
Total accumulated depreciation	<u>(72,957,634)</u>	<u>(67,189,261)</u>	<u>(5,768,373)</u>
 Net capital assets	 <u>\$ 327,356,406</u>	 <u>\$ 204,168,479</u>	 <u>\$ 123,187,927</u>

Long-Term Liabilities

For the year ended August 31, , the District made bond debt principal payments of \$3,925,672.

	Governmental Activities		
	Current Year	Prior Year	Change
Bonds payable	\$ 547,879,613	\$ 551,805,285	\$ (3,925,672)
Right-to-use lease liabilities	-	83,251	(83,251)
SBITA liabilities	451,093	731,599	(280,506)
Compensated absences	<u>127,631</u>	<u>121,643</u>	<u>5,988</u>
Sub-total	548,458,337	552,741,778	(4,283,441)
Accreted interest on capital appreciation bonds	979,075	1,116,592	(137,517)
Premium on bond issuance	<u>26,482,962</u>	<u>27,834,057</u>	<u>(1,351,095)</u>
 Total long-term liabilities	 <u>\$ 575,920,374</u>	 <u>\$ 581,692,427</u>	 <u>\$ (5,772,053)</u>

GOVERNMENTAL FUNDS

Financial Highlights

At the close of the fiscal year ending August 31, , the District's governmental funds reported a combined fund balance of \$333,064,065. This compares to a combined fund balance of \$442,060,698 at August 31, 2023. The decrease is due to capital outlay expenditures of \$127,935,646. The general fund increased \$848,257 as revenues were above original projections and expenditures were below original projections. The debt service fund decreased \$1,016,836 as the amount of interest paid increased in the current year.

Budgetary Highlights

In accordance with State law and Generally Accepted Accounting Standards (GAAS), the District prepares an annual budget for the general fund, the food service special revenue fund, and the debt service fund. Special revenue funds have budgets approved by the funding agency and are amended throughout the year as required.

During the period ended August 31, , the District amended its budget as required by state law and to reflect current levels of revenue and anticipated expenditures. The general fund budgeted revenues increased from an adopted budget amount of \$85,750,517 to the final amended budget amount of \$86,087,377. The general fund's actual revenues were \$89,231,474. The general fund expenditures were more than the original budget by \$3,469,795, but budget amendments were board approved throughout the year.

Economic Factors and Next Year's Budgets and Rates

The following factors were considered in establishing the District's budget for 2024-2025:

- Student enrollment and attendance for 2024-2025 is projected to increase. The district demographer estimated a district enrollment of 9,484, which is an increase of 865 students from the prior year. Average daily attendance is estimated to increase from 7,776 to 8,454 in 2024-2025.
- Property values for ad valorem tax purposes are projected to increase by \$513,700,907 or 15.84% for 2024-2025, as compared to the taxable values for 2023-2024. The District's maintenance and operations tax rate decreased to \$0.6669, and the interest and sinking tax rate had no change at \$0.50.
- The general fund budget was a balanced budget with revenues and appropriations budgeted at \$95,171,577. Appropriations for the 2024-2025 general fund budget increased over the appropriations for the 2023-2024 general budget by \$9,974,696.
- The District added new positions to accommodate student growth and the opening of Silos Elementary at an estimated cost of \$4,750,000. The Board of Trustees also approved a 3% increase to compensation for eligible employees at an estimated cost of \$1.8 million.
- The largest increase can be found in appropriations for instruction in the amount of \$6,438,881.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's business office at Medina Valley Independent School District, 8449 FM 471 South, Castroville, Texas 78009.



BASIC FINANCIAL STATEMENTS



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

STATEMENT OF NET POSITION

August 31, 2024

EXHIBIT A-1

<u>Data Control Codes</u>		<u>Primary Government Governmental Activities</u>
	Assets:	
1110	Cash and cash equivalents	\$ 350,261,239
1220	Property taxes receivable (delinquent)	2,263,652
1230	Allowance for uncollectible taxes	(226,365)
1240	Due from other governments	12,483,144
1290	Other receivables (net)	18,096
1410	Prepaid items	189
	Capital assets:	
1510	Land	29,984,121
1520	Buildings, (net)	142,746,515
1530	Furniture and equipment (net)	5,316,329
1553	SBITA assets, net	472,036
1580	Construction in progress	148,837,405
1000	Total assets	<u>692,156,361</u>
	Deferred outflows of resources:	
1705	Deferred outflow related to TRS pension	11,541,029
1706	Deferred outflow related to TRS OPEB	10,407,063
1700	Total deferred outflows of resources	<u>21,948,092</u>
	Liabilities:	
2110	Accounts payable	23,647,161
2140	Interest payable	1,107,313
2150	Payroll deductions and withholdings payable	1,778
2160	Accrued wages payable	5,783,534
2180	Due to other governments	55,053
2300	Unearned revenue	144,318
	Noncurrent liabilities:	
2501	Due within one year	4,541,302
2502	Due in more than one year	571,379,072
2540	Net pension liability (District's share)	24,954,863
2545	OPEB liability (District's share)	11,839,425
2000	Total liabilities	<u>643,453,819</u>
	Deferred inflows of resources:	
2605	Deferred inflows related to TRS pension	1,219,400
2606	Deferred inflows related to TRS OPEB	17,210,228
	Total deferred inflows of resources	<u>18,429,628</u>
	Net position:	
3200	Net investment in capital assets	44,492,020
3820	Restricted for Federal and State programs	2,783,465
3850	Restricted for debt service	6,178,408
3900	Unrestricted	(1,232,887)
3000	Total net position	<u>\$ 52,221,006</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

STATEMENT OF ACTIVITIES

For the year ended August 31, 2024

EXHIBIT B-1

Data Control Codes	Functions / Programs	1 Expenses	Program Revenues		Net (Expense)
			3	4	Revenue and
			Charges for Services	Operating Grants and Contributions	Changes in Net Position
					6 <u>Primary Government</u> Governmental Activities
	Governmental activities:				
11	Instruction	\$ 62,656,643	\$ 1,910	\$ 2,954,698	\$ (59,700,035)
12	Instructional resources and media services	652,232	-	-	(652,232)
13	Curriculum and instructional staff development	1,634,881	-	331,605	(1,303,276)
21	Instructional leadership	2,283,461	-	834,014	(1,449,447)
23	School leadership	5,255,294	-	1,046	(5,254,248)
31	Guidance, counseling, and evaluation services	3,903,361	-	142,254	(3,761,107)
32	Social work services	995,600	-	440	(995,160)
33	Health services	1,022,161	-	13,615	(1,008,546)
34	Student (pupil) transportation	5,208,395	-	-	(5,208,395)
35	Food services	7,103,083	1,821,443	4,354,444	(927,196)
36	Extracurricular activities	3,502,700	164,864	659,585	(2,678,251)
41	General administration	3,346,766	-	-	(3,346,766)
51	Facilities maintenance and operations	9,244,863	-	-	(9,244,863)
52	Security and monitoring services	1,537,810	-	216,610	(1,321,200)
53	Data processing services	1,731,429	-	-	(1,731,429)
61	Community services	21,233	-	10,831	(10,402)
72	Debt service - interest on long-term debt	22,675,777	-	-	(22,675,777)
73	Debt service - bond issuance costs and fees	4,000	-	-	(4,000)
81	Capital outlay	1,058,138	-	-	(1,058,138)
99	Other intergovernmental charges	565,216	-	-	(565,216)
TP	Total primary government	<u>\$ 134,403,043</u>	<u>\$ 1,988,217</u>	<u>\$ 9,519,142</u>	<u>(122,895,684)</u>
	General revenues:				
	MT	Property taxes, levied for general purposes			30,742,474
	DT	Property taxes, levied for debt service			23,050,600
	SF	State aid - Formula grants			60,514,742
	GC	Grants and contributions not restricted			3,223,829
	IE	Investment earnings			23,502,359
	MI	Miscellaneous local and intermediate revenue			287,731
	TR	Total general revenues			<u>141,321,735</u>
	CN	Change in net position			18,426,051
	NB	Net position - beginning			33,777,704
		Restatement of net position			17,251
	NE	Net position - ending			<u>\$ 52,221,006</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

BALANCE SHEET – GOVERNMENTAL FUNDS

August 31, 2024

EXHIBIT C-1

Data Control Codes	10		50		60		Total Governmental Funds	
	General Fund	Debt Service Fund	Capital Projects	Other Funds	Other Funds	Capital Projects	Debt Service Fund	General Fund
Assets:								
1110	Cash and cash equivalents	\$ 26,479,855	\$ 5,743,162	\$ 313,755,791	\$ 3,212,420			\$ 349,191,228
1220	Property taxes - delinquent	1,451,885	811,767	-	-			2,263,652
1230	Allowance for uncollectible taxes	(145,188)	(81,177)	-	-			(226,365)
1240	Due from other governments	10,980,264	447,350	-	1,055,530			12,483,144
1260	Due from other funds	578,090	-	-	73,746			651,836
1290	Other receivables	756	-	14,008	-			14,764
1410	Prepayments	189	-	-	-			189
1000	Total assets	<u>\$ 39,345,851</u>	<u>\$ 6,921,102</u>	<u>\$ 313,769,799</u>	<u>\$ 4,341,696</u>			<u>\$ 364,378,448</u>
Liabilities:								
2110	Accounts payable	\$ 1,666,518	\$ -	\$ 20,801,027	\$ 173,032			\$ 22,640,577
2150	Payroll deductions and withholdings payable	1,778	-	-	-			1,778
2160	Accrued wages payable	5,478,946	-	-	304,588			5,783,534
2170	Due to other funds	73,746	-	394	577,696			651,836
2180	Due to other governments	-	12,104	40,021	2,928			55,053
2300	Unearned revenue	-	-	-	144,318			144,318
2000	Total liabilities	<u>7,220,988</u>	<u>12,104</u>	<u>20,841,442</u>	<u>1,202,562</u>			<u>29,277,096</u>
Deferred inflows of resources:								
2601	Unavailable revenue - property taxes	<u>1,306,697</u>	<u>730,590</u>	<u>-</u>	<u>-</u>			<u>2,037,287</u>
Fund balances:								
Nonspendable fund balances:								
3430	Prepaid items	189	-	-	-			189
Restricted fund balances:								
3450	Federal or state funds grant restriction	-	-	-	2,783,465			2,783,465
3470	Capital acquisition and contractual obligation	-	-	292,928,357	-			292,928,357
3480	Retirement of long-term debt	-	6,178,408	-	-			6,178,408
Committed fund balance:								
3510	Construction	4,000,000	-	-	-			4,000,000
3545	Other committed fund balance	-	-	-	355,669			355,669
3600	Unassigned fund balance	<u>26,817,977</u>	<u>-</u>	<u>-</u>	<u>-</u>			<u>26,817,977</u>
3000	Total fund balances	<u>30,818,166</u>	<u>6,178,408</u>	<u>292,928,357</u>	<u>3,139,134</u>			<u>333,064,065</u>
4000	Total liabilities, deferred inflows of resources and fund balances	<u>\$ 39,345,851</u>	<u>\$ 6,921,102</u>	<u>\$ 313,769,799</u>	<u>\$ 4,341,696</u>			<u>\$ 364,378,448</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION**

August 31, 2024

EXHIBIT C-2

Total fund balances - governmental funds balance sheet \$ 333,064,065

Amounts reported for governmental activities in the statement of net position are different because:

The District uses internal service funds to charge the costs of self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service fund are included in governmental activities in the statement of net position. The net effect of this consolidation is to decrease net position. 66,759

Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the beginning of the year, the cost of these assets was \$271,357,740 and the accumulated depreciation was \$(67,189,261). In addition, long-term liabilities, including bonds payable of \$(552,921,877) and leases payable of \$(814,850) are not due and payable in the current period, and therefore are not reported as liabilities in the funds. The net effect of including the beginning balances for capital assets (net of depreciation) and long-term debt in the governmental activities is to decrease net position. (349,568,248)

Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of including the 2024 capital outlays of \$129,613,866 and debt principal payments of \$4,430,591 is to increase net position. 134,044,457

The 2024 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to decrease net position. (6,410,070)

Included in the items related to debt is the recognition of the District's proportionate share of the net pension liability required by GASB 68 in the amount of \$(24,954,863), a deferred resource inflow of \$(1,219,400), and a deferred resource outflow of \$11,541,029. The net effect of this recognition is to decrease net position. (14,633,234)

Included in the items related to debt is the recognition of the District's proportionate share of net OPEB liability required by GASB 75 in the amount of \$(11,839,425), a deferred resource inflow of \$(17,210,228), and a deferred resource outflow of \$10,407,063. The net effect of this recognition is to decrease net position. (18,642,590)

Various other reclassifications and recognitions are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing unavailable taxes receivable of \$2,037,287 as revenue, and recognizing the liabilities associated with maturing long-term debt interest of \$(1,107,313), recognizing accumulated accretion of capital appreciation bonds of \$137,517, unamortized bond premium of \$(26,482,962) accumulated local leave of \$(127,631), and reclassifying the proceeds of right to use asset proceeds received of \$(141,162). The net effect of these reclassifications and recognitions is to decrease net position. (25,700,133)

Net position of governmental activities - statement of net position \$ 52,221,006

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS**

For the year ended August 31, 2024

EXHIBIT C-3

Data Control Codes		10	50	60	Other	Total
		General Fund	Debt Service Fund	Capital Projects	Governmental Funds	Governmental Funds
	Revenues:					
5700	Local and intermediate sources	\$ 33,228,585	\$ 23,647,194	\$ 20,978,268	\$ 2,688,114	\$ 80,542,161
5800	State program revenues	55,669,498	3,223,829	-	1,599,404	60,492,731
5900	Federal program revenues	<u>333,391</u>	<u>-</u>	<u>-</u>	<u>7,079,869</u>	<u>7,413,260</u>
5020	Total revenues	<u>89,231,474</u>	<u>26,871,023</u>	<u>20,978,268</u>	<u>11,367,387</u>	<u>148,448,152</u>
	Expenditures:					
	Current:					
0011	Instruction	50,956,729	-	1,324,414	2,860,289	55,141,432
0012	Instructional resources and media services	579,699	-	164,688	-	744,387
0013	Curriculum and instructional staff development	1,153,081	-	-	331,605	1,484,686
0021	Instructional leadership	1,118,642	-	-	834,014	1,952,656
0023	School leadership	4,732,229	-	-	1,046	4,733,275
0031	Guidance, counseling, and evaluation services	3,362,769	-	-	142,254	3,505,023
0032	Social work services	897,536	-	-	440	897,976
0033	Health services	899,342	-	3,251	13,615	916,208
0034	Student (pupil) transportation	5,317,622	-	-	-	5,317,622
0035	Food services	242,649	-	-	6,369,441	6,612,090
0036	Extracurricular activities	2,528,413	-	-	659,585	3,187,998
0041	General administration	3,047,465	-	-	-	3,047,465
0051	Facilities maintenance and operations	8,192,637	-	271,230	-	8,463,867
0052	Security and monitoring services	1,219,584	-	11,980	216,610	1,448,174
0053	Data processing services	1,690,445	-	-	-	1,690,445
0061	Community services	9,089	-	-	10,831	19,920
	Debt service:					
0071	Principal on long-term debt	504,919	3,925,672	-	-	4,430,591
0072	Interest on long-term debt	29,136	23,958,187	40,021	-	24,027,344
0073	Bond issuance cost and fees	-	4,000	-	-	4,000
	Capital outlay:					
0081	Facilities acquisition and construction	1,477,177	-	127,935,646	-	129,412,823
	Intergovernmental:					
0099	Other intergovernmental charges	<u>565,216</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>565,216</u>
6030	Total expenditures	<u>88,524,379</u>	<u>27,887,859</u>	<u>129,751,230</u>	<u>11,439,730</u>	<u>257,603,198</u>
1100	Excess (deficiency) of revenues over (under) expenditures	<u>707,095</u>	<u>(1,016,836)</u>	<u>(108,772,962)</u>	<u>(72,343)</u>	<u>(109,155,046)</u>
	Other financing sources and (uses):					
7913	Proceeds from right to use assets	<u>141,162</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>141,162</u>
7080	Total other financing sources and (uses)	<u>141,162</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>141,162</u>
1200	Net change in fund balances	848,257	(1,016,836)	(108,772,962)	(72,343)	(109,013,884)
0100	Fund balance - September 1 (beginning)	<u>29,969,909</u>	<u>7,195,244</u>	<u>401,701,319</u>	<u>3,194,226</u>	<u>442,060,698</u>
	Restatement of fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,251</u>	<u>17,251</u>
3000	Fund balance - August 31 (ending)	<u>\$ 30,818,166</u>	<u>\$ 6,178,408</u>	<u>\$ 292,928,357</u>	<u>\$ 3,139,134</u>	<u>\$ 333,064,065</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
TO THE STATEMENT OF ACTIVITIES**

For the year ended August 31, 2024

EXHIBIT C-4

Net change in fund balances - total governmental funds \$ (109,013,884)

Amounts reported for governmental activities in the statement of activities are different because:

The District uses an internal service fund to charge the costs of self-insurance to appropriate functions in other funds. The change in net position of the internal service fund is reported with governmental activities. The net effect of this consolidation is to decrease net position. 25,600

Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of removing the 2024 capital outlays of \$129,613,866 and bond debt principal payments of \$4,430,591 is to increase net position. 134,044,457

Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position. (6,410,070)

The reporting of GASB 68 for the current year resulted in the recognition of revenue of \$1,457,789 and an increase in related expenses of \$(4,161,050). The result of these items is to decrease net position. (2,703,261)

The reporting of GASB 75 for the current year resulted in the recognition of revenue of \$3,054,064 and an increase in related expenses of \$(1,602,891). The result of these items is to increase net position. 1,451,173

Various other reclassifications and recognitions are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing the change in unavailable tax revenue of \$(294,029), and recognizing the change in accrued bond interest of \$472. Also, recognizing the decrease in bond premium of \$1,351,095, recognizing accumulated accreted interest on capital appreciation bonds of \$137,517, the change in accrued local leave of \$(5,988), reclassifying right to use asset proceeds of \$(141,162). The net effect of these reclassifications is to increase net position. 1,032,036

Change in net position of governmental activities - statement of activities \$ 18,426,051

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

August 31, 2024

EXHIBIT D-1

	<u>Governmental Activities Total Internal Service Funds</u>
Assets:	
Current assets:	
Cash and cash equivalents	\$ 1,070,011
Accounts receivable	<u>3,332</u>
Total assets	<u>1,073,343</u>
Liabilities:	
Current liabilities:	
Accounts payable	<u>1,006,584</u>
Total liabilities	<u>1,006,584</u>
Net position:	
Unrestricted net position	<u>66,759</u>
Total net position	<u>\$ 66,759</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS**

For the year ended August 31, 2024

EXHIBIT D-2

	<u>Governmental Activities</u> <u>Total</u> <u>Internal Service</u> <u>Funds</u>
Operating revenues:	
Local and intermediate sources	\$ <u>4,631,221</u>
Total operating revenues	<u>4,631,221</u>
Operating expenses:	
Professional and contracted services	<u>4,605,621</u>
Total operating expenses	<u>4,605,621</u>
Operating income (loss)	25,600
Total net position - September 1 (beginning)	<u>41,159</u>
Total net position - August 31 (ending)	<u>\$ 66,759</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS**

For the year ended August 31, 2024

EXHIBIT D-3

	<u>Governmental Activities</u> Total Internal Service <u>Funds</u>
Cash flows from operating activities:	
Cash received from assessments - other funds	\$ 4,876,105
Cash payments for insurance claims	<u>(4,849,478)</u>
Net cash provided from operating activities	<u>26,627</u>
Net increase (decrease) in cash and cash equivalents	26,627
Cash and cash equivalents at beginning of year	<u>1,043,384</u>
Cash and cash equivalents at end of year	<u>\$ 1,070,011</u>
Reconciliation of operating income (loss) to net cash used for operating activities	
Operating income (loss)	\$ 25,600
Effect of increases and decreases in current assets and liabilities:	
Assets and liabilities:	
(Increase) decrease in accounts receivable	244,884
Increase (decrease) in accounts payable	<u>(243,857)</u>
Net cash provided from operating activities	<u>\$ 26,627</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS**

August 31, 2024

EXHIBIT E-1

	<u>Custodial Fund</u>
Assets:	
Cash and cash equivalents	\$ <u>181,410</u>
Total assets	<u>181,410</u>
Liabilities:	
Due to other governments	<u>579</u>
Total liabilities	<u>579</u>
Net position:	
Unrestricted net position	<u>180,831</u>
Total net position	<u>\$ 180,831</u>

The accompanying notes are an integral part of these financial statements.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS

For the year ended August 31, 2024

EXHIBIT E-2

	<u>Custodial Fund</u>
Additions:	
Local and intermediate sources	\$ 131,837
Deductions:	
Student activities	104,108
Change in fiduciary net position	27,729
Total net position - September 1 (beginning)	170,353
Restatement of net position	(17,251)
Total net position - August 31 (ending)	\$ 180,831

The accompanying notes are an integral part of these financial statements.



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies

The Medina Valley Independent School District (the “District”) is a public educational agency operating under the applicable laws and regulations of the State of Texas. It is governed by a seven-member Board of Trustees (the Board) elected by registered voters of the District. The District prepares its basic financial statements in conformity with generally accepted accounting principles (GAAP) promulgated by the Government Accounting Standards Board (GASB) and other authoritative sources identified in GASB Statement Number 76, and it complies with the requirements of the appropriate version of Texas Education Agency’s *Financial Accountability Resource Guide* (the “Resource Guide”) and the requirements of contracts and grants of agencies from which it receives funds.

Pensions - The fiduciary net position of the Teacher Retirement System of Texas (TRS) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes, for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities, and additions to/deductions from the TRS fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other postemployment benefits - The fiduciary net position of the Teacher Retirement System of Texas (TRS) TRS-Care Plan has been determined using the flow of economic resource measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other postemployment benefits, OPEB expense, and information about assets, liabilities, and additions to/deductions from TRS-Care’s fiduciary net position. Benefit payments are recognized when due and payable in accordance with the benefit terms. There are no investments as this is a pay-as-you-go plan and all cash is held in a cash account.

Fair value - The District applies GASB Statement No. 72, *Fair Value Measurement and Application*. GASB Statement No. 72 provides guidance for determining fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements.

Reporting entity

The Board is elected by the public and has the authority to make decisions, appoint administrators and managers, and significantly influence operations. It also has the primary accountability for fiscal matters. Therefore, the District is a financial reporting entity as defined by GASB in its Statement No. 14 “*The Financial Reporting Entity*”. There are no component units included within the reporting entity.

Government-wide and fund financial statements

The statement of net position and the statement of activities are government-wide financial statements. They report information on all of the District’s nonfiduciary activities with most of the interfund activities removed. *Governmental activities* include programs supported primarily by taxes, state foundation funds, grants and other intergovernmental revenues.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Government-wide and fund financial statements (continued)

The statement of activities demonstrates how other people or entities that participate in programs the District operates have shared in the payment of the direct costs. The “charges for services” column includes payments made by parties that purchase, use, or directly benefit from goods or services provided by a given function or segment of the District. Examples include tuition paid by students not residing in the District, school lunch charges, etc. The “grants and contributions” column indicates amounts paid by organizations outside the District to help meet the operational or capital requirements of a given function. Examples include grants under the Elementary and Secondary Education Act. If a revenue is not a program revenue, it is a general revenue used to support all the District’s functions. Taxes are always general revenues.

Interfund activities between governmental funds appear and proprietary funds appear as due to/due from on the governmental fund balance sheet and the proprietary fund statement of net position and as other resources and other uses on the governmental fund statement of revenues, expenditures, and changes in fund balance and on the proprietary fund statement of revenues, expenses and changes in fund net position. All interfund transactions between governmental funds and internal service funds are eliminated on the government-wide statements. Interfund activities between governmental funds and fiduciary funds remain as due to/due from on the government-wide statement of net position.

The fund financial statements provide reports on the financial condition and results of operations for three fund categories – governmental, proprietary, and fiduciary. Since the resources in the fiduciary funds cannot be used for District operations, they are not included in the government-wide statements. The District considers some governmental funds major and reports their financial condition and results of operations in a separate column.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. All other revenues and expenses are nonoperating.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting, as do the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements use the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets, current liabilities and fund balances are included on the balance sheet. Operating statements of these funds present net increases and decreases in fund balance (i.e., revenues and other financing sources and expenditures and other financing uses).

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Measurement focus, basis of accounting, and financial statement presentation (continued)

The modified accrual basis of accounting recognizes revenues in the accounting period in which they become both measurable and available, and it recognizes expenditures in the accounting period in which the fund liability is incurred, if measurable, except for the unmatured interest and principal on long-term debt, which is recognized when due. The District considers all revenues available if they are collectible within 60 days after year end.

Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the *susceptible to accrual* concept, that is, when they are both measurable and available. The District considers them “available” if they will be collected within 60 days of the end of the fiscal year. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available.

Grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant. Accordingly, when such funds are received, they are recorded as unearned revenues until related and authorized expenditures have been made. If balances have not been expended by the end of the project period, grantors may require the District to refund all or part of the unused amount.

The proprietary fund types and fiduciary funds are accounted for on a flow of economic resources measurement focus and utilize the accrual basis of accounting. This basis of accounting recognizes revenues in the accounting period in which they are earned and become measurable and expenses in the accounting period in which they are incurred and become measurable. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included in the statement of net position. The fund equity is segregated into net investment in capital assets, restricted net position, and unrestricted net position.

Fund accounting

The District reports the following major governmental funds:

- **General fund** – the general fund is the District’s primary operating fund. It accounts for all financial resources except those required to be accounted for in another fund.
- **Debt service fund** – the District accounts for resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds in a debt service fund.
- **Capital projects fund** – The proceeds from long-term debt financing and revenues and expenditures related to authorized construction and other capital asset acquisitions are accounted for in a capital projects fund.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Fund accounting (continued)

Additionally, the District reports the following fund type(s):

Non-major governmental funds:

- **Special revenue funds** – the District accounts for resources restricted to, or designated for, specific purposes by the District or a grantor in a special revenue fund. Most Federal and some State financial assistance is accounted for in a special revenue fund and sometimes unused balances must be returned to the grantor at the close of specified project periods.

Proprietary funds:

- **Internal service funds** – revenues and expenses related to services provided to organizations inside the District on a cost reimbursement basis are accounted for in an internal service fund. The District's internal service funds are the workers compensation fund and the health insurance fund.

Fiduciary funds:

- **Custodial funds** - the District accounts for resources held for others in a custodial capacity in custodial funds. The District's custodial fund is the student activity account.

Fund balance policy

The District reports fund balance for governmental funds in classifications based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The *nonspendable* classification represents assets that will be consumed or “must be maintained intact” and therefore, will never convert to cash, such as inventories of supplies. Provisions of laws, contracts, and grants specify how fund resources can be used in the *restricted* classification. The nature of these two classifications precludes a need for policy from the Board. However, the Board has adopted fund balance policies for the three unrestricted classifications – *committed, assigned, and unassigned*.

From time to time, the Board may commit fund balances by a majority vote in a scheduled meeting. The Board's commitment may be modified or rescinded by a majority vote in a scheduled meeting. Board commitments cannot exceed the amount of fund balance that is greater than the sum of nonspendable and restricted fund balances since that practice would commit funds that the District does not have. Commitments may be for facility expansion or renovations, program modifications, wage and salary adjustments, financial cushions, and other purposes determined by the Board.

The Board may delegate authority to specified persons or groups to make assignments of certain fund balances by a majority vote in a scheduled meeting. The Board may modify or rescind its delegation of authority by the same action. The authority to make assignments shall be in effect until modified or rescinded by the Board by majority vote in a scheduled meeting. The Board has delegated this authority to the Superintendent or Assistant Superintendent for Business and Operations.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Fund balance policy (continued)

When the District incurs expenditures that can be made from either restricted or unrestricted balances, the expenditures should be charged to restricted balances. When the District incurs expenditures that can be made from either committed, assigned, or unassigned balances, the expenditures should be charged in the same order.

Nonspendable	
Prepayments in the general fund	\$ 189
Total nonspendable	<u>189</u>
Restricted	
Capital acquisition	292,928,357
Debt service	6,178,408
Federal/state grants	<u>2,783,465</u>
Total restricted	<u>301,890,230</u>
Committed	
Construction	4,000,000
Special revenue funds	<u>355,669</u>
Total committed	<u>4,355,669</u>
Unassigned	<u>26,817,977</u>
Total fund balances	<u>\$ 333,064,065</u>

Other accounting policies

1. The District reports inventories of supplies at cost including consumable custodial, maintenance, instructional, and office supplies. Inventories of supplies are recorded as expenditures when they are consumed rather than when they are purchased. Although commodities are received at no cost, their fair market value is supplied by the Texas Department of Human Services and recorded as revenue when received. When requisitioned, inventory is relieved, and expenditures are charged.
2. Cash and cash equivalents include cash and high liquid investments such as investment pools.
3. Unearned revenue accounted for on the balance sheet relates to excess funds received from funding sources over earned amounts.
4. The District provides risk management obligations by carrying appropriate insurance. Property and general liability insurance are obtained from a licensed insurer. Risk of loss is not retained by the District.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Other accounting policies (continued)

5. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.
6. The Data Control Codes refer to the account code structure prescribed by TEA in the *Financial Accountability System Resource Guide*. Texas Education Agency requires school districts to display these codes in the financial statements field in order to ensure accuracy in building a Statewide data base for policy development and funding plans.
7. In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District's deferred outflows of resources consist of differences between expected and actual actuarial experience (pension and OPEB), changes in actuarial assumptions (pension and OPEB), differences between projected and actual investment earnings (OPEB), change in proportion and differences between employer's contributions and the proportionate share of contributions (pension and OPEB), and contributions paid to TRS subsequent to the measurement date (pension and OPEB).
8. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has one type of item which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Uncollected property taxes which are assumed collectible are reported in this category on the balance sheet for governmental funds. They are not reported in this category on the government-wide statement of net position. In the government-wide financial statements, the District reports a deferred inflow of resources for differences between expected and actual actuarial experience (pension and OPEB), changes in actuarial assumptions (pension and OPEB), difference between projected and actual investment earnings (pension), and changes in proportion and differences between employer's contributions and the proportionate share of contributions (pension).
9. In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. The District has implemented GASB 87 for reporting leases. A right-to-use lease is defined as a contract that conveys control of another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction. To be accounted for as a lease, the lease must meet the definition of a "long-term" lease provided in GASB 87 and must meet the capitalization level set by the Board. The right-to-use lease liability is reported in the government-wide statements. The lease liability is calculated as the present value of the reasonably certain expected payments to be made over the term of the lease and the interest included in the lease payment is recorded as an expense. The District has implemented GASB Statement 96, *Subscription-Based Information Technology Arrangements (SBITAs)*.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Other accounting policies (continued)

This statement is based on the principle that SBITAs are financings of the right-to-use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets). It establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding liability. The right to use SBITA and the related liability is reported in the governmental-wide statement.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing resources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. With GASB 87, the initial measure of a new right-to-use lease arrangement is reported in government fund types as an other financial source during the current period. Monthly payments are reported as principal and interest payments during the reporting period of the fund level statements.

10. Upon separation from the District, an employee in good standing who has ten or more years of employment in the District and who has accumulated 15 or more local leave days shall be paid one-third of the employee's daily rate of pay for the accrued and unused local leave days, up to a maximum of \$5,000.
11. Capital assets, which include land, buildings, furniture and equipment, and right-to-use lease assets are reported in the applicable governmental columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The right-to-use asset capitalization level is determined by the Board. The term of the lease must be the noncancelable period during which the District has the right-to-use the tangible assets of another entity plus periods in which either the lessee or the lessor has the sole option to extend the lease if it is reasonably certain the option will be exercised, plus any periods in which either the lessee or the lessor has the sole option to terminate the lease if it is reasonably certain the option will not be exercised by that party and must not meet the definition of a short-term lease under GASB 87. If the lease is in a governmental fund, the full amount of the lease asset will be reported as an expenditure in the fund level statements the year the agreement is made.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(1) Summary of significant accounting policies (continued)

Other accounting policies (continued)

Buildings, furniture and equipment, and leased assets of the District are depreciated using the straight-line method over the following estimated useful lives or, for the leased asset, for the term of the lease if the estimated useful life is longer than the term of the lease, if there is an option to purchase, which is expected to be exercised:

<u>Assets</u>	<u>Years</u>
Buildings	40
Vehicles	7-15
Equipment	5-15

(2) Stewardship, compliance and accountability

Budgetary data

The Board of Trustees adopts an “appropriated budget” for the general fund, debt service fund, and the food service fund which is included in the special revenue funds. The District is required to present the adopted and final amended budgeted revenues and expenditures for each of these funds. The District compares the final amended budget to actual revenues and expenditures. The general fund budget report appears in exhibit G-1, and the other two reports appear in exhibit J-2 and J-3.

The following procedures are followed in establishing budgetary data reflected in the basic financial statements.

- Prior to August 20th the District prepares a budget for the next succeeding fiscal year beginning September 1st. The operating budget includes proposed expenditures and the means of financing them.
- A meeting of the Board is then called for the purpose of adopting the proposed budget. At least ten days public notice of the meeting must be given.
- Prior to September 1st, the budget is legally enacted through passage of a resolution by the Board. Once a budget is approved, it can only be amended at the function and fund level by approval of a majority of the members of the Board. Amendments are presented to the Board at its regular meetings. Each amendment must have Board approval. As required by law, such amendments are made before the fact, are reflected in the official minutes of the Board, and are not made after fiscal year end. Because the District has a policy of careful budgetary control, several amendments were necessary during the year.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(2) Stewardship, compliance and accountability

Budgetary data (continued)

- Each budget is controlled by the budget coordinator at the revenue and expenditure/function/object level. Budgeted amounts are as amended by the Board. All budget appropriations lapse at year end. A reconciliation of fund balances for both appropriated budget and nonappropriated budget special revenue funds is as follows:

<u>Fund</u>	<u>Fund Balance August 31, 2024</u>
Appropriated budget funds - food service special revenue funds	\$ 2,783,465
Nonappropriated budget funds	<u>355,669</u>
All special revenue funds	<u>\$ 3,139,134</u>

Expenditures in excess of appropriations

As noted in exhibit J-2, the child nutrition program did not have expenditures in excess of budget in function 35 by \$142,565.

(3) Detailed notes on all funds and account groups

Cash, cash equivalents, and investments

Cash and cash equivalents

Direct policies and legal and contractual provisions governing deposits

Custodial credit risk for deposits – State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity or its agent. Since the District complies with this law, it has no custodial credit risk for deposits.

At fiscal year end, the Districts funds were fully secured by pledged securities of the depository bank.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(3) Detailed notes on all funds and account groups

Cash, cash equivalents, and investments (continued)

District policies on legal and contractual provisions governing investments

Compliance with the Public Investment Act

The Public Funds Investment Act (Government Code Chapter 2256) (the Act), contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires a governmental entity to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

Statutes authorize the entity to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas and its agencies, (2) guaranteed or secured certificates of deposit issued by state and national banks domiciled in Texas, (3) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality not less an “A”, (4) no load money market funds with a weighted average maturity of 90 days or less, (5) fully collateralized repurchase agreements, (6) commercial paper having a stated maturity of 270 days or less from the date of issuance and is not rated less than A-1 or P-1 by two nationally recognized credit rating agencies or one nationally recognized credit agency and is fully secured by an irrevocable letter of credit, (7) secured corporate bonds rated no lower than “AA-” or the equivalent, (8) public funds investment pools, and (9) guaranteed investment contracts for bond proceeds investment only, with a defined termination date and secured by U.S. Government direct or agency obligations approved by the Texas Public Funds Investment Act in an amount equal to the bond proceeds. The Act also requires the entity to have independent auditors perform test procedures related to investment practices provided by the Act. The District is in substantial compliance with the requirements of the Act and with local policies.

As of August 31, , the District had the following investments, which are classified on the balance sheet as cash and cash equivalents:

Investment Type	Credit Rating	Amount	Maturity		
			Less than 1 Year	1-5 Years	10+ Years
External Investment Pools	AAAm	\$345,892,084	\$345,892,084	\$ -	\$ -
Total		\$345,892,084	\$345,892,084	\$ -	\$ -

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(3) Detailed notes on all funds and account groups (continued)

Cash, cash equivalents, and investments (continued)

Additional policies and contractual provisions governing deposits and investments of the District are specified below:

Credit risk – To limit the risk that an issuer or other counterparty to an investment will not fulfill its obligations, the District limits investments to those allowed by Government Code 2256. As of August 31, , the District’s investments were limited to investment pools.

Custodial credit risk for investments – To limit the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in possession of an outside party. The District requires counterparties to register the securities in the name of the District’s custodian and hand them over to the District or its designated agent. All of the securities are held by the District’s agent.

Concentration of credit risk – To limit the risk of loss, the District’s investment portfolio is diversified in terms of investment instruments, maturity schedule, and financial institutions.

Interest rate risk – To limit the risk that changes in interest rates will adversely affect the fair value of investments, the District’s investment portfolio has various maturities.

Foreign currency risk – The District has no foreign currency investments.

Fair value measurement

The District categorizes its fair value measurements with the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy. In instances where inputs used to measure fair value fall into different levels in the above fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The District’s assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability. The District is only invested in investment pools which are valued at amortized cost.

The investment pools used by the District are organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 256, Texas Government Code. The investment pools are public funds investment pools created to provide a safe environment for the placement of local government funds in an authorized short-term investment.

The District’s investment in investment pools, which are exempt from regulation by the Securities and Exchange Commission, have as one of their objectives the maintenance of stable net asset value of \$1. The book value of the position in the pools is the same as the number of shares in each pool; the market value of a share should approximately equal the book value of a share.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(3) Detailed notes on all funds and account groups (continued)

Cash, cash equivalents, and investments (continued)

Lone Star Investment Pool (the Pool) – The Pool’s liquidity fund operates in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940, which allows the fund to use amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the District’s position in the Pool is the same as the value of the Pool’s shares and does not include any unrealized gains and losses.

The Pool is governed by an eleven-member Board of Trustees made up of active participants in the Pool. The Board of Trustees has the responsibility of adopting and monitoring compliance with the investment policy, appointing investment officers, overseeing the selection of an investment advisor, custodian, investment consultant, administrator, and other service providers. The Board of Trustees is also responsible for monitoring performance of the Pool. Financial information for the Pool can be obtained by writing to post office box 400, Austin, Texas 78767-0400 or by calling 1-800-758-3927.

(4) Property taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District and in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period, and (2) when they are expected to be collected during a 60-day period after the close of the school fiscal year.

(5) Delinquent taxes receivable

Delinquent taxes are prorated between maintenance and debt service based on rates adopted for the year of the levy. Allowances for uncollectible tax receivables within the general fund and debt service fund are based on historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

(6) Interfund balances and transfers

Interfund balances at August 31, consisted of the following:

<u>DUE TO FUND</u>	<u>DUE FROM FUND</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
General fund	Other governmental funds	\$ 577,696	Short-term loan
General fund	Capital projects fund	394	Short-term financing
Food service fund	General fund	<u>73,746</u>	Short-term loan
		<u>\$ 651,836</u>	

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(7) Disaggregation of receivables and payables

Receivables at August 31, , were as follows:

	<u>Property Taxes</u>	<u>Other Governments</u>	<u>Due From Other Funds</u>	<u>Other</u>	<u>Total Receivables</u>
Governmental Activities:					
General fund	\$ 1,306,697	\$ 10,980,264	\$ 578,090	\$ 756	\$ 12,865,807
Debt service fund	730,590	447,350	-	-	1,177,940
Capital projects	-	-	-	14,008	14,008
Nonmajor governmental funds	-	1,055,530	73,746	-	1,129,276
Total governmental activities	<u>\$ 2,037,287</u>	<u>\$ 12,483,144</u>	<u>\$ 651,836</u>	<u>\$ 14,764</u>	<u>\$ 15,187,031</u>

Payables at August 31, , were as follows:

	<u>Accounts Payable</u>	<u>Salaries and Benefits</u>	<u>Due To Other Funds</u>	<u>Due to Other Governments</u>	<u>Total Payables</u>
Governmental Activities:					
Governmental fund:					
General fund	\$ 1,666,518	\$ 5,480,724	\$ 73,746	\$ -	\$ 7,220,988
Debt service fund	-	-	-	12,104	12,104
Capital projects	20,801,027	-	394	40,021	20,841,442
Nonmajor governmental funds	173,032	304,588	577,696	2,928	1,058,244
Total governmental activities	<u>\$ 22,640,577</u>	<u>\$ 5,785,312</u>	<u>\$ 651,836</u>	<u>\$ 55,053</u>	<u>\$ 29,132,778</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(8) Capital assets

Capital asset activity for the year ended August 31, , was as follows:

	Primary Government			Ending Balance
	Beginning Balance	Additions	Deletions	
Governmental Activities:				
Capital assets not being depreciated:				
Land	\$ 17,453,647	\$ 12,530,474	\$ -	\$ 29,984,121
Construction in progress	<u>33,819,689</u>	<u>115,316,837</u>	<u>(299,121)</u>	<u>148,837,405</u>
Total capital assets not being depreciated	<u>51,273,336</u>	<u>127,847,311</u>	<u>(299,121)</u>	<u>178,821,526</u>
Capital assets being depreciated:				
Buildings and improvements	202,605,849	433,313	-	203,039,162
Equipment	16,159,340	1,491,201	(657,566)	16,992,975
Right-to-use leased assets	241,675	-	-	241,675
SBITA assets	<u>1,077,540</u>	<u>141,162</u>	<u>-</u>	<u>1,218,702</u>
Total capital assets being depreciated	<u>220,084,404</u>	<u>2,065,676</u>	<u>(657,566)</u>	<u>221,492,514</u>
Less accumulated depreciation for				
Buildings and improvements	(55,355,103)	(4,937,544)	-	(60,292,647)
Equipment	(11,281,483)	(1,036,860)	641,697	(11,676,646)
Right-to-use leased assets	(193,340)	(48,335)	-	(241,675)
SBITA assets	<u>(359,335)</u>	<u>(387,331)</u>	<u>-</u>	<u>(746,666)</u>
Total accumulated depreciation	<u>(67,189,261)</u>	<u>(6,410,070)</u>	<u>641,697</u>	<u>(72,957,634)</u>
Total capital assets being depreciated, net	<u>152,895,143</u>	<u>(4,344,394)</u>	<u>(15,869)</u>	<u>148,534,880</u>
Governmental activities capital assets, net	<u>\$ 204,168,479</u>	<u>\$ 123,502,917</u>	<u>\$ (314,990)</u>	<u>\$ 327,356,406</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(8) Capital assets (continued)

Depreciation expense was charged to governmental functions as follows:

	<u>Amount</u>
Instruction	\$ 3,618,630
Instructional resources and media services	48,978
Curriculum and instructional staff development	97,688
Instructional leadership	128,479
School leadership	311,434
Guidance, counseling, and evaluation services	230,619
Social work services	59,084
Health services	60,284
Student (pupil) transportation services	349,883
Food services	330,000
Extracurricular activities	209,760
General administration	200,513
Facilities maintenance and operations	556,896
Security and monitoring	95,285
Data processing services	111,226
Community services	<u>1,311</u>
Total depreciation expense	<u>\$ 6,410,070</u>

(The remainder of the page intentionally left blank)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(9) Bonds payable

Bonded indebtedness of the District is reflected in the statement of net position, and current requirements for principal and interest expenditures are accounted for in the debt service fund. The bonds mature serially and term through the year 2053, with interest rates of 2.0% to 5.0%.

A summary of changes in bonds payable for the year ended August 31, is as follows:

Description	Interest Rate Payable	Amounts Original Issue	Interest Current Year	Payable Amounts Outstanding 9/1/2023	Issued	Retired/ Refunded	Amounts Outstanding 8/31/2024	Amounts Due Within One Year
Unlimited Tax Refunding Bonds Series 2014	2.00% - 4.00%	\$ 6,937,932	\$ 979,754	\$ 6,075,285	\$ -	\$ (790,672)	\$ 5,284,613	\$ 727,934
Unlimited Tax Refunding Bonds Series 2015	2.00% - 4.00%	8,665,000	331,925	8,410,000	-	(115,000)	8,295,000	120,000
Unlimited Tax Refunding Bonds Series 2015A	2.00% - 4.00%	6,800,000	99,700	2,730,000	-	(585,000)	2,145,000	605,000
Unlimited Tax Refunding Bonds Series 2016	2.00% - 5.00%	22,079,220	568,675	14,800,000	-	(340,000)	14,460,000	355,000
Unlimited Tax School Building Series 2016	2.00% - 4.00%	71,080,000	2,816,750	70,625,000	-	(245,000)	70,380,000	260,000
Unlimited Tax School Building Series 2019	2.25% - 5.00%	47,035,000	1,536,525	41,775,000	-	(1,600,000)	40,175,000	960,000
Unlimited Tax School Building Series 2021	3.00% - 5.00%	39,255,000	780,834	28,505,000	-	-	28,505,000	710,000
Unlimited Tax School Building Series 2022	5.00% - 4.00%	14,695,000	704,143	14,545,000	-	(250,000)	14,295,000	265,000
Unlimited Tax School Building Series 2023	5.00%	364,340,000	<u>227,735</u>	<u>364,340,000</u>	<u>-</u>	<u>-</u>	<u>364,340,000</u>	<u>-</u>
Totals			<u>\$7,818,306</u>	<u>\$551,805,285</u>	<u>\$ -</u>	<u>\$ (3,925,672)</u>	<u>\$547,879,613</u>	<u>\$4,002,934</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(9) Bonds payable (continued)

Debt service requirements are as follows:

Year Ended August 31,	Principal	Interest	Total Requirements
2025	\$ 4,002,934	\$ 23,880,925	\$ 27,883,859
2026	4,348,795	24,014,060	28,362,855
2027	7,507,884	23,324,372	30,832,256
2028	11,185,000	22,532,975	33,717,975
2029	11,720,000	21,994,075	33,714,075
2030-2034	67,230,000	101,318,375	168,548,375
2035-2039	83,845,000	84,630,150	168,475,150
2040-2044	104,635,000	63,728,175	168,363,175
2045-2049	129,645,000	38,274,853	167,919,853
2050-2053	123,760,000	10,148,200	133,908,200
Total	<u>\$ 547,879,613</u>	<u>\$ 413,846,160</u>	<u>\$ 961,725,773</u>

There are a number of limitations and restrictions contained in the general obligation bond indenture. Management has indicated that the District is in compliance with all significant limitations and restrictions at August 31, .

(10) Right-to-use lease liabilities

The District leases laptops with an agreement having a 5-year term. Annual payments of \$86,065 are made which consist of principal and annual interest of 3.38%. No assets were pledged as collateral for this lease.

A summary of right-to-use lease arrangements for the year ended August 30, is as follows:

Description	Date of Issue	Maturity	Interest Rate	Interest			Amounts		
				Current Year	Outstanding 9/1/2023	Issued	Retired	Outstanding 8/31/2024	Amounts Due Within One Year
Technology Equipment	2/29/2020	2/29/2024	3.38%	\$ -	\$ 83,251	\$ -	\$ (83,251)	\$ -	\$ -
Totals				<u>\$ -</u>	<u>\$ 83,251</u>	<u>\$ -</u>	<u>\$ (83,251)</u>	<u>\$ -</u>	<u>\$ -</u>

(11) Subscription-Based Information Technology Agreements

Subscription-based information technology agreements are capitalized in the statement of net position. Correspondingly, a liability is reported to capture the present value of future payments for these agreements. The agreements allow the District to use various software in the course of its business. The agreements range from one to three years with varying renewal options.

Future principal and interest payments due to maturity as of the end of the fiscal year are as follows:

Year Ended August 31,	Principal	Interest	Total Requirements
2025	\$ 410,737	\$ 26,323	\$ 437,060
2026	40,356	17,255	57,611
Total	<u>\$ 451,093</u>	<u>\$ 43,578</u>	<u>\$ 494,671</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(12) Changes in long-term liabilities

Long-term activities for the year ended August 31, , was as follows:

Description	Payable Amounts Outstanding 9/1/2023	Issued	Retired/ Refunded	Amounts Outstanding 8/31/2024	Amounts Due Within One Year
Governmental Activities:					
Bonds	\$ 551,805,285	\$ -	\$ (3,925,672)	\$ 547,879,613	\$ 4,002,934
Right-to-use lease liabilities	83,251	-	(83,251)	-	-
SBITA liabilities	731,599	141,162	(421,668)	451,093	410,737
Compensated absences	<u>121,643</u>	<u>127,631</u>	<u>(121,643)</u>	<u>127,631</u>	<u>127,631</u>
Total governmental activities	552,741,778	268,793	(4,552,234)	548,458,337	4,541,302
Accreted interest on capital					
appreciation bonds, series 2014	1,116,592	-	(137,517)	979,075	-
Bond premium, refunding series 2014	1,562,290	-	(142,027)	1,420,263	-
Bond premium, refunding series 2015	670,935	-	(70,625)	600,310	-
Bond premium, refunding series 2015.	220,450	-	(42,667)	177,783	-
Bond premium , refunding series 2016	1,962,729	-	(185,455)	1,777,274	-
Bond premium, series 2015	5,551,133	-	(293,452)	5,257,681	-
Bond premium, series 2019	2,750,559	-	(105,791)	2,644,768	-
Bond premium, series 2021	2,641,029	-	(94,323)	2,546,706	-
Bond premium, series 2022	387,800	-	(13,850)	373,950	-
Bond premium, series 2023	<u>12,087,132</u>	<u>-</u>	<u>(402,905)</u>	<u>11,684,227</u>	<u>-</u>
Totals	<u>\$ 581,692,427</u>	<u>\$ 268,793</u>	<u>\$ (6,040,846)</u>	<u>\$ 575,920,374</u>	<u>\$ 4,541,302</u>

(13) Accumulated unpaid vacation and leave benefits

The State of Texas has created a minimum personal leave program consisting of five days per year leave with no limit on accumulation and transferability among districts for every teacher regularly employed in Texas public schools.

Each district’s local Board of Education is required to establish a leave plan. Local school districts may provide additional leave beyond the state minimum. The District provides that upon separation from the District, an employee in good standing who has ten or more years of employment in the District and who has accumulated 15 or more local leave days shall be paid one-third of the employee’s daily rate of pay for the accrued and unused local leave days, up to a maximum of \$5,000. This liability has been recorded in the governmental activities.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan

Plan description

The District participates in a cost-sharing multiple-employer defined benefit pension that has a special funding situation. The plan is administered by the Teacher Retirement System of Texas (TRS). It is a defined benefit pension plan established and administered in accordance with the Texas Constitution, Article XVI, Section 67 and Texas Government Code, Title 8, Subtitle C. The pension trust fund is a qualified pension trust under Section 401(a) of the Internal Revenue Code. The Texas Legislature establishes benefits and contribution rates within the guidelines of the Texas Constitution. The pension's Board of Trustees does not have the authority to establish or amend benefit terms.

All employees of public, state-supported educational institutions in Texas who are employed for one-half or more of the standard work load and who are not exempted from membership under Texas Government Code, Title 8, Section 822.002 are covered by the system.

Pension plan fiduciary net position

Detailed information about TRS's fiduciary net position is available in a separately issued Annual Comprehensive Financial Report that includes financial statements and required supplementary information. That report may be obtained on the internet at <https://www.trs.texas.gov/Pages/about.publications.aspx>; by writing to TRS at 1000 Red River Street, Austin, Texas 78701-2698, or by calling (512) 542-6592.

Benefits provided

TRS provides service and disability retirement, as well as death and survivor benefits, to eligible employees (and their beneficiaries) of public and higher education in Texas. The pension formula is calculated using 2.3 percent (multiplier) times the average of the five highest annual creditable salaries times years of credited service to arrive at the annual standard annuity except for members who are grandfathered, the three highest annual salaries are used. The normal service retirement is at age 65 with 5 years of credited service or when the sum of the member's age and years of credited service equals 80 or more years. Early retirement is at age 55 with 5 years of service credit or earlier than 55 with 30 years of service credit. There are additional provisions for early retirement if the sum of the member's age and years of service credit total at least 80, but the member is less than age 60 or 62 depending on date of employment, or if the member was grandfathered in under a previous rule. There are no automatic postemployment benefit changes; including automatic COLAs. Ad hoc postemployment benefit changes, including ad hoc COLAs can be granted by the Texas Legislature as noted in the plan description above.

Texas Government Code section 821.006 prohibits benefit improvements, if as a result of the particular action, the time required to amortize TRS unfunded actuarial liabilities would be increased to a period that exceeds 31 years, or, if the amortization period already exceeds 31 years, the period would be increased by such action. Actuarial implications of the funding provided in this manner are determined by the system's actuary.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan (continued)

Contributions

Contribution requirements are established or amended pursuant to Article 16, section 67 of the Texas Constitution which requires the Texas legislature to establish a member contribution rate of not less than 6% of the member’s annual compensation and a state contribution rate of not less than 6% and not more than 10% of the aggregate annual compensation paid to members of the system during the fiscal year.

Employee contribution rates are set in state statute, Texas Government Code 825.402. The TRS Pension Reform Bill (Senate Bill 12) of the 86th Texas Legislature amended Texas Government Code 825.402 for member contributions and increased employee and employer contribution rates for fiscal years 2020 thru 2025.

<u>Contribution Rates</u>	<u>2024</u>	<u>2023</u>
Member (employees)	8.25%	8.00%
Non-employer contributing entity (State of Texas)	8.25%	8.00%
Employer (District)	8.25%	7.75%
 <u>Contribution Amounts</u>		
Employer (District)	\$ 2,268,740	\$ 1,867,824
Member (employees)	5,089,029	4,254,545
Non-employer contributing entity (State of Texas)	4,521,914	3,850,116

Contributors to the plan include members, employers and the State of Texas as the only non-employer contributing entity. The State is the employer for senior colleges, medical schools and state agencies including TRS. In each respective role, the State contributes to the plan in accordance with state statutes and the General Appropriations Act (GAA).

As the non-employer contributing entity for public education and junior colleges, the State of Texas contributes to the retirement system an amount equal to the current employer contribution rate times the aggregate annual compensation of all participating members of the pension trust fund during that fiscal year reduced by the amounts described below which are paid by the employers. Employers (public school, junior college, other entities, or the State of Texas as the employer for senior universities and medical schools) are required to pay the employer contribution rate in the following instances:

- On the portion of the member's salary that exceeds the statutory minimum for members entitled to the statutory minimum under Section 21.402 of the Texas Education Code.
- During a new member's first 90 days of employment.
- When any or all of an employee's salary is paid by federal funding sources, a privately sponsored source, from non-educational and general, or local funds.
- When the employing district is a public junior college or junior college district, the employer shall contribute to the retirement system an amount equal to 50% of the state contribution rate for certain instructional or administrative employees; and 100% of the state contribution rate for all other employees.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan (continued)

Contributions (continued)

In addition to the employer contributions listed above, there is a surcharge an employer is subject to:

- All public schools, charter schools, and regional educational service centers must contribute 1.8% of the member’s salary beginning in fiscal year 2023, gradually increasing to 2% in fiscal year 2025.
- When employing a retiree of the Teacher Retirement System, the employer shall pay both the member contribution and the state contribution as an employment after retirement surcharge.

Actuarial assumptions

The total pension liability in the August 31, 2023 was determined using the following actuarial assumptions:

Valuation date	August 31, 2022 rolled forward to August 31, 2023
Actuarial cost method	Individual entry age normal
Asset valuation method	Fair value
Single discount rate	7.00%
Long-term expected investment rate of return	7.00%
Municipal bond rate of return	4.13% - The source for the rate is the Fixed Income Market Data/Yield Curve/Data Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index’s “20-Year Municipal GO AA Index”
Last year in the projection period (100 years)	2122
Inflation	2.30%
Salary increases including inflation	2.95% to 8.95%, including inflation
Ad hoc post-employment benefit changes	None

The actuarial methods and assumptions used in the determination of the total pension liability are the same assumptions used in the actuarial valuation as of August 31, 2022. For a full description of these assumptions please see the actuarial valuation report dated November 22, 2022.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan (continued)

Discount rate

A single discount rate of 7.00% was used to measure the total pension liability. The single discount rate was based on the expected rate of return on plan investments of 7.00%. The projection of cash flows used to determine this single discount rate assumed that contributions from active members, employers and the nonemployer contributing entity will be made at the rates set by the legislature during the 2019 session. It is assumed that future employer and state contributions will be 9.50% of payroll in fiscal year 2024 increasing to 9.56% in fiscal year 2025 and thereafter. This includes all employer and state contributions for active and rehired retirees.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term rate of return on pension plan investments is 7.00%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the system's target asset allocation as of August 31, 2023 are summarized below:

Asset Class	Target Allocation %	Long-Term Expected Geometric Real Rate of Return ***	Expected Contributions To Long-Term Portfolio Returns
Global Equity			
USA	18.0%	4.0%	1.00%
Non-U.S. Developed	13.0%	4.5%	0.90%
Emerging Markets	9.0%	4.8%	0.70%
Private Equity*	14.0%	7.0%	1.50%
Stable Value			
Government Bonds	16.0%	2.5%	0.50%
Absolute Return*	0.0%	3.6%	0.00%
Stable Value Hedge Funds	5.0%	4.1%	0.20%
Real Return			
Real Estate	15.0%	4.9%	1.10%
Energy, Natural Resources, and Infrastructure	6.0%	4.8%	0.40%
Commodities	0.0%	4.4%	0.00%
Risk Parity			
Risk Parity	8.0%	4.5%	0.40%
Asset Allocation			
Cash	2.0%	3.7%	0.00%
Asset Allocation Leverage	-6.0%	4.4%	-0.10%
Inflation Expectation			2.30%
Volatility Drag****			-0.90%
Expected Return	<u>100.0%</u>		<u>8.00%</u>

* Absolute return includes credit sensitive investments

** Target allocations are based on the FY2022 policy model

*** Capital market assumptions come from Aon Hewitt (as of 8/31/2022)

****The volatility drag results from the conversion between arithmetic and geometric mean returns

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan (continued)

Discount rate sensitivity analysis

The following table presents the net pension liability of the plan using the discount rate of 7.00% and what the net pension liability would be if it were calculated using a discount rate that is 1% point lower (6.00%) or 1% point higher (8.00%) than the current rate.

	<u>1% Decrease in Discount Rate (6.00%)</u>	<u>Discount Rate (7.00%)</u>	<u>1% Increase in Discount Rate (8.00%)</u>
District's proportionate share of the net pension liability	<u>\$ 37,308,902</u>	<u>\$ 24,954,863</u>	<u>\$ 14,682,473</u>

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions

At August 31, , the District reported a liability of \$24,954,863 for its proportionate share of the TRS net pension liability. This liability reflects a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the collective net pension liability	\$ 24,954,863
State's proportionate share that is associated with the District	<u>41,962,475</u>
 Total	 <u>\$ 66,917,338</u>

The net pension liability was measured as of August 31, 2022 and rolled forward to August 31, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The employer's proportion of the net pension liability was based on the District's contributions to the pension plan relative to the contributions of all employers to the plan for the period September 1, 2022 through August 31, 2023.

At August 31, 2023 the employer's proportion of the collective net pension liability was 0.000363295 which was an increase of 0.000002155 from its proportion measured as of August 31, 2022.

Changes in assumptions and benefits since the prior actuarial valuation

The actuarial assumptions and methods are the same as used in the determination of the prior year's net pension liability.

The Texas 2023 Legislature passed legislation that provides a one-time stipend to certain retired teachers. The stipend was paid to retirees beginning in September of 2023. The Legislature appropriated funds to pay for this one-time stipend so there will be no impact on the net pension liability of TRS. In addition, the Legislature also provided for a cost of living adjustment (COLA) to retirees which was approved during the November 2023 election which will be paid in January 2024. Therefore, this contingent liability was not reflected as of August 31, 2023.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(14) Defined benefit pension plan (continued)

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions (continued)

For the year ended August 31, , the District recognized pension expense of \$6,335,971 and revenue of \$3,140,137 for support provided by the State.

At August 31, , the District reported its proportionate share of the TRS deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual actuarial experience	\$ 889,150	\$ 302,176
Changes in actuarial assumptions	2,360,241	577,605
Differences between projected and actual investment earnings	3,631,538	-
Changes in proportion and difference between employer contributions and proportionate share of contributions	2,391,360	339,619
Contributions paid to TRS subsequent to the measurement date of the net pension liability	2,268,740	-
Total	\$ 11,541,029	\$ 1,219,400

The net amounts of the employer's balances of deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Measurement Year Ended August 31,	Pension Expense Amount
2024	\$ 1,933,922
2025	1,258,149
2026	3,543,671
2027	1,236,444
2028	80,703
Thereafter	-
	\$ 8,052,889

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans

Plan description

The District participates in the Texas Public School Retired Employees Group Insurance Program (TRS-Care). It is a multiple-employer, cost-sharing, defined other postemployment benefit (OPEB) plan with a special funding situation. The TRS-Care program was established in 1986 by the Texas Legislature.

The TRS Board of Trustees administers the TRS-Care program and the related fund in accordance with Texas Insurance Code Chapter 1575. The Board of Trustees is granted the authority to establish basic and optional group insurance coverage for participants as well as to amend benefit terms as needed under Chapter 1575.052. The Board may adopt rules, plans, procedures, and orders reasonably necessary to administer the program, including minimum benefits and financing standards.

OPEB plan fiduciary net position

Detailed information about the TRS-Care’s fiduciary net position is available in the separately issued TRS Annual Comprehensive Financial Report that includes financial statements and required supplementary information. That report may be obtained on the Internet at https://www.trs.texas.gov/Pages/about_publications.aspx; by writing to TRS at 1000 Red River Street, Austin, TX, 78701-2698; or by calling (512) 542-6592.

Benefits provided

TRS-Care provides health insurance coverage to retirees from public schools, charter schools, regional education service centers and other educational districts who are members of the TRS pension plan. Optional dependent coverage is available for an additional fee.

Eligible non-Medicare retirees and their dependents may enroll in TRS-Care Standard, a high-deductible health plan. Eligible Medicare retirees and their dependents may enroll in the TRS-Care Medicare Advantage medical plan and the TRS-Care Medicare Rx prescription drug plan. To qualify for TRS-Care coverage, a retiree must have at least 10 years of service credit in the TRS pension system. There are no automatic postemployment benefit changes; including automatic COLAs.

The premium rates for the retirees are reflected in the following table:

TRS-Care Monthly Premium Rates		
	<u>Medicare</u>	<u>Non-Medicare</u>
Retiree*	\$ 135	\$ 200
Retiree and spouse	529	689
Retiree* and children	468	408
Retiree and family	1,020	999

* or surviving spouse

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans (continued)

Contributions

Contribution rates for the TRS-Care plan are established in state statute by the Texas Legislature, and there is no continuing obligation to provide benefits beyond each fiscal year. The TRS-Care plan is currently funded on a pay-as-you-go basis and is subject to change based on available funding. Funding for TRS-Care is provided by retiree premium contributions and contributions from the state, active employees, and participating employees based on active employee compensation. The TRS Board does not have the authority to set or amend contribution rates.

Texas Insurance Code, section 1575.202 establishes the state’s contribution rate which is 1.25% of the employee’s salary. Section 1575.203 establishes the active employee’s rate which is 0.65% of pay. Section 1575.204 establishes an employer contribution rate of not less than 0.25 percent or not more than 0.75 percent of the salary of each active employee of the public or charter school. The actual public school contribution rate is prescribed by the Legislature in the General Appropriations Act, which is 0.75% of each active employee’s pay for the plan year 2023.

The following table shows contributions to the TRS-Care plan by type of contributor.

<u>Contribution Rates</u>	2024	2023
Active employee	0.65%	0.65%
Non-employer contributing entity (State of Texas)	1.25%	1.25%
Employers	0.75%	0.75%
Federal/private funding remitted by employers	1.25%	1.25%
<u>Contribution Amounts</u>		
Employer (District)	\$ 508,724	\$ 464,462
Member (employees)	400,950	345,689
Non-employer contributing entity (State of Texas)	356,268	312,828

In addition to the employer contributions listed above, there is an additional surcharge all TRS employers are subject to. When hiring a TRS retiree, employers are required to pay to TRS Care, a monthly surcharge of \$535 per retiree.

TRS-Care received supplemental appropriations from the State of Texas as the non-employer contributing entity in the amount of \$21.3 million in fiscal year 2023 provided by Rider 14 of the Senate Bill GAA of the 87th Legislature. These amounts were re-appropriated from amounts received by the pension and TRS-Care funds in excess of the state’s actual obligation and then transferred to TRS-Care.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans (continued)

Actuarial assumptions

The actuarial valuation was performed as of August 31, 2022. Updated procedures were used to roll forward the total OPEB liability to August 31, 2023.

The actuarial valuation of the OPEB plan offered through TRS-Care is similar to the actuarial valuation performed for the pension plan, except that the OPEB valuation is more complex. The demographic assumptions were updated based on in the experience study performed for TRS for the period ending August 31, 2021.

The following assumptions and other inputs used for members of TRS-Care are based on an established pattern of practice and are identical to the assumptions used in the August 31, 2022 TRS pension actuarial valuation that was rolled forward to August 31, 2023:

Rates of mortality	General inflation
Rates of retirement	Wage inflation
Rates of termination	Rates of disability

The active mortality rates were based on PUB(2010), Amount-Weighted, Below-Median Income, Teacher male and female tables (with a two year set forward for males). The post-retirement mortality rates for healthy lives were based on the 2021 TRS of Texas Healthy Pensioner Mortality Tables, with full generational projection using the ultimate improvement rates from the mortality projection scale MP-2021.

Additional actuarial methods and assumptions.

Valuation date	August 31, 2022 rolled forward to August 31, 2023
Actuarial cost method	Individual Entry Age Normal
Inflation	2.30%
Projected single discount rate	4.13% as of August 31, 2023
Aging factors	Based on plan specific experience
Expenses	Third-party administrative expenses related to the delivery of health care benefits are included in the age-adjusted claims cost.
Salary increases	2.95% to 8.95%, including inflation
Ad hoc postemployment benefit changes	None

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans (continued)

Discount rate

A single discount rate of 4.13% was used to measure the total OPEB liability. There was an increase of 0.22% in the discount rate since the previous year. Because the investments are held in cash and there is no intentional objective to advance fund the benefits, the single discount rate is equal to the prevailing municipal bond rate.

The source of the municipal bond rate is the Fidelity “20-year Municipal GO AA Index” as of August 31, 2023 using the fixed-income market data/yield curve/data municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds.

Discount rate sensitivity analysis

The following schedule shows the impact of the net OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.13%) in measuring the net OPEB liability.

	1% Decrease in Discount Rate (3.13%)	Discount Rate (4.13%)	1% Increase in Discount Rate (5.13%)
District’s proportionate share of the net OPEB liability	<u>\$ 13,944,378</u>	<u>\$ 11,839,425</u>	<u>\$ 10,121,734</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans (continued)

OPEB liabilities, OPEB expense, and deferred outflows of resources and deferred inflows of resources related to OPEBs

At August 31, , the District reported a liability of \$11,839,425 for its proportionate share of the TRS’s total OPEB liability. This liability reflects a reduction for State OPEB support provided to the District. The amount recognized by the District as its proportionate share of the net OPEB liability, the related State support, and the total portion of the net OPEB liability that was associated with the District were as follows:

District’s proportionate share of the collective net OPEB liability	\$ 11,839,425
State’s proportionate share that is associated with District	<u>14,286,086</u>
Total	<u>\$ 26,125,511</u>

The net OPEB liability was measured as of August 31, 2022 and rolled forward to August 31, 2023 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The employer’s proportion of the net OPEB liability was based on the employer’s contributions to OPEB relative to the contributions of all employers to the plan for the period September 1, 2022 thru August 31, 2023.

At August 31, the employer’s proportion of the collective net OPEB liability was .0.0005347937 compared to 0.00051396446 as of August 31, 2023.

The following schedule shows the impact of the net OPEB liability if a healthcare trend rate is 1% less than and 1% greater than the health rates assumed.

	<u>1% Decrease in Healthcare Trend Rate</u>	<u>Current Single Healthcare Trend Rate</u>	<u>1% Increase in Healthcare Trend Rate</u>
District’s proportionate share of the total OPEB liability	<u>\$ 9,749,174</u>	<u>\$ 11,839,425</u>	<u>\$ 14,528,541</u>

Changes since the prior actuarial valuation

The following were changes to the actuarial assumptions or other inputs that affected measurement of the total OPEB liability since the prior measurement period:

- The single discount rate changed from 3.91 percent as of August 31, 2022 to 4.13 percent as of August 31, 2023, accompanied by revised demographic and economic assumptions based on the TRS experience study.

Changes of benefit terms since the prior measurement date

There were no changes in benefit terms since the prior measurement date.

The amount of OPEB expense recognized by the District in the reporting period was \$(3,054,064) and revenue of \$559,791 for support provided by the State.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(15) Defined other postemployment benefit plans (continued)

OPEB liabilities, OPEB expense, and deferred outflows of resources and deferred inflows of resources related to OPEBs (continued)

At August 31, , the District reported its proportionate share of the TRS’s deferred outflows of resources and deferred inflows of resources related to other postemployment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 535,644	\$ 9,960,634
Changes in actuarial assumptions	1,615,995	7,249,594
Difference between projected and actual investment earnings	5,116	-
Changes in proportion and difference between the employer's contributions and the proportionate share of contributions	7,741,585	-
Contributions paid to TRS subsequent to the measurement date	508,723	-
Total	\$ 10,407,063	\$ 17,210,228

The net amounts of the employer’s balances of deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Measurement Year Ended August 31,	OPEB Expense Amount
2024	\$ (1,928,436)
2025	(1,385,415)
2026	(650,256)
2027	(1,063,856)
2028	(1,000,409)
Thereafter	(1,283,516)
Total	\$ (7,311,888)

(16) Medicare Part D – on behalf payments

The Medicare Prescription Drug, Improvement and Modernization Act of 2003, which was effective January 1, 2006, established prescription drug coverage for Medicare beneficiaries known as Medicare Part D. One provisions of Medicare Part D allows for the Texas Public School Retired Employee Group Insurance Program (TRS-Care) to receive drug subsidy payments from the federal government to offset certain prescription drug expenditures for eligible TRS-Care participants. Payments made on behalf of the District for fiscal years 2022, 2023, and 2024 were \$202,723, \$287,424, and \$346,350 respectively.

(17) General fund federal source revenues

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

Federally financed programs are generally accounted for in the special revenue funds of the District, except for certain federal programs which are accounted for in the general fund as prescribed by the TEA. The District recognized in the general fund such revenues for the year ended August 31, , from federal sources as follows:

<u>Program or Source</u>	<u>Amount</u>
ROTC	\$ 97,921
SHARS	214,241
Indirect costs	<u>21,229</u>
Total	<u><u>\$ 333,391</u></u>

(18) Internal service funds

Workers Compensation Program

During the year ended August 31, , employees of the District were covered by a self-funded workers' compensation program. All administrative costs were paid to a third-party administrator acting on behalf of the District.

The District, through a self-funded program, was protected with a specific retention limit of \$1,000,000 and an aggregate limit of \$5,000,000 per statute through Texas Educational Insurance Association and Midwest Employers Casualty Company, commercial insurers licensed or eligible to do business in Texas in accordance with the Texas Insurance Code.

Estimates of claims payable and of claims incurred, but not reported at year end are reflected as other long-term debt of the proprietary fund.

Changes in the balances of claims liabilities during the past year are as follows:

	<u>Year Ended</u> <u>August 31, 2024</u>	<u>Year Ended</u> <u>August 31, 2023</u>
Unpaid claims, beginning of year	\$ 1,250,441	\$ 795,192
Incurred claims (including IBNR's)	4,361,764	5,914,857
Claim payments	<u>(4,605,621)</u>	<u>(5,459,608)</u>
Unpaid claims, end of year	<u><u>\$ 1,006,584</u></u>	<u><u>\$ 1,250,441</u></u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

For the year ended August 31, 2024

(19) Unearned revenue

Unearned revenue at year end consisted of the following:

	Special Revenue Fund
State entitlements	\$ 143,831
Federal	<u>487</u>
Total unearned revenue	<u>\$ 144,318</u>

(20) Receivables from other governments

The District participates in a variety of federal and state programs from which it receives grants to partially or fully finance certain activities. In addition, the District receives entitlements from the state through the School Foundation and Per Capital Programs. Amounts due from federal and state governments as of August 31, , are summarized below. All federal grants shown are passed through the TEA and are reported on the combined financial statements as due from other governments.

<u>Fund</u>	State Entitlements	Federal/State Grants	Other	Total
General	\$ 10,911,013	\$ 69,251	\$ -	\$ 10,980,264
Debt service	394,200	-	53,150	447,350
Special revenue	<u>-</u>	<u>1,055,530</u>	<u>-</u>	<u>1,055,530</u>
Total	<u>\$ 11,305,213</u>	<u>\$ 1,124,781</u>	<u>\$ 53,150</u>	<u>\$ 12,483,144</u>

(21) Revenue from local and intermediate sources

	General Fund	Debt Service Fund	Capital Projects Fund	Special Revenue Fund	Total
Property taxes	\$ 30,712,450	\$ 22,844,009	\$ -	\$ -	\$ 53,556,459
Penalties, interest and other tax related income	324,051	206,590	-	-	530,641
Investment income	1,766,401	596,595	20,978,268	23,581	23,364,845
Food sales	-	-	-	1,821,443	1,821,443
Co-curricular student activities	164,864	-	-	758,306	923,170
Other	<u>260,819</u>	<u>-</u>	<u>-</u>	<u>84,784</u>	<u>345,603</u>
Total	<u>\$ 33,228,585</u>	<u>\$ 23,647,194</u>	<u>\$ 20,978,268</u>	<u>\$ 2,688,114</u>	<u>\$ 80,542,161</u>

(22) Restatement of net position/fund balance

During the year the District reclassified certain funds from the custodial fund to the campus activity fund in the amount of \$17,251.

REQUIRED SUPPLEMENTARY INFORMATION



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL – GENERAL FUND**

For the year ended August 31, 2024

EXHIBIT G-1

Data Control Codes		1		2	3	Variance with Final Budget Positive (Negative)
		Budgeted Amounts		Actual Amounts (GAAP Basis)		
		Original	Final			
	Revenues:					
5700	Local and intermediate sources	\$ 35,055,513	\$ 33,053,522	\$ 33,228,585	\$ 175,063	
5800	State program revenues	49,155,004	52,473,308	55,669,498	3,196,190	
5900	Federal program revenues	1,540,000	560,547	333,391	(227,156)	
5020	Total revenues	<u>85,750,517</u>	<u>86,087,377</u>	<u>89,231,474</u>	<u>3,144,097</u>	
	Expenditures:					
	Current:					
0011	Instruction	49,341,770	50,971,445	50,956,729	14,716	
0012	Instructional resources and media services	551,395	601,395	579,699	21,696	
0013	Curriculum and instructional staff development	875,433	1,190,433	1,153,081	37,352	
0021	Instructional leadership	1,296,439	1,196,439	1,118,642	77,797	
0023	School leadership	4,435,781	4,743,079	4,732,229	10,850	
0031	Guidance, counseling, and evaluation services	3,421,399	3,401,399	3,362,769	38,630	
0032	Social work services	813,033	933,033	897,536	35,497	
0033	Health services	955,682	917,682	899,342	18,340	
0034	Student (pupil) transportation	5,430,115	5,352,793	5,317,622	35,171	
0035	Food services	215,064	271,213	242,649	28,564	
0036	Extracurricular activities	2,381,472	2,584,970	2,528,413	56,557	
0041	General administrative	2,722,585	3,059,944	3,047,465	12,479	
0051	Facilities maintenance and operations	8,816,150	8,546,150	8,192,637	353,513	
0052	Security and monitoring services	991,402	1,286,108	1,219,584	66,524	
0053	Data processing services	2,038,611	1,768,611	1,690,445	78,166	
0061	Community services	9,373	14,373	9,089	5,284	
	Debt service:					
0071	Principal on long-term debt	86,065	621,929	504,919	117,010	
0072	Interest on long-term debt	-	29,136	29,136	-	
	Capital outlay:					
0081	Facilities acquisition and construction	22,815	1,572,505	1,477,177	95,328	
	Intergovernmental:					
0095	Payments to Juvenile Justice Alternative Ed. Program	-	5,000	-	-	
0099	Other intergovernmental charges	650,000	590,000	565,216	24,784	
6030	Total expenditures	<u>85,054,584</u>	<u>89,657,637</u>	<u>88,524,379</u>	<u>1,133,258</u>	
1100	Excess (deficiency) of revenues over (under) expenditures	<u>695,933</u>	<u>(3,570,260)</u>	<u>707,095</u>	<u>4,277,355</u>	
	Other financing sources (uses):					
7913	Proceeds from right-to-use leased assets	-	-	141,162	141,162	
7080	Total other financing sources and (uses)	<u>-</u>	<u>-</u>	<u>141,162</u>	<u>141,162</u>	
1200	Net change in fund balance	695,933	(3,570,260)	848,257	4,418,517	
0100	Fund balance - September 1 (beginning)	<u>29,969,909</u>	<u>29,969,909</u>	<u>29,969,909</u>	<u>-</u>	
3000	Fund balance - August 31 (ending)	<u>\$ 30,665,842</u>	<u>\$ 26,399,649</u>	<u>\$ 30,818,166</u>	<u>\$ 4,418,517</u>	

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
LAST 10 FISCAL YEARS

For the year ended August 31, 2024

	FY 2024 <u>Plan Year 2023</u>	FY2023 <u>Plan Year 2022</u>	FY 2022 <u>Plan Year 2021</u>	FY 2021 <u>Plan Year 2020</u>
District's proportion of the net pension liability (asset)	0.0363295020%	0.0365450245%	0.030485853%	0.028925233%
District's proportionate share of net pension liability (asset)	\$ 24,954,863	\$ 21,695,841	\$ 7,763,668	\$ 15,491,763
State's proportionate share of the net pension liability (asset) associated with the District	<u>41,962,475</u>	<u>40,498,121</u>	<u>13,946,890</u>	<u>28,765,959</u>
Total	<u>\$ 66,917,338</u>	<u>\$ 62,193,962</u>	<u>\$ 21,710,558</u>	<u>\$ 44,257,722</u>
District's covered payroll	<u>\$ 53,198,042</u>	<u>\$ 48,084,719</u>	<u>\$ 41,013,400</u>	<u>\$ 38,890,409</u>
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	46.91%	45.12%	18.93%	39.83%
Plan fiduciary net position as a percentage of the total net pension liability	73.15%	75.62%	88.79%	75.54%

Note: GASB 68, Paragraph 81 requires that the information in this schedule be data from the period corresponding with the period covered as of the measurement dates ending August 31 preceding the Districts fiscal year end.

Note: Only nine years of data is presented in accordance with GASB 68, paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement."

EXHIBIT G-2

<u>FY 2020</u> <u>Plan Year 2019</u>	<u>FY 2019</u> <u>Plan Year 2018</u>	<u>FY 2018</u> <u>Plan Year 2017</u>	<u>FY 2017</u> <u>Plan Year 2016</u>	<u>FY 2016</u> <u>Plan Year 2015</u>
0.030554519%	0.027719505%	0.025814144%	0.0254971%	0.0252151%
\$ 15,883,194	\$ 15,257,488	\$ 8,253,973	\$ 9,634,958	\$ 8,913,202
<u>23,053,745</u>	<u>22,173,892</u>	<u>12,608,345</u>	<u>14,616,892</u>	<u>12,770,773</u>
<u>\$ 38,936,939</u>	<u>\$ 37,431,380</u>	<u>\$ 20,862,318</u>	<u>\$ 24,251,850</u>	<u>\$ 21,683,975</u>
<u>\$ 33,359,165</u>	<u>\$ 28,928,414</u>	<u>\$ 26,672,860</u>	<u>\$ 25,143,936</u>	<u>\$ 22,692,173</u>
47.61%	52.74%	30.95%	38.32%	39.28%
75.24%	73.74%	82.17%	78.00%	78.43%

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS FOR PENSIONS
TEACHER RETIREMENT SYSTEM OF TEXAS
LAST 10 FISCAL YEARS**

For the year ended August 31, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contractually required contribution	\$ 2,268,740	\$ 1,867,824	\$ 1,729,609	\$ 1,302,160
Contribution in relation to the contractually required contribution	<u>(2,268,740)</u>	<u>(1,867,824)</u>	<u>(1,729,609)</u>	<u>(1,302,160)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	<u>\$ 61,686,392</u>	<u>\$ 53,198,042</u>	<u>\$ 48,084,719</u>	<u>\$ 41,013,400</u>
Contribution as a percentage of covered payroll	3.68%	3.51%	3.60%	3.17%

Note: GASB 68, paragraph 81 requires that the data in this schedule be presented as of the District's current fiscal year as opposed to the time period covered by the measurement dates ending August 31 preceding the District's fiscal year end.

Note: Only nine years of data is presented in accordance with GASB 68, paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement."

EXHIBIT G-3

<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
\$ 1,190,560	\$ 1,068,148	\$ 933,445	\$ 846,037	\$ 810,106
<u>(1,190,560)</u>	<u>(1,068,148)</u>	<u>(933,445)</u>	<u>(846,037)</u>	<u>(810,106)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ 38,890,409</u>	<u>\$ 33,359,165</u>	<u>\$ 28,928,414</u>	<u>\$ 26,672,860</u>	<u>\$ 25,143,936</u>
3.06%	3.20%	3.23%	3.17%	3.22%

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE
OF THE TOTAL OPEB LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
LAST 10 FISCAL YEARS**

For the year ended August 31, 2024

EXHIBIT G-4

	<u>FY 2024</u>	<u>FY 2023</u>	<u>FY 2022</u>	<u>FY 2021</u>	<u>FY 2020</u>	<u>FY 2019</u>
	<u>Plan Year 2023</u>	<u>Plan Year 2022</u>	<u>Plan Year 2021</u>	<u>Plan Year 2020</u>	<u>Plan Year 2019</u>	<u>Plan Year 2018</u>
District's proportion of the net other postemployment benefit liability	0.0534793667%	0.0513964467%	0.044563866%	0.042889610%	0.039551195%	0.035670433%
District's proportionate share of net other postemployment benefit liability	\$ 11,839,425	\$ 12,306,368	\$ 17,190,274	\$ 16,304,277	\$ 18,704,245	\$ 17,810,573
State's proportionate share of the net other postemployment benefit liability associated with the District	<u>14,286,086</u>	<u>15,011,835</u>	<u>23,031,137</u>	<u>21,909,041</u>	<u>24,853,757</u>	<u>24,578,727</u>
Total	<u>\$ 26,125,511</u>	<u>\$ 27,318,203</u>	<u>\$ 40,221,411</u>	<u>\$ 38,213,318</u>	<u>\$ 43,558,002</u>	<u>\$ 42,389,300</u>
District's covered payroll	<u>\$ 53,198,042</u>	<u>\$ 48,084,719</u>	<u>\$ 41,013,400</u>	<u>\$ 38,890,409</u>	<u>\$ 33,359,165</u>	<u>\$ 28,928,414</u>
District's proportionate share of the net other postemployment benefit liability as a percentage of its covered payroll	22.26%	25.59%	41.91%	41.92%	56.07%	61.57%
Plan fiduciary net position as a percentage of the total other postemployment benefit liability	14.94%	11.52%	6.18%	4.99%	2.66%	1.57%

Note: GASB Codification, Vol. 2, P50.238 states that the information on the schedule should be determined as of the measurement date. Therefore the amount reported for 2023 are based on the August 31, 2022 measurement date.

Note: The schedule shows only six years of information. Additional information will be added until 10 years of data are available and reported.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF THE DISTRICT'S CONTRIBUTION FOR
OTHER POSTEMPLOYMENT BENEFITS (OPEB)
TEACHER RETIREMENT SYSTEM OF TEXAS
LAST 10 FISCAL YEARS**

For the year ended August 31, 2024

EXHIBIT G-5

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Contractually required contribution	\$ 508,724	\$ 464,462	\$ 409,216	\$ 348,626	\$ 326,898	\$ 280,673
Contribution in relation to the contractually required contribution	<u>(508,724)</u>	<u>(464,462)</u>	<u>(409,216)</u>	<u>(348,626)</u>	<u>(326,898)</u>	<u>(280,673)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	<u>\$ 61,686,392</u>	<u>\$ 53,198,042</u>	<u>\$ 48,084,719</u>	<u>\$ 41,013,400</u>	<u>\$ 38,890,409</u>	<u>\$ 33,359,165</u>
Contribution as a percentage of covered payroll	0.82%	0.87%	0.85%	0.85%	0.84%	0.84%

Note: The schedule shows six years of information. Additional information will be added until 10 years of data are available and reported.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

For the year ended August 31, 2024

(1) Notes to schedules for the TRS Pension

Changes in benefit terms – the following assumptions, methods, and plan changes which are specific to TRS Pension plan were updated from the prior year’s report:

- The Texas 2023 Legislature passed legislation that provides a one-time stipend to certain retired teachers. The stipend was paid to retirees beginning in September of 2023. The Legislature appropriated funds to pay for this one-time stipend so there will be no impact on the net pension liability of TRS. In addition, the Legislature also provided for a cost of living adjustment (COLA) to retirees which was approved during the November 2023 election which will be paid in January 2024. Therefore, this contingent liability was not reflected as of August 31, 2023.

Changes of assumptions – there were no changes in assumptions since the prior measurement date.

(2) Notes to schedules for the TRS OPEB plan

Changes in benefit terms – there were no changes in benefit terms since the prior measurement date.

Changes in assumptions – the following assumptions, methods, and plan changes which are specific to TRS-Care were updated from the prior year’s report:

- The single discount rate changed from 3.91 percent as of August 31, 2022 to 4.13 percent as of August 31, 2023, accompanied by revised demographic and economic assumptions based on the TRS experience study.

OTHER SUPPLEMENTARY INFORMATION

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS**

August 31, 2024

Data Control Codes		SPECIAL REVENUE FUNDS			
		206 ESSA, IX, A Homeless Children Ed.	211 ESEA I, A Improving Basic Program	224 IDEA - Part B Formula	225 IDEA - Part B Preschool
	Assets				
1110	Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -
1240	Due from other governments	-	218,669	232,520	17,154
1261	Due from other funds	-	-	-	-
1000	Total assets	<u>\$ -</u>	<u>\$ 218,669</u>	<u>\$ 232,520</u>	<u>\$ 17,154</u>
	Liabilities				
2110	Accounts payable	\$ -	\$ -	\$ -	\$ -
2160	Accrued wages payable	-	61,039	85,526	-
2170	Due to other funds	-	157,630	146,994	17,154
2180	Due to other governments	-	-	-	-
2300	Unearned revenue	-	-	-	-
2000	Total liabilities	<u>-</u>	<u>218,669</u>	<u>232,520</u>	<u>17,154</u>
	Fund balances				
	Restricted fund balance:				
3450	Federal or state funds grant restriction	-	-	-	-
	Committed fund balance:				
3545	Other committed fund balance	-	-	-	-
3000	Total fund balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000	Total liabilities and fund balances	<u>\$ -</u>	<u>\$ 218,669</u>	<u>\$ 232,520</u>	<u>\$ 17,154</u>

EXHIBIT H-1

SPECIAL REVENUE FUNDS

226	240	244	255	263	278	280
IDEA - Part B Discretionary	National Breakfast and Lunch Program	Career and Technical - Basic Grant	ESEA II, A Training and Recruiting	Title III, A English Lang. Acquisition	ESSER (ARP) Homeless Children	ESSER III Homeless Children
\$ -	\$ 2,633,344	\$ -	\$ -	\$ -	\$ -	\$ -
-	330,402	1,044	105,447	6,172	-	-
-	73,746	-	-	-	-	-
<u>\$ -</u>	<u>\$ 3,037,492</u>	<u>\$ 1,044</u>	<u>\$ 105,447</u>	<u>\$ 6,172</u>	<u>\$ -</u>	<u>\$ -</u>
\$ -	\$ 91,852	\$ -	\$ -	\$ -	\$ -	\$ -
-	158,023	-	-	-	-	-
-	4,152	1,044	105,447	4,957	-	-
-	-	-	-	1,215	-	-
-	-	-	-	-	-	-
-	254,027	1,044	105,447	6,172	-	-
-	2,783,465	-	-	-	-	-
-	-	-	-	-	-	-
-	2,783,465	-	-	-	-	-
<u>\$ -</u>	<u>\$ 3,037,492</u>	<u>\$ 1,044</u>	<u>\$ 105,447</u>	<u>\$ 6,172</u>	<u>\$ -</u>	<u>\$ -</u>

(continued)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS**

August 31, 2024

Data Control Codes		SPECIAL REVENUE FUNDS			
		282	289	385	397
		ESSER III ARP Act	Title IV Part A Subpart 1	State Supplement Visually Impaired	Advanced Placement Incentives
	Assets				
1110	Cash and cash equivalents	\$ -	\$ -	\$ -	204
1240	Due from other governments	41,078	4,021	-	-
1261	Due from other funds	-	-	-	-
1000	Total assets	<u>\$ 41,078</u>	<u>\$ 4,021</u>	<u>\$ -</u>	<u>\$ 204</u>
	Liabilities				
2110	Accounts payable	\$ -	\$ -	\$ -	\$ -
2160	Accrued wages payable	-	-	-	-
2170	Due to other funds	41,078	3,534	-	-
2180	Due to other governments	-	-	-	-
2300	Unearned revenue	-	487	-	204
2000	Total liabilities	<u>41,078</u>	<u>4,021</u>	<u>-</u>	<u>204</u>
	Fund balances				
	Restricted fund balance:				
3480	Federal or state funds grant restriction	-	-	-	-
	Committed fund balance:				
3545	Other committed fund balance	-	-	-	-
3000	Total fund balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000	Total liabilities and fund balances	<u>\$ 41,078</u>	<u>\$ 4,021</u>	<u>\$ -</u>	<u>\$ 204</u>

EXHIBIT H-1

SPECIAL REVENUE FUNDS						
410 State Instructional Materials	429 Other State Special Revenue Funds	461 Campus Activity Funds	462 Foundation Grants	487 Education Foundation	495 Donation Gifts	Total Nonmajor Governmental Funds
\$ 186,058	\$ -	\$ 387,639	\$ 2,117	\$ -	\$ 3,058	\$ 3,212,420
-	99,023	-	-	-	-	1,055,530
-	-	-	-	-	-	73,746
<u>\$ 186,058</u>	<u>\$ 99,023</u>	<u>\$ 387,639</u>	<u>\$ 2,117</u>	<u>\$ -</u>	<u>\$ 3,058</u>	<u>\$ 4,341,696</u>
\$ 42,431	32,413	\$ 6,336	\$ -	\$ -	\$ -	\$ 173,032
-	-	-	-	-	-	304,588
-	66,610	29,096	-	-	-	577,696
-	-	1,713	-	-	-	2,928
<u>143,627</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>144,318</u>
<u>186,058</u>	<u>99,023</u>	<u>37,145</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,202,562</u>
-	-	-	-	-	-	2,783,465
-	-	350,494	2,117	-	3,058	355,669
-	-	350,494	2,117	-	3,058	3,139,134
<u>\$ 186,058</u>	<u>\$ 99,023</u>	<u>\$ 387,639</u>	<u>\$ 2,117</u>	<u>\$ -</u>	<u>\$ 3,058</u>	<u>\$ 4,341,696</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS**

For the year ended August 31, 2024

Data Control Codes		SPECIAL REVENUE FUNDS			
		206	211	224	225
		ESSA, IX, A Homeless Children Ed.	ESEA I, A Improving Basic Program	IDEA - Part B Formula	IDEA - Part B Preschool
	Revenues				
5700	Local and intermediate sources	\$ -	\$ -	\$ -	\$ -
5800	State program revenues	-	-	-	-
5900	Federal program revenues	<u>520</u>	<u>875,380</u>	<u>1,450,991</u>	<u>17,154</u>
5020	Total revenues	<u>520</u>	<u>875,380</u>	<u>1,450,991</u>	<u>17,154</u>
	Expenditures				
	Current:				
0011	Instruction	520	781,608	507,899	17,154
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum and instructional staff development	-	79,913	8,297	-
0021	Instructional leadership	-	4,950	829,064	-
0023	School leadership	-	-	-	-
0031	Guidance, counseling, and evaluation services	-	650	105,731	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student (pupil) transportation	-	-	-	-
0035	Food services	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0053	Data processing services	-	-	-	-
0061	Community services	-	8,259	-	-
	Capital outlay:				
0081	Facilities acquisition and construction	-	-	-	-
6030	Total expenditures	<u>520</u>	<u>875,380</u>	<u>1,450,991</u>	<u>17,154</u>
1100	Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Other financing sources (uses)				
7915	Transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
7020	Total other financing sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
0100	Fund balance - September 1 (beginning)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Restatement of fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
3000	Fund balance - August 31 (ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

EXHIBIT H-2

SPECIAL REVENUE FUNDS						
226	240	244	255	263	278	280
IDEA - Part B Discretionary	National Breakfast and Lunch Program	Career and Technical - Basic Grant	ESEA II, A Training and Recruiting	Title III, A English Lang. Acquisition	ESSER (ARP) Homeless Children	ESSER III Homeless Children
\$ -	\$ 1,925,792	\$ -	\$ -	-	\$ -	\$ -
-	23,175	-	-	-	-	-
<u>27,231</u>	<u>4,250,501</u>	<u>70,610</u>	<u>195,640</u>	<u>42,007</u>	<u>5,455</u>	<u>11,926</u>
<u>27,231</u>	<u>6,199,468</u>	<u>70,610</u>	<u>195,640</u>	<u>42,007</u>	<u>5,455</u>	<u>11,926</u>
13,616	-	70,610	5,210	20,094	4,992	2,820
-	-	-	-	-	-	-
-	-	-	190,430	19,804	-	748
-	-	-	-	-	-	-
-	-	-	-	-	-	1,046
-	-	-	-	-	-	6,872
-	-	-	-	-	-	440
13,615	-	-	-	-	-	-
-	-	-	-	-	-	-
-	6,369,441	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	2,109	463	-
-	-	-	-	-	-	-
<u>27,231</u>	<u>6,369,441</u>	<u>70,610</u>	<u>195,640</u>	<u>42,007</u>	<u>5,455</u>	<u>11,926</u>
-	(169,973)	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	(169,973)	-	-	-	-	-
-	2,953,438	-	-	-	-	-
-	-	-	-	-	-	-
<u>\$ -</u>	<u>\$ 2,783,465</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

(continued)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS**

For the year ended August 31, 2024

Data Control Codes		SPECIAL REVENUE FUNDS			
		282	289	385	397
		ESSER III ARP Act	Title IV Part A Subpart 1	State Supplement Visually Impaired	Advanced Placement Incentives
	Revenues				
5700	Local and intermediate sources	\$ -	\$ -	\$ -	\$ -
5800	State program revenues	-	-	4,589	-
5900	Federal program revenues	<u>41,078</u>	<u>91,376</u>	<u>-</u>	<u>-</u>
5020	Total revenues	<u>41,078</u>	<u>91,376</u>	<u>4,589</u>	<u>-</u>
	Expenditures				
	Current:				
0011	Instruction	41,078	62,375	4,589	-
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum and instructional staff development	-	-	-	-
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	-	-	-
0031	Guidance, counseling, and evaluation services	-	29,001	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student (pupil) transportation	-	-	-	-
0035	Food services	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0053	Data processing services	-	-	-	-
0061	Community services	-	-	-	-
	Capital outlay:				
0081	Facilities acquisition and construction	-	-	-	-
6030	Total expenditures	<u>41,078</u>	<u>91,376</u>	<u>4,589</u>	<u>-</u>
1100	Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Other financing sources (uses)				
7915	Transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
7020	Total other financing sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
0100	Fund balance - September 1 (beginning)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Restatement of fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
3000	Fund balance - August 31 (ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

EXHIBIT H-2

SPECIAL REVENUE FUNDS						
410 State Instructional Materials	429 Other State Special Revenue Funds	461 Campus Activity Funds	462 Foundation Grants	487 Education Foundation	495 Donation Gifts	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ 758,306	\$ -	\$ 3,221	\$ 795	\$ 2,688,114
1,321,917	249,723	-	-	-	-	1,599,404
-	-	-	-	-	-	7,079,869
<u>1,321,917</u>	<u>249,723</u>	<u>758,306</u>	<u>-</u>	<u>3,221</u>	<u>795</u>	<u>11,367,387</u>
1,321,917	700	-	-	3,221	1,886	2,860,289
-	-	-	-	-	-	-
-	32,413	-	-	-	-	331,605
-	-	-	-	-	-	834,014
-	-	-	-	-	-	1,046
-	-	-	-	-	-	142,254
-	-	-	-	-	-	440
-	-	-	-	-	-	13,615
-	-	-	-	-	-	-
-	-	-	-	-	-	6,369,441
-	-	659,585	-	-	-	659,585
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	216,610	-	-	-	-	216,610
-	-	-	-	-	-	-
-	-	-	-	-	-	10,831
-	-	-	-	-	-	-
<u>1,321,917</u>	<u>249,723</u>	<u>659,585</u>	<u>-</u>	<u>3,221</u>	<u>1,886</u>	<u>11,439,730</u>
-	-	98,721	-	-	(1,091)	(72,343)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	98,721	-	-	(1,091)	(72,343)
-	-	234,522	2,117	-	4,149	3,194,226
-	-	17,251	-	-	-	17,251
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 350,494</u>	<u>\$ 2,117</u>	<u>\$ -</u>	<u>\$ 3,058</u>	<u>\$ 3,139,134</u>



REQUIRED TEXAS EDUCATION AGENCY SCHEDULES

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

SCHEDULE OF DELINQUENT TAXES RECEIVABLE

For the year ended August 31, 2024

Year Ended August 31,	(1)		(2)	(3)
	Tax Rates		Debt Service	Assessed/Appraised Value for School Tax Purposes
	Maintenance			
2015 and prior years	Various		Various	Various
2016	1.040000		0.348200	1,361,944,460
2017	1.040000		0.348200	1,509,279,947
2018	1.040000		0.399200	1,670,823,505
2019	1.040000		0.399200	1,936,124,861
2020	0.970000		0.455000	2,167,759,625
2021	0.873100		0.472890	2,505,465,884
2022	0.872000		0.472190	3,074,912,835
2023	0.854600		0.472190	4,054,576,534
2024 (school year under audit)	0.669200		0.500000	4,720,203,845
1000 Totals				
8000	Total Taxes refunded Under section 26.115, Tax Code			

EXHIBIT J-1

(10) Beginning Balance 09/01/2023	(20) Current Year's Total Levy	(31) Maintenance Collections	(32) Debt Service Collections	(40) Entire Year's Adjustments	(50) Ending Balance 8/31/2024
\$ 265,012	\$ -	\$ 35,069	\$ 5,672	\$ (2,336)	\$ 221,935
53,182	-	1,571	515	-	51,096
49,751	-	2,011	763	(360)	46,617
55,730	-	5,441	2,089	(662)	47,538
49,071	-	4,191	1,599	(866)	42,415
66,045	-	(8,803)	(4,147)	(27,073)	51,922
107,110	-	20,891	11,338	(3,644)	71,237
284,445	-	(23,660)	(12,827)	(147,221)	173,711
1,660,005	-	(182,902)	(101,104)	(1,603,887)	340,124
-	55,188,623	30,397,801	22,703,615	(870,150)	1,217,057
\$ 2,590,351	\$ 55,188,623	\$ 30,251,610	\$ 22,607,513	\$ (2,656,199)	\$ 2,263,652
		\$ -	\$ -		

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL – CHILD NUTRITION PROGRAM**

For the year ended August 31, 2024

EXHIBIT J-2

Data Control Codes		Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
		Original	Final		
	Revenues				
5700	Local and intermediate sources	\$ 1,875,327	\$ 1,875,327	\$ 1,925,792	\$ 50,465
5800	State program revenues	35,438	35,438	23,175	(12,263)
5900	Federal program revenues	<u>4,029,726</u>	<u>4,029,726</u>	<u>4,250,501</u>	<u>220,775</u>
5020	Total revenues	<u>5,940,491</u>	<u>5,940,491</u>	<u>6,199,468</u>	<u>258,977</u>
	Expenditures				
0035	Food services	<u>6,512,006</u>	<u>6,512,006</u>	<u>6,369,441</u>	<u>142,565</u>
6030	Total expenditures	<u>6,512,006</u>	<u>6,512,006</u>	<u>6,369,441</u>	<u>142,565</u>
1200	Net change in fund balance	(571,515)	(571,515)	(169,973)	401,542
0100	Fund balance - September 1 (beginning)	<u>2,953,438</u>	<u>2,953,438</u>	<u>2,953,438</u>	-
3000	Fund balance - August 31 (ending)	<u>\$ 2,381,923</u>	<u>\$ 2,381,923</u>	<u>\$ 2,783,465</u>	<u>\$ 401,542</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL – DEBT SERVICE FUND**

For the year ended August 31, 2024

EXHIBIT J-3

Data Control Codes		Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
		Original	Final		
	Revenues				
5700	Local and intermediate sources	\$ 24,540,481	\$ 23,671,644	\$ 23,647,194	\$ (24,450)
5800	State program revenues	<u>3,343,378</u>	<u>2,829,629</u>	<u>3,223,829</u>	<u>394,200</u>
5020	Total revenues	<u>27,883,859</u>	<u>26,501,273</u>	<u>26,871,023</u>	<u>369,750</u>
	Expenditures				
	Debt service:				
0071	Principal on long-term debt	3,921,672	3,971,672	3,925,672	46,000
0072	Interest on long-term debt	23,958,187	23,958,187	23,958,187	-
0073	Bond issuance cost and fees	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>-</u>
6030	Total expenditures	<u>27,883,859</u>	<u>27,933,859</u>	<u>27,887,859</u>	<u>46,000</u>
1200	Net change in fund balance	-	(1,432,586)	(1,016,836)	415,750
0100	Fund balance - beginning	<u>7,195,244</u>	<u>7,195,244</u>	<u>7,195,244</u>	<u>-</u>
3000	Fund balance - ending	<u>\$ 7,195,244</u>	<u>\$ 5,762,658</u>	<u>\$ 6,178,408</u>	<u>\$ 415,750</u>

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
USE OF FUNDS – SELECT STATE ALLOTMENT PROGRAMS

For the year ended August 31, 2024

EXHIBIT J-4

**DATA
CODES**

RESPONSES

Section A: Compensatory Education Programs

Districts are required to use at least 55% of state compensatory education state allotment funds on direct program costs. Statutory Authority: Texas Education Code, §48.104.		
AP1	Did your district expend any state compensatory education program state allotment funds during the district’s fiscal year?	Yes
AP2	Does the district have written policies and procedures for its state compensatory education program?	Yes
AP3	List the total state allotment funds received for state compensatory education programs during the district’s fiscal	\$6,799,694
AP4	List the actual direct program expenditures for state compensatory education programs during the district’s fiscal year. (PICs 24, 26, 28, 29, 30, 34)	\$4,983,534

Section B: Bilingual Education Programs

Districts are required to spend at least 55% of bilingual education state allotment funds on direct program costs. Statutory Authority: Texas Education Code, §48.105.		
AP5	Did your district expend any bilingual education program state allotment funds during the district’s fiscal year?	Yes
AP6	Does the district have written policies and procedures for its bilingual education program?	Yes
AP7	List the total state allotment funds received for bilingual education programs during the district’s fiscal year.	\$347,912
AP8	List the actual direct program expenditures for bilingual education programs during the district’s fiscal year. (PICs 25,	\$256,960

FEDERAL AWARDS SECTION



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees
Medina Valley Independent School District
Castroville, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Medina Valley Independent School District (the District) as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements, and have issued our report thereon dated December 19, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District’s financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Antonio, Texas
December 19, 2024

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of School Trustees
Medina Valley Independent School District
Castroville, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Medina Valley Independent School District's (the District) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended August 31, 2024. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District has complied in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Medina Valley Independent School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

San Antonio, Texas
December 19, 2024



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the year ended August 31, 2024

SECTION I – SUMMARY OF AUDITOR’S RESULTS

FINANCIAL STATEMENTS

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes X No
- Significant deficiency(ies) identified not considered to be material weakness(es)? Yes X None Reported

Noncompliance material to financial statements noted? Yes X No

FEDERAL AWARDS

Internal control over financial reporting:

- Material weakness(es) identified? Yes X No
- Significant deficiency(ies) identified not considered to be material weakness(es)? Yes X None Reported

Type of auditor’s report issued on compliance for Major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)? Yes X No

IDENTIFICATION OF MAJOR PROGRAMS

<u>Federal Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
10.553/10.555	Child Nutrition Cluster
84.010A	ESEA Title I, Part A

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? X Yes No

SECTION II – FINANCIAL STATEMENT FINDINGS

None

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

For the year ended August 31, 2024

NONE

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the year ended August 31, 2024

EXHIBIT K-1

(1) Federal Grantor / Pass-Through Grantor/ Program or Cluster Title	(2) Federal Assistance Listing Number	(3) Pass-Through Entity Identifying Number	(4) Federal Expenditures
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through Texas Education Agency:			
ESEA Title I, Part A - Improving Basic Programs	84.010A	24-610101163908	\$ 814,342
ESEA Title I, Part A - Improving Basic Programs	84.010A	25-610101163908	61,038
Total Assistance Listing Number 84.010A			875,380
IDEA-Part B, Formula *	84.027A	246600011639086600	1,365,464
IDEA-Part B, Formula *	84.027A	256600011639086600	85,527
IDEA-Part B, Discretionary, High Cost*	84.027A	66002206	27,231
Special Ed Contracted Services Capacity Grant	84.027A	23660049	35,942
Total Assistance Listing Number 84.027			1,514,164
IDEA - Part B, Preschool*	84.173	246610011639086610	17,989
Total Assistance Listing Number 84.173			17,989
Total Special Education Cluster (IDEA)			1,532,153
Career and Technical - Basic Grant	84.048A	24420006163908	74,064
ESSA Title IX, Part A Homeless Children Education	84.196A	24-4600057110055	546
Title III, Part A - English Language Acquisition	84.365A	24671001163908	44,061
ESEA, Title II, Part A, Teacher Principal Training	84.367A	24694501163908	205,185
COVID-19 - Elementary Secondary School Emergency Relief II	84.425D	21-533002163908	13,816
COVID-19 - ESSER III - ARP School Emergency Relief	84.425U	21-528001163908	41,078
COVID-19 - ARP - Homeless II - Education for Homeless	84.425W	21-5330017110055	6,320
Total Assistance Listing Number 84.425			61,214
Title IV, Part A, Subpart I	84.424A	24-680101163908	54,884
Total Assistance Listing Number 84.424			54,884
LEP Summer School	84.369A	69552002	3,110
Total passed through Texas Education Agency			2,850,597
TOTAL U.S. DEPARTMENT OF EDUCATION			2,850,597

(continued)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended August 31, 2024

EXHIBIT K-1 (continued)

Federal Grantor / Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Entity Identifying Number	Federal Expenditures
<u>U.S. DEPARTMENT OF AGRICULTURE</u>			
Passed through Texas Department of Agriculture			
School Breakfast Program *	10.553	71402001	\$ 918,220
National School Lunch Program-cash assistance *	10.555	71302201	3,032,322
National School Lunch Program-non-cash assistance *	10.555	N/A	260,289
COVID-19-Supply chain assistance grant*	10.555	23-TX400N8903	39,670
Total Assistance Listing Number 10.553/10.555			<u>4,250,501</u>
Total Child Nutrition Cluster			<u>4,250,501</u>
Total passed through Texas Department of Agriculture			<u>4,250,501</u>
TOTAL U.S. DEPARTMENT OF AGRICULTURE			<u>4,250,501</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 7,101,098</u>

* Clustered Programs

Schedule does not include SHARS of \$214,241 and ROTC of \$97,921.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the year ended August 31, 2024

- For all federal programs, the District uses the fund types specified in Texas Education Agency's *Financial Accountability System Resource Guide*. Special revenue funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Federal and state financial assistance generally is accounted for in a special revenue fund.
- The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Governmental Fund types are accounted for using a current financial resources measurement focus. All federal grant funds were accounted for in a special revenue fund, or, in some instances, in the general fund, which are governmental fund type funds.

With this measurement focus, only current assets and current liabilities and the fund balance are included on the balance sheet. Operating statements of these funds present increases and decreases in fund balance. The modified accrual basis of accounting is used for the governmental fund types. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and accordingly, when such funds are received, they are recorded as unearned revenues until earned.

- The period of performance for federal grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal project period extended 90 days beyond the federal project period ending date, in accordance with provisions in Section H, Period of Performance of Federal Funds, Part 3, Uniform Guidance Compliance Supplement.
- Federal assistance listing numbers for commodity assistance are the federal assistance numbers of the programs under which USDA donated the commodities.
- Indirect cost reimbursement for federal programs for this fiscal year was received in the amount of \$21,229.
- There were no awards passed through to subrecipients.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

SCHEDULE OF REQUIRED RESPONSES TO SELECTED SCHOOL FIRST INDICATORS

For the year ended August 31, 2024

EXHIBIT L-1

<u>DATA CONTROL CODES</u>		<u>RESPONSES</u>
SF1	Was there an unmodified opinion in the Annual Financial Report on the financial statements as a whole?	Yes
SF2	Were there any disclosures in the Annual Financial Report and/or other sources of information concerning nonpayment of any terms of any debt agreement at fiscal year end?	No
SF3	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	Yes
SF4	Was the school district issued a warrant hold? Even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days, the school district is considered to have been issued a warrant hold.	No
SF5	Did the Annual Financial Report disclose any instances of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?	No
SF6	Was there any disclosure in the Annual Financial Report of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?	No
SF7	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	Yes
SF8	Did the school board members discuss the school district's property values at a board meeting within 120 days before the school district adopted its budget?	Yes
SF9	Total accumulated accretion on CABs included in government-wide financial statements at fiscal year end.	<u>\$ 979,075</u>

Medina Valley Independent School District

Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 12-19-2024

Agenda Item: Consider Approval of Non-Standard Service Agreement between Yancey Water Supply Corporation and MVIDS

Background Information:

Yancey Water Supply Corporation will be the water service provider at our Medina Valley High School #2 Project. As part of the non-standard agreement, MVIDS is responsible for paying YWSC fees that include construction cost aid, membership, automated read, meters, and meter installation. Fees are required to be paid prior to water service being initiated.

In additions to the fees, MVIDS is also responsible for providing the acre-feet of water necessary to satisfy the annual demand listed in the agreement. The purchase of water rights will be presented at a later date.

Administrative Consideration:

MVIDS staff and MTR Engineers have been working with Yancey to incorporate an agreeable anticipated annual demand. Based on the negotiated annual demand, the associated fees listed below have been generated.

Non-Standard Service Agreement Fees	
Construction Cost Aid	\$ 190,045.63
Membership	\$ 100.00
Automated Meter Read Fee (3) Meters	\$ 1,110.00
Installation Fee (3) Meters	\$ 750.00
Inspection Fee (3) Meters	\$ 75.00
(1) 4" Domestic Meter	\$ 3,077.57
(1) 4" Irrigation Meter	\$ 3,077.57
(1) 12" Fire Meter	\$ 12,750.54
	\$ 210,986.31

Supporting Document(s):

Yancey Water Supply Corporation Non-Standard Service Agreement.

Recommendation:

It is recommended the Board approve payment of fees from YWSC to initiate the water service at the Medina Valley HS #2 project in the amount of \$210,986.31.

NON-STANDARD SERVICE AGREEMENT

THIS Non-Standard Service Agreement ("Agreement") is made and entered into by and between Yancey Water Supply Corporation ("YWSC") and Medina Valley Independent School District ("Applicant") (cumulatively, the "Parties" and, individually, a "Party" depending upon the context).

WHEREAS, Applicant owns and is engaged in developing that approximately 92.827 acres of land, in Medina County, Texas, , more particularly described by that August 29, 2019, special warranty deed conveying the land from Robert Charles Steinle to the Applicant's Board of Trustees, and recorded in the Medina County Deed Records as Document No. 2019006569, which is incorporated by reference, said land being hereinafter referred to as the "Property";

WHEREAS, YWSC owns and operates a public water system which supplies potable water for human consumption and domestic and other uses to customers on a retail basis within its service area recognized by the Public Utility Commission of Texas in YWSC's Certificate of Convenience and Necessity (CCN) No. 11463;

WHEREAS, pursuant to Chapters 13 and 67 of the Texas Water Code, YWSC's Board of Directors has adopted a Tariff governing YWSC's operating policies, service rules, service extension policies, service rates, and water use restriction policies, including but not limited to policies governing YWSC's provision of non-standard service;

WHEREAS, a copy of the Tariff is attached hereto as **Exhibit B**, the same being on file at the State Office of the Public Utility Commission of Texas as required by law, and incorporated herein for all purposes unless otherwise herein agreed;

WHEREAS, pursuant to the Tariff, Applicant submitted a Non-standard Service Application (attached as **Exhibit C**) requesting retail public water service to the Property, and has requested YWSC to provide such water service to the Property through an extension of YWSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as the "Water System Extension" as more particularly defined under Section 3 of this Agreement;

WHEREAS, Applicant desires to obtain domestic water service for an estimated 2,400-student high school, including 131 Equivalent Dwelling Units (one Equivalent Dwelling Unit, or "EDU," is equal to 290 gallons per day) for domestic use and irrigation service, and fire protection service at a rate of 1,500 gallons per minute at 12 pounds per square inch, all of which shall be located on the Property; and

WHEREAS, YWSC has completed its review of the application for non-standard service and desires to provide such services to the Applicant in accordance with the terms of this Agreement and YWSC's Tariff, and the Applicant desires to receive these services in accordance with the terms of this Agreement and YWSC's Tariff;

NOW THEREFORE, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Applicant and YWSC agree, and contract as follows:

AGREEMENT

1. Recitals.

The recitals set forth above are incorporated herein by reference for all purposes, and shall constitute together with the terms outlined below, the Agreement.

2. Tariff.

Unless otherwise provided herein, the terms, provisions, and policies of the Tariff, attached hereto and incorporated herein by reference, shall together with this Agreement, govern the rights and obligations of the Parties.

3. Engineering and Design of the Water System Extension.

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer, hired by Applicant, in accordance with the applicable specifications of YWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by YWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. YWSC's consulting engineer shall review and either (i) approve, or (ii) provide detailed comments and/or request revisions with respect to, any plans or specifications submitted by Applicant within twenty (20) business days ("Review Period") after the Applicant's submission of the same. In the event YWSC's consulting engineer requires additional time to review the plans and specifications, YWSC may extend the Review Period by ten (10) business days by providing Applicant with written notice of the extension. If YWSC's consulting engineer provides detailed comments or requested revisions to the plans and specifications submitted by Applicant, Applicant shall resubmit the plans and specifications addressing YWSC's consulting engineer's comments or requested revisions within twenty (20) business days of Applicant's receipt of such comments or requests, and YWSC's consulting engineer shall either (i) approve, or (ii) provide detailed comments and/or request revisions with respect to, any resubmissions within twenty (20) business days of such resubmission. If YWSC's consulting engineer does not approve or provide detailed comments and/or request revisions to the plans and specifications within the Review Period, the plans and specifications will be deemed approved. After such approval of the plans and specifications by YWSC's consulting engineer, or deemed approval of the plans and specifications, the plans and specifications shall become part of this Agreement by reference and shall more particularly define the Water System Extension.
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property as provided to YWSC by the Applicant, and shall be sufficiently sized to provide both domestic and fire protection service to the Property, which Parties agree is (12) inches.

YANCEY WATER SUPPLY CORPORATION - MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

4. Required Sites, Easements or Rights-of-Way.

Applicant shall be responsible for acquiring any easements across privately owned land or sites which are off-site and which are necessary for the construction or operation of the Water System Extension. Such easements will be obtained in the name of YWSC. Applicant will also obtain any governmental approvals necessary to construct the Water System Extension in a public right-of-way, if any. If necessary, Applicant will complete YWSC's Equipment and Line Dedication Agreement, which is attached to this Agreement as **Exhibit D** and made a part hereof.

5. Water Supply.

(a) Applicant is responsible for providing YWSC with an adequate water supply to meet the domestic and irrigation water service demand at the Property, which based on the engineering work performed as of the Effective Date, the Parties agree includes:

- i. one (1) six-inch (6") line, one (1) four-inch (4") domestic meter, one (1) four-inch (4") irrigation meter, and one (1) twelve-inch (12") line for fire flow; and
- ii. 91.7 acre-feet of water per year ("Anticipated Annual Demand"), which the Parties agree is sufficient to meet the estimated domestic and irrigation demand at the Property of 131 EDUs for a full calendar year.

(b) YWSC acknowledges that the Applicant's irrigation demands will increase with the future construction of certain sports facilities to be located at the Property. If Applicant's actual future water use, either for irrigation, domestic use, or for both, exceeds the Anticipated Annual Demand, as confirmed by the meter readings by YWSC, then YWSC shall notify Applicant and it shall be Applicant's responsibility to thereafter secure any additional water supply beyond the Anticipated Monthly Use. Additionally, Applicant shall pay an amount equal to the equity buy-in fee (defined under Section 8 of this Agreement) for each additional EDU beyond the total demand defined by Section 5(a)(ii) of this Agreement.

(c) The source of the water supply for both domestic and irrigation purposes must be the Edwards-Balcones Fault Zone Aquifer, which shall be permitted by the Edwards Aquifer Authority ("EAA") and authorized for use in Medina County, and which permitted groundwater rights shall be free and clear of any encumbrances and capable of being withdrawn from two of YWSC's existing water wells permitted by the EAA.

(d) YWSC will secure the regulatory approvals required by the EAA to acquire the EAA-permitted groundwater rights referred to in this Section.

6. Construction of the Water System Extension.

(a) Applicant will be responsible for obtaining bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of

YWSC. The Water System Extension shall be constructed in accordance with the approved plans and specifications. YWSC may reject any bid. The Water System Extension shall be constructed in accordance with the approved plans and specifications. YWSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to YWSC of the date on which construction is scheduled to begin so that YWSC may assign an inspector and make arrangements to be on-site during inspection. YWSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

7. Dedication of Water System Extension to YWSC.

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by YWSC, the Water System Extension shall become the property of YWSC. The Water System Extension shall thereafter be owned and maintained by YWSC subject to the warranties required under Subsection 7(b). Any connection of individual customers to the Water System Extension shall be made by YWSC.
- (b) Upon transfer of ownership of the Water System Extension, Applicant, through Applicant's contractor(s), shall warrant materials and performance of the Water System Extension constructed by Applicant for 12 months following the date of the transfer.

8. Cost of the Water System Extension.

- (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
- (1) engineering and design by Applicant Engineer
 - (2) easement or right-of-way acquisition;
 - (3) construction;
 - (4) inspection by YWSC inspector;
 - (5) administration (from Tariff Section F(5));
 - (6) attorneys' fees;
 - (7) governmental or regulatory approvals required to lawfully provide service; and
 - (8) all other costs required under YWSC's Tariff.

Applicant is responsible for paying YWSC a total contribution in aid of construction cost of \$186,508.60, which costs shall include a \$1,450.73 equity buy-in fee per EDU for 131 EDUs. The total contribution in aid cost of \$186,508.63 shall be paid to YWSC prior to the first meter being set. The acre-feet for water supply as set forth in Subsection 5(a)(ii) applicable to each EDU within the development shall be conveyed to YWSC prior to the first meter being set.

Applicant is responsible for paying the following costs to YWSC for providing service prior to service being initiated:

\$100.00 membership fee
\$186,508.63 contribution in aid of construction
\$370.00 automated meter read fee
\$250.00 installation fee per meter
\$25.00 inspection fee per meter
\$3,077.57 meter cost for 1 (one) four-inch (4") domestic meter
\$3,077.57 meter cost for 1 (one) four-inch (4") irrigation meter
\$12,750.54 meter cost for 1 (one) twelve-inch (12") fire meters

The fees will be paid upon meter request. The costs associated with the domestic, irrigation, and fire meters is subject to upon the expiration of 30 (thirty) days following the Effective Date. Applicant shall indemnify YWSC and hold YWSC harmless from all of the foregoing costs in this Subsection 8(a); provided however:

- (b) Nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by YWSC;
- (c) If YWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of YWSC, YWSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by YWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to YWSC; and
- (d) The contribution in aid of construction cost of \$1450.73 per EDU shall remain valid for a period of one year from the Effective Date. YWSC reserves the right to increase it for any meters on which developer has not previously paid it after two years from the Effective Date.

9. Service from the Water System Extension.

- (a) After proper completion of the Water System Extension to YWSC, YWSC shall provide continuous and adequate retail water service to the Property, subject to all duly adopted rules and regulations of YWSC and the payment of the following:
 - (1) all standard rates, fees and charges as reflected in YWSC's approved Tariff; and
 - (2) any applicable Equity Buy-In fee adopted by YWSC;
- (b) It is understood and agreed by the Parties that the obligation of YWSC to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission of Texas and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

YANCEY WATER SUPPLY CORPORATION – MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

- (c) Unless the prior approval of YWSC is obtained, the Applicant shall not:
- (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

10. Compliance with Tariff and Other Service Policies.

Applicant agrees to comply with YWSC's Tariff and all applicable requirements under Texas law, including but not limited to the rules of the Texas Commission on Environmental Quality and Public Utility Commission of Texas. Prior to YWSC's commencement of service, Applicant agrees to timely remit all fees outlined in Subsection 7 of this Agreement.

11. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, material and labor shortages attributable to COVID-19 or other economic disturbances outside the control of the Parties and any other inability's of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. Parties agree, that in the event of material and labor shortages resulting from COVID-19 or other economic disturbances outside the control of the Parties, the Party affected by such shortages will take all necessary and reasonable actions to resolve such shortages so as to minimize shortage impacts and construction delays. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty.

YANCEY WATER SUPPLY CORPORATION - MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

12. Notices.

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to YWSC shall be addressed:

Scooter Mangold
General Manager
Yancey Water Supply Corporation
P.O. Box 127
Yancey, Texas 78886

Any notice mailed to Applicant shall be addressed:

Rafael Barajas
Medina Valley Independent School District
Rafael.barajas@mvisd.org
8449 FM 471 South, Castroville, Texas 78009

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

13. Breach of Contract and Remedies.

- (a) If either Party breaches any term or condition of this Agreement, the non-breaching Party may, at its sole option, provide the breaching Party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching Party. Upon notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party, below, shall have all rights at law and in equity, including the right to enforce specific performance of this Agreement by the breaching Party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) The rights and remedies of the Parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Agreement.
- (c) The rights and remedies of the Parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Agreement.

YANCEY WATER SUPPLY CORPORATION – MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

14. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by either Party but not by any third party or alleged third-party beneficiary.

15. Captions.

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Agreement, the text shall control.

16. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

17. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

18. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

19. Authority.

The signatories hereto represent and affirm that they are authorized to execute this Agreement on behalf of the respective Parties hereto.

20. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

21. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

22. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of YWSC and the

Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

23. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Medina County, Texas.

24. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Medina County, Texas.

25. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

26. Assignability.

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of YWSC.

27. Effective Date.

This Agreement shall be effective from and after the date upon which all Parties have signed as indicated at the end of this Agreement.

28. Sole Servicer.

YWSC will be the sole service provider for water service to the Property during the Term of this Agreement. Therefore, Applicant shall not seek or obtain water services from any water service provider during the term of this Agreement other than YWSC, provided that YWSC complies with its obligation to provide the Services as provided in this Agreement.

29. Authority to Execute Agreement.

Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

[SIGNATURE PAGE FOLLOWS]

YANCEY WATER SUPPLY CORPORATION – MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be signed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

YANCEY WATER SUPPLY CORPORATION

APPLICANT: MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

YANCEY WATER SUPPLY CORPORATION – MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL NO. 2

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, (TITLE) of Medina Valley Independent School District, a Texas independent school district, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes and consideration set forth therein.

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared TEMPLE “SCOOTER” MANGOLD, General Manager of YANCEY WATER SUPPLY CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes and consideration set forth therein.

Notary Public, in and for the State of Texas

YANCEY WATER SUPPLY CORPORATION – MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
NONSTANDARD SERVICE CONTRACT
MEDINA VALLEY INDPENDENT SCHOOLD DISTRICT HIGH SCHOOL NO. 2

Yancey Water Supply Corporation



Tariff for

Yancey Water Supply
Corporation

Revised October 8, 2024

Yancey Water Supply Corporation
P O Box 127, 150 County Rd 743
Yancey, TX 78886-0127
Phone: 830-741-5264
Fax: 830-741-8009
www.yanceywater.com
yanceywater@yahoo.com

Table of Contents

Section A. Resolutions	<u>5</u>
Section B. Statements	<u>6</u>
Section C. Definitions	<u>9</u>
Section D. Geographic Area Served.....	<u>13</u>
Section E. Service Rules And Regulations.....	<u>15</u>
1. Activation of Standard Service.....	<u>15</u>
2. Activation of Nonstandard Service.....	<u>15</u>
3. Applicant's or Transferee's Recourse.....	<u>15</u>
4. Back-Billing	<u>15</u>
5. Bill Adjustment	<u>16</u>
6. Billing Cycle Changes.....	<u>17</u>
7. Changes in Service Classification	<u>17</u>
8. Charge Distribution and Payment Application.....	<u>17</u>
9. Deferred Payment Agreement.....	<u>17</u>
10. Denial of Service	<u>18</u>
11. Disconnection of Service - Rules	<u>18</u>
12. Disputed Bills.....	<u>22</u>
13. Due Dates, Delinquent Bills, and Service Disconnection Date.....	<u>22</u>
14. Inoperative Meters.....	<u>23</u>
15. Insufficient Grounds for Refusal of Service	<u>23</u>
16. Line Extension Reimbursement.....	<u>24</u>
17. Master Metered Account Regulations.....	<u>24</u>
18. Members and Renters.....	<u>24</u>
19. Membership.....	<u>24</u>
20. Member's Responsibility.....	<u>27</u>
21. Meter Relocation.....	<u>29</u>
22. Meter Tampering and Damage To Property.....	<u>29</u>
23. Ownership of Equipment.....	<u>30</u>
24. Prohibition of Multiple Connections to a Single Tap	<u>30</u>
25. Requirements for Mandatory Sewer Connection.....	<u>31</u>
26. Service Entitlement.....	<u>32</u>
27. Service Location and Classification.....	<u>32</u>
28. Service Requirements.....	<u>32</u>
Section F. Developer, Subdivision And Nonstandard Service Requirements.....	<u>34</u>
Part I. General Requirements.....	<u>34</u>
1. Purpose.....	<u>34</u>
2. Application of Rules.....	<u>34</u>
3. Nonstandard Service Application.....	<u>34</u>
4. Design.....	<u>35</u>
5. Nonstandard Service Contract.....	<u>36</u>
6. Construction of Facilities by Applicant Prior to Execution of Service Contract.....	<u>37</u>
7. Dedication of Water System Extension/Improvements to Corporation.....	<u>37</u>
8. Property and Right-Of-Way Acquisition.....	<u>37</u>
9. Bids for Construction.....	<u>38</u>
10. Pre-Payment for Construction and Service.....	<u>38</u>
11. Construction.....	<u>38</u>
Part II Request For Service To Subdivided Property	<u>39</u>

1. Sufficient Information	39
2. Service within Subdivisions	39
3. Final Approval.....	41
Section G. Rates And Service Fees.....	42
1. Additional Assessments.....	42
2. Assessments.....	42
3. Customer History Report Fee.....	42
4. Customer Service Inspection Fee	42
5. Easement Fee	42
6. Equipment Damage Fee.....	42
7. Equity Buy-In Fee	43
8. Groundwater District Production Fee.....	43
9. Information Copy Fee.....	43
10. Installation Fee	43
11. Late Payment Fee	44
12. Line Extension Reimbursement Fee.....	44
13. Membership Fee.....	44
14. Meter Tampering and Damage to Property Penalty	44
15. Monthly Charges	44
16. Meter Test Fee.....	46
17. Other Fees.....	46
18. Reconnect Fee	47
19. Regulatory Assessment.....	47
20. Returned Check Fee.....	47
21. Seasonal Reconnect Fee	47
22. Service Investigation Fee	47
23. Service Trip Fee.	47
24. Transfer Fee.....	47
25. Water Acquisition Charge	47
Section H. Conservation Committee And Emergency Water Demand Management Plan....	48
1. Introduction	48
2. Public Involvement.....	48
3. Trigger Conditions.....	48
4. Stage Levels of Water Allocations	48
5. Initiation and Termination Procedures	50
6. Penalties for Violations	51
7. Exemptions or Waivers	52
8. Implementation.....	53
TARIFF SECTION H. REVISION	54
Section I: Sample Application Packet.....	55
Corporation Use Only.....	56
Service Application and Agreement.....	57
Right-Of-Way Easement (General Type Easement).....	61
Nonstandard Service Application.....	63
Nonstandard Service Contract.....	66
Section J. Miscellaneous Transaction Forms.....	74
Customer Notice of Water Use Restrictions	75
Customer Notice of First Violation and Penalty	76
Customer Notice of Second Violation and Penalty	77
Customer Notice of Third Violation and Penalty.....	78
Customer Notice of Fourth Violation and Penalty	79

Notice of Disconnection.....	80
Notice of Prohibition Of Multiple Connections to a Single Tap.....	81
Deferred Payment Agreement.....	82
Installment Agreement.....	83
Line Extension Reimbursement Agreement.....	84
Agreement to Provide Fill For Certain Fire Apparatus in Designated Areas.....	85
Agreement to Provide Fireflow in Designated Areas.....	88
Meter Test Authorization and Test Report.....	91
Notice to Owner of Rental Property of Past Due Account.....	92
Notice of Requirement to Comply with the Subdivision and Service Extension Policy of Water Supply Corporation	93
Notice of Returned Check	94
Request for Service Discontinuance & Membership Cancellation	95
Easement Denial Letter and Affidavit.....	96
Acknowledgement of Refusal	97
Release of Easement.....	98
Sanitary Control Easement.....	100
Equipment and Line Dedication Agreement.....	103
Notice of Disconnection.....	104
Membership Termination and Liquidation Notice	105
Sewer Billing Services for a Retail Public Utility Provided by a Nonprofit Water Supply Corporation	106
Agreement to Disconnect Water Service for Nonpayment of Wastewater Service	111
Dedication, Bill of Sale, and Assignment (Developer Form).....	114
Applicant's Notice of Insufficient Information of a Temporary/Improperly Transferred Service.....	116
Dedication, Bill Of Sale, and Assignment (Individual Service Form).....	117
Customer Service Inspection Certification (TCEQ).....	119
Section K. Miscellaneous.....	121
Tariff Filing Requirements & Instructions	122
Sample Letter to PUC	123
Notice of Rate Increase	124
Calculation of the Average Net Equity Buy In Fee of a Sample Utility	125
TRWA Recommended 5/8" X 3/4" Meter Equivalents Based on AWWA Specifications and Design Criteria	126
Voluntary Contributions on Behalf of Emergency Services	127
Sample Notice to Customers for Voluntary Contributions on Behalf of Emergency Services.....	128
Sample Language for Billing Card for Notice to Customers for Voluntary Contributions on Behalf of Emergency Services	128
Sample Groundwater Rights Deed.....	129

SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF YANCEY WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Yancey Water Supply Corporation, serving in Medina and Frio Counties consisting of Sections A. through I. and forms inclusive, is revised and enacted as the current regulations and policies effective as of **September 12, 2023**.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The revision of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The original copy, as approved, and all previous copies shall be maintained at the office of the Corporation.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance in Open Meeting in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this **12th** day of **September, 2023**.

President, Yancey Water Supply Corporation

ATTEST:

Secretary, Yancey Water Supply Corporation

SECTION B. STATEMENTS

1. **Organization.** The Yancey Water Supply Corporation (“Corporation”) is a member-owned, nonprofit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled nonprofit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water and or sewer services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation’s office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by YWSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, or assign specific refill hydrants/valves due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Nonstandard Service Contract as provided for in Section E, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, the Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Yancey, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act and other applicable law. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer’s address, telephone number, account records, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, an individual customer may request in writing that this information be released upon request. The

Corporation shall give its applicants and customers notice of their right to request disclosure of this information under this policy. The confidentiality provision in Chapter 182, Subchapter B of the Texas Utilities Code does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members.

8. **Customer Notice of Rate Change.** The Corporation will give written notice of rate changes by mail or hand delivery or by email or the Corporation's website, if applicable, to all customers at least 30 days prior to the effective date of the new rate. The notice will contain the old rates, new rates, effective date of the new rate, meaning the first date of the applicable billing cycle where the new rate will take effect, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. **Grievance Procedures.** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
 - a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
 - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
 - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
 - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
10. **Customer Service Inspections.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some nonstandard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 4.)
11. **Submetering Responsibility.** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution or sewer collection system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.

NOTE: This note is meant to be internal. You can use this to assist you with implementing the Tariff, but this section should not be included in the Tariff draft itself. The system should check with the Master Metered Account Customer to:

See if they have registered with the PUC, (Texas Water Code Chapter 13 Subchapter M.)

See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the PUC to be a separate Public Water System and will be required to comply with all PUC regulations.

Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the PUC. (Texas Water Code Section 13.252 and 16 TAC Section 24.255)

12. ***Prohibition Against the Resale of Water.*** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

SECTION C. DEFINITIONS

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Yancey Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code)

Base Rate – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in Section G.

Board of Directors – The governing body elected by the Members of the Yancey Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bylaws – The rules pertaining to the governing of the Yancey Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Texas Business Organizations Code)

Certificate(s) of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for the Yancey Water Supply Corporation to provide water and/or sewer utility service within a defined territory. The Corporation has been issued Certificate Number(s) 11463. Territory defined in the CCN shall be the Certificated Service Area. (See Section D, Certificated Service Area Map(s))

Corporation – The Yancey Water Supply Corporation.

Debt Owed to Corporation – All debts accrued by an individual customer that shall include but not be limited to past due bills from the current or other/former service location(s) of the customer, deferred payment agreements, fees and penalties incurred in accordance with this Tariff, disconnect/reconnect fees, Yancey Water Supply Corporation assessments, and any other monetary amount accrued and owed to the Corporation.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two water or sewer service connections on a single contiguous tract of land [as defined in Section 13.2502 (e)(1) of the Texas Water Code].

Disconnection of Service – The discontinuance of water or sewer service by the Corporation to a Member/Customer.

Easement – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The easement will be filed in the real property records of the appropriate county or counties.

Equity Buy-In Fee – Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporations

assets related to capacity that have been made previously by existing Members. This fee shall be calculated annually after receipt of the system audit and assessed prior to providing (or reserving service for nonstandard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (See Section G. 7., also See Section K, Calculation of Average Net Equity Buy in Fee)

Extreme Weather Emergency – a period beginning when the previous day’s highest temperature recorded for the Corporation’s service area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An extreme weather emergency is over on the second business day the temperature exceeds 28 degrees Fahrenheit [as defined in 16 TAC 24.173(b)(2)].

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Yancey Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition – A condition that jeopardizes the health and welfare of the Members/Customers of the Corporation as determined by the Corporation or regulatory authority.

Indication of Interest Fee – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 05/17))

Installation Fee - A fee charged for all costs necessary for installation of the type of service requested. (See Section G. for breakdown of costs included in the fee.)

Liquidated Membership – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff. (See Section E.19 e.)

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply or sewer service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water or sewer utility service from the corporation. An applicant must be qualified for service and must have been certified as a member in accordance with the Corporation’s Tariff before service will be activated. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d))

Membership – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member’s interest in the Corporation. (See Tariff Section E.19 and Texas Business Organizations Code Sections 22.151(c)).

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation

assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate.

Meter Test Fee - A fee assessed by the Yancey Water Supply Corporation upon written request of the Member for testing the accuracy of the meter.

Public Utility Commission (PUC) – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Nonprofit Water and Sewer Service Corporations

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

Rural Utilities Service (RUS) – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

Renter – A customer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section E. 18.)

Re-Service – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E. 1. b., and Section J Miscellaneous Request for Service Discontinuance & Membership Cancellation)

Seasonal Reconnect Fee – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

Service Application and Agreement – A written agreement between the Member/Applicant and Yancey Water Supply Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section F. 3. (c), F. 4., and G. 26).

Service Trip Fee - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Yancey Water Supply Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.

Service Unit – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. Sewer facilities are designed, and rates are based on the basis of population served or demand. (See Tariff Section G. 7 and G. 14.)

Subdivide – To divide the surface area of land into lots or tracts.

Subdivider or Person who Subdivides Land– An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business.

Subdivision – An area of land that has been subdivided into lots or tracts.

Tap fee – all current labor and materials necessary to provide individual metered water or wastewater service.

Tariff– The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State Office of the PUC.

Temporary Service – The classification assigned to an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E. 25, E. 26, E. 27, and E. 28 are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Nonprofit Water and Sewer Service Corporations.

Transfer Fee - A fee assessed by the Corporation for costs associated with transferring membership. (See Tariff Section E. 19. c., Section G. 28 and Texas Water Code Section 67.016)

Transferee – An Applicant receiving a Yancey WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 19. c., Section G. 28 and Texas Water Code Section 67.016)

Transferor – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)

Usage – Amount billed for water or sewer service based on actual or estimated usage.

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member’s historical average usage for the prior month or for the same month of the prior year where date is available. (See Section E.5.b.; See also PUC Rules 16 TAC §24.165(i) regarding estimated bills.)

Water Conservation Penalty – A penalty that may be assessed under Section H of this Tariff to enforce customer/member water conservation practices during drought contingency or emergency water demand circumstances. (See Texas Water Code Section 67.011 (b) and Section H. 7.)

SECTION D. GEOGRAPHIC AREA SERVED

This section should include an area map showing the Corporation's water and/or wastewater certificated service area. Therefore, the Corporation must make sure that its current service area(s) correspond to the area and/or facilities as approved by the PUC in its Certificate(s) of Convenience and Necessity. **It is the responsibility of the Corporation to properly file a map(s) showing its service area with the PUC and to file for any changes in that service area. This copy of the Commission's official service map(s) will serve as documentation in the event of future disputes over service areas.**

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide (Water and/or Sewer) Service Under Texas Water Code
and Public Utility Commission Substantive Rules

Certificate No. 11463

I. Certificate Holder:

Name: Yancey Water Supply Corporation
Address: P O Box 127
150 County Rd 743
Yancey, TX 78886

II. General Description and Location of Service Area:

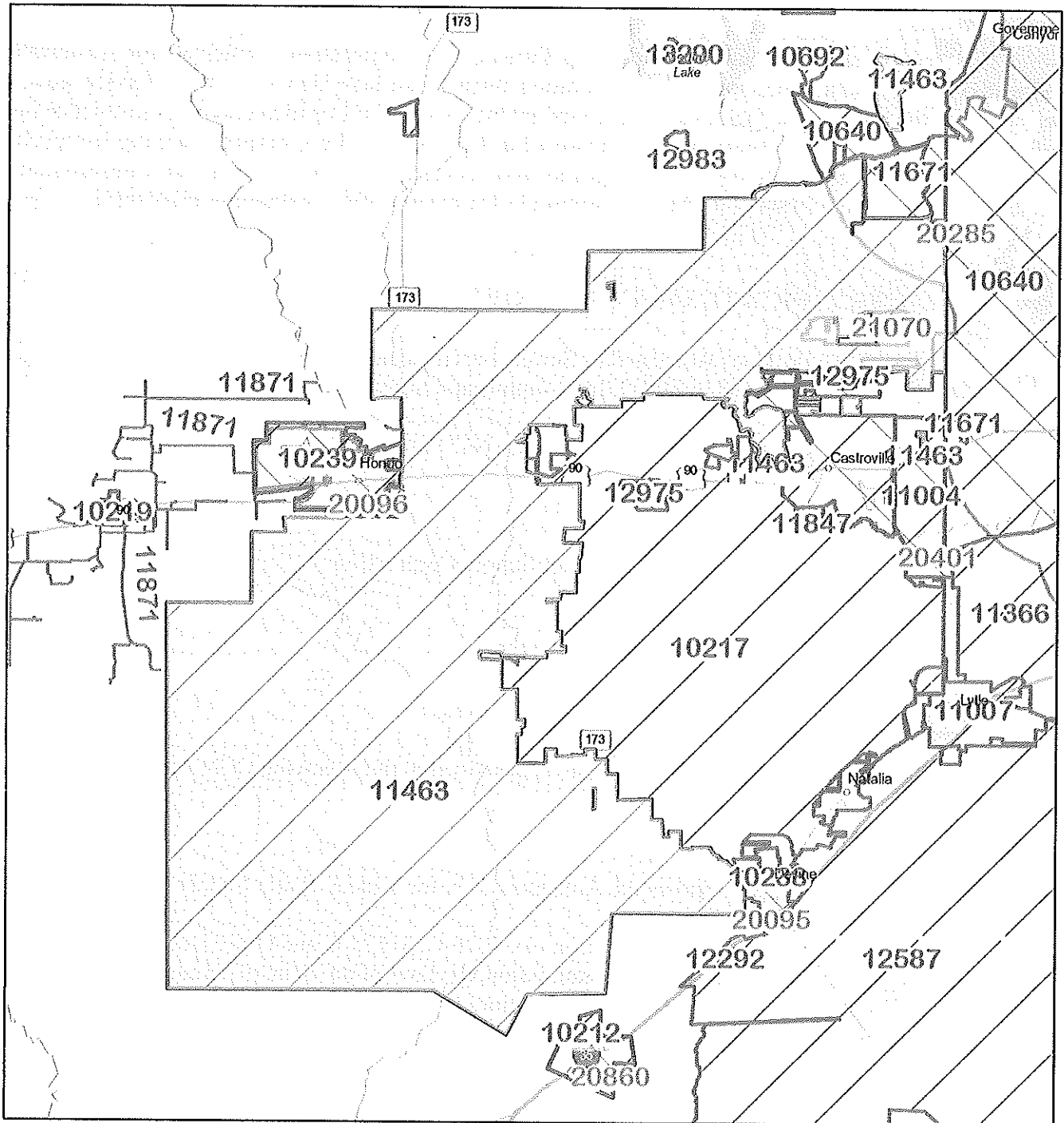
The area covered by this certificate is described in the following CCN Amendment Order

III. Certificate Maps:



The following Map shows the Amended CCN for Yancey Water Supply Corporation

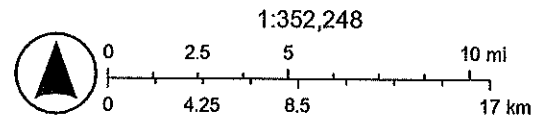
This certificate is issued under Application No. 9076-C, 31134-C and Order Docket No. 49272, subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

MAP OF CCN AREA ArcGIS Web Map



9/11/2024, 8:43:44 AM

- Water CCN Facility Lines
-  Water CCN Service Areas
-  Sewer CCN Service Areas



Medina County 911 ECD, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

SECTION E. SERVICE RULES AND REGULATIONS

1. **Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:
 - a. **New Tap** – The Yancey Water Supply Corporation shall charge a nonrefundable service installation fee as required under Section G. of this tariff. The service installation fee shall be quoted in writing to the applicant. Any debt owed to the Corporation and all fees shall be paid, or a deferred payment contract signed in advance of installation. (16 TAC 24.163(a)(1)(A))
 - b. **Re-Service** – On property where service previously existed, the Yancey Water Supply Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Yancey Water Supply Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
 - c. **Performance of Work** – All tap and equipment installations specified by the corporation shall be completed by the corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed after requirements for service have been met. This time may be extended for installation of equipment for Nonstandard Service Request. (16 TAC 24.161(a)(4), See Section F.)
 - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Yancey Water Supply Corporation. (30 TAC 290.46(i); Section I. Service Application and Agreement)
2. **Activation of Nonstandard Service.** Activation of Nonstandard Service shall be conducted as prescribed by terms of Section F. of this Tariff.
3. **Applicant's or Transferee's Recourse.** In the event the Yancey Water Supply Corporation refuses to serve an Applicant under the provisions of these rules, the corporation must notify the applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
4. **Back-billing.** If a Member is undercharged, the Yancey Water Supply Corporation may back-bill the Member. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.165(h)). The utility may offer a deferred payment plan option.

5. *Bill Adjustment.*

Leak Adjustment Policy

- a. Due to Meter Error - The Corporation shall test any Member's meter upon written request of the member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G. of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Section J. Miscellaneous Transaction Forms.)
- b. Due to Estimated Billing - If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 20. a.)
- c. Yancey Water Supply Corporation may adjust abnormally high water bills resulting from leaks on the member's side of the meter. To qualify for an adjustment under this Policy;
 - 1) Water usage must be at least five (5) times above the average historical usage. Average historical usage is defined as the average consumption for the prior twelve (12) months.
 - 2) Any request for adjustments must be in writing and received by Yancey Water Supply Corporation within fourteen (14) days of billing date. No adjustments will be considered if Yancey Water Supply Corporation has not received a written request after fourteen (14) days of billing date.
 - 3) Water leak adjustments will be applied to one (1) billing cycle only.
 - 4) Water leak adjustments are limited to one (1) per account per three (3) year period.
 - 5) Must send to Yancey Water Supply Corporation proof that you had a water leak. It can be photo, receipt, invoice from the plumber it needs to be time stamp within the 14 days from the leak loss request.

Yancey Water Supply Corporation will calculate approved leak adjustments as follow:

- 1) Monthly minimum plus the average usage will be billed at the current tier billing rate.

If the member is unable to pay the balance due by the due date the member must sign a deferred agreement and will have the option to pay the balance within six (6) months. No more than six (6) months will be considered without General Manager approval.

6. **Billing Cycle Changes.** The Yancey Water Supply Corporation reserves the right to change its billing cycles if the workload requires such practice. After the billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.
7. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (See Section E, 11. a.)
8. **Charge Distribution and Payment Application.**
 - a. The Base Rate is for the billing period from the first day of the month to the last day of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the last of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
 - b. Gallonage Charge shall be billed at the rate specified in Section G. and billing shall be calculated per gallon. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Yancey Water Supply Corporation's employees or designated representatives.
 - c. Posting of Payments: All payments shall be posted against previous balances and late fees prior to posting against current billings.
 - d. Forms of Payment: The Yancey Water Supply Corporation will accept the following forms of payment: personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation will assess the credit card processing fee associated with credit card payments to those customers that make payment by credit card in accordance with consumer laws.
9. **Deferred Payment Agreement.** The Yancey Water Supply Corporation may offer a written deferred payment schedule to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. (See Section J. Miscellaneous Transaction Forms). The Corporation must offer a deferred payment schedule for bills due during an Extreme Weather Emergency for at least 30 days from the date an Extreme Weather Emergency ends. The Member or rental tenant must accept the deferred payment schedule within fourteen (14) days from receipt of the written deferred payment schedule from the Corporation. The failure to make required and timely payments as provided in any deferred payment schedule will void that agreement and member will be placed on the lock list. The Corporation may consider another deferred payment schedule provided

payments will be made by automatic bank draft or credit/debit card. Nonpayment of any amount under an additional deferred payment schedule will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid.

10. Denial of Service. The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
- h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code; and
- i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 19.)

11. Disconnection of Service Rules. The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, the Yancey Water Supply Corporation has the option to disconnect the sewer tap or take other appropriate actions.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the

following reasons after proper notification has been given.

- 1) Returned Checks – The Corporation shall mail, via the U.S. Postal Service, or emailed a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by money order, or certified check or credit card. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a “cash-only” basis for a period of 12 months. **NOTE: “cash only,” means certified check, money order, credit card.**
- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.10. i., or failure to comply with the terms of a deferred payment agreement (See Section J. Miscellaneous Transaction Forms);
- 3) Violation of the Corporation’s rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- 4) Failure of the Member to comply with the terms of the Corporation’s Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
- 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
- 8) Failure to pay for sewer utility service or solid waste service provided by **Utility Companies** pursuant to the Corporation’s Agreement with the **Utility Companies**. (See Miscellaneous Transaction Forms for sewer utility service agreement: 16 TAC 24.167(e), 24.165(g); Texas Water Code 13.147, 13.250(b)(2)).
- 9) Cancellation of membership by Member on an account that the Member holds for water/sewer service to the Member’s renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. **The cancellation of**

membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.

- 10) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
 - 11) Failure to pay charges arising from service trip fee as defined in Section G. 27., meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
 - 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
 - 13) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E. 24 of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.
- b. **Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
 - 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide

- the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
- 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
 - 4) In instances of tampering with the Corporation's meter/sewer tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service.
- c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:
- 1) Failure of the Member to pay for merchandise or charges for nonutility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of nonutility service as a condition of service;
 - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E. 14. of this Tariff.
 - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
 - 7) Failure of the Member to pay a bill due during an Extreme Weather Emergency if the Member has requested, accepted, and is in compliance with the terms of a deferred payment schedule under Section F. 9. of this Tariff. (16 TAC 24.173)
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Yancey Water Supply Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to ¶76

delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms).

- g. **Disconnection of Master-Metered Accounts and Nonstandard Sewer Services** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
- 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.
- i. **Seasonal Disconnection** – A member may, in a written request, voluntarily suspend service for a period not exceeding nine months within a twelve-month period. If service is re-established before the end of the ninth month, the member will be assessed a Seasonal Reconnect Fee. If service is not reestablished after the ninth month, then service may be reestablished in accordance with the reservice requirements set forth in of Section E.1.b, this Tariff.

12. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

13. Due Dates, Delinquent Bills, and Service Disconnection Date.

- a. The Corporation shall mail all bills on or about the last of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable the first of the month and are past due beyond the date indicated

on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 15-day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Yancey Water Supply Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a “stop payment order” issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

14. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

15. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation’s rules pertaining to operation of nonstandard equipment of

unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service; and
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

16. *Line Extension Reimbursement.* An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Miscellaneous Transaction Forms)

17. *Master Metered Account Regulations.* An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a “master metered account” and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or nonstandard sewer service to these facilities at an Applicant’s request. (16 TAC (24.281(e)(1))).

18. *Members and Renters.* Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due to the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Yancey Water Supply Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

19. *Membership.*

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Yancey Water Supply Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation’s water/sewer utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation’s Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) **NOTE (1): In the event that the**

Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C Definitions, E. 26., G. 4. and Section J. CSI Certificate)

- c. **Transfers of Membership.** – (Texas Water Code Section 67.016)
- 1) A Member or executor of estate (court order or other legal instrument) is entitled to transfer Membership in the Corporation only under the following circumstances:
 - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - (c) The Membership is transferred without compensation or by sale to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
 - 2) In the event that Membership is transferred pursuant to the provisions of Subsection 19. c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19. c. (3) of this Section.
 - 3) Qualifications for service upon transfer of Membership set forth in Subsection 19. c. (1) of this and 19. c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
 - (a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
 - (b) The membership has not been fully or partially liquidated; and
 - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
 - 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10⁸⁰

additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the direction of the manager or board.

- d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Yancey Water Supply Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member’s Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Section E 1. of this Tariff. (Texas Water Code Section 67.016)
- e. **Liquidation Due to Delinquency** –When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Yancey Water Supply Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor’s Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (See Tariff Section E, Subsection 11. a.). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Subsection E. 1. b. of this Tariff.
- f. **Cancellation Due to Policy Noncompliance** – The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Yancey Water Supply Corporation, including but not limited to Member’s failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership.**
- 1) The Yancey Water Supply Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation’s current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
 - 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation’s current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property

management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.

- h. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Subsection E. 19. d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Yancey Water Supply Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Yancey Water Supply Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E. 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- j. **Cancellation and Re-Assignment of Membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy)** – The Yancey Water Supply Corporation shall transfer the membership to a spouse (or joint tenant) or heir who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) or heir requesting transfer, such as final divorce decree, temporary court order, probate decree, affidavit of heirship, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

20. *Member's Responsibility.*

- a. The Member shall provide access to the meter or sewer tap location as per the easement and service agreement. If access to the meter is hindered or denied, preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not

limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.

- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)
 - 2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or nonresidential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. The service pipeline must be installed from the meter to the place of consumption and the Member is required to keep the service pipeline in good repair. The Member's responsibility shall begin at the discharge side of the meter. (30 TAC 290.46; 16 TAC 24.163(a); RUS-TX Bulletin 1780-9 (Rev. 05/17))
 - 3) All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be water tight and pipe must be installed to recommended grade. All non-household sewer customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping. A double cleanout is required at the property line and recommended at the house. The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.

Requirements for Traps:

- (a) Discharges requiring a trap include but are not limited to:
 - (1) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
 - (2) oil, flammable wastes;
 - (3) sand, and other harmful ingredients.
- (b) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:
 - (1) Provide equipment and facilities of a type and capacity approved by the approving authority;
 - (2) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
 - (3) maintain the trap in effective operating condition.
- (c) Approving Authority Review and Approval (By the Board of Directors or

Agency):

- (1) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
- (2) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
- (3) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

- c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
- d. The Corporation's ownership and maintenance responsibility of water supply and metering and sewer equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e. The Yancey Water Supply Corporation shall require each Member to have a cut-off valve located outside of the meter box and within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
- f. The member is required to notify the system 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

21. Meter Relocation. Relocation of services shall be allowed by the Yancey Water Supply Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation; and
- c. The Member pays the actual cost of removing and relocation of the meter tap plus administrative fees.

22. Meter Tampering and Damage to Property.

- a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
 - 1) Removing a locking or shut-off device used by the Corporation to discontinue service;
 - 2) physically disorienting the meter or sewer tap;
 - 3) attaching objects to the meter or sewer tap to divert service or to by-pass;

- 4) inserting objects into the meter or sewer tap;
- 5) other electrical and mechanical means of tampering with, by-passing, or diverting service;
- 6) connection or reconnection of service without Corporation authorization;
- 8) connection into the service line of adjacent customers of the Corporation; and
- 8) preventing the supply or wastewater discharge from being correctly registered by a metering device or sewer tap due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering is on the Corporation. Law enforcement reports, photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03, 12.21 and 12.22.

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Subsection E.11.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

Note: For purposes of this section, "offending party" means the person who committed the Tampering or damaged the property.

23. Ownership of equipment. All water meters and equipment and materials required to provide water or wastewater service to the point of customer connection; water meter or service tap, is the property of the Yancey Water Supply Corporation upon installation, and shall be maintained by the water system only.

24. Prohibition of Multiple Connections to A Single Tap.

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per each meter or sewer tap. The Yancey Water Supply Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap (See Subsection E. 17.). If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph E. 11. b. (30 TAC 290.44; See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17)).
- b. For purposes of this section, the following definitions shall apply:

- 1) A “multiple connection” is the connection to any portion of a member’s water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
 - 2) A “primary delivery point” shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
 - 3) “Residential” or “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.
 - 4) “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
 - 5) “Industrial” facility shall mean any structure or combination of structures at which the manufacture or processing of any product, commodity or article is performed. An industrial activity conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate industrial facility.
- c. The Yancey Water Supply Corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured, and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that the water service will be cut off in ten days if the situation is not corrected.

25. Requirements for Mandatory Sewer Connection. – [Optional: does not apply to EDAP Funded Recipients.] Effective September 12, 2023, the installation of any private on-site wastewater treatment or holding facility on property within the Yancey Water Supply Corporation’s certificated service area which is less than 300 feet (measured from boundary line of the property to the nearest point of the Corporation’s wastewater collection system along a public-right-of-way or utility easement) is prohibited and service to any such property will be provided by the Corporation. (Note: This does not apply to any person who has installed an on-site wastewater

holding or treatment facility if that on-site facility was installed prior to construction and operation of the Corporation's wastewater collection system within 300 feet of the property or prior to the effective date stated herein.) Any costs for connection to the Corporation's wastewater collection system in excess of the standard costs required under Section G must be paid for by the wastewater service applicant. The Corporation must review and approve plans and specifications for any connection prior to construction (Texas Water Code Section 49.234).

26. Service Entitlement. The Applicant(s) shall be considered qualified and entitled to water and/or sewer utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.161(a))

27. Service Location and Classification. For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service at each service connection provided by the Corporation. Service shall be through a meter or sewer tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:

- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required, and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines or 4" gravity sewer taps, pressure collection facilities installed or connected to collection lines no more than five feet in depth.
- b. **Nonstandard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 2. of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F. of this Tariff shall be required of the Nonstandard Service Applicant prior to providing service.

28. Service Requirements. The Yancey Water Supply Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to this or any other account the applicant(s) may have used in the past or currently. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))

- a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 05/17), 30 TAC 290.47 Appendix B.) **NOTE: This requirement may be delayed for Nonstandard Service requests.**
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Yancey Water Supply Corporation. Proof of ownership

shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A).

- c. On the request by the property owner or owner's authorized agent, the Yancey Water Supply Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of master meter installations, as provided in Section G. The cost of master meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water/sewer service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
- d. Notice of application approval and costs of service determined by the Yancey Water Supply Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (16 TAC 24.153 (a)(1)).
- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Yancey Water Supply Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easement(s) required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement or easements for the Corporation's system-wide service. (See Miscellaneous Transaction Forms.)
- f. The Yancey Water Supply Corporation shall post on its website or provide to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form. *See* Section J, Miscellaneous Transaction Forms. *See also*, Texas Utilities Code Section 182.052(c).

Note to utilities: if the form is posted on the website, the utility must provide customers with a way to return the form either by mail or electronically.

SECTION F. DEVELOPER, SUBDIVISION AND NONSTANDARD SERVICE REQUIREMENTS

Part I. General Requirements. This section details the requirements for all types of nonstandard service requests.

1. **Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Nonstandard Service are determined, including the Nonstandard Service Applicant's and the Corporation's respective costs.

For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Nonstandard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Nonstandard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Nonstandard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Nonstandard Service on behalf of such owner, or that it otherwise has authority to request Nonstandard Service for the real property.

2. **Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of nonstandard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding ____ feet. Nonresidential or residential service applications requiring a larger sized meter typically will be considered nonstandard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Nonstandard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

This Section sets forth the general terms and conditions pursuant to which the Corporation will process Nonstandard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide nonstandard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

3. **Nonstandard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Nonstandard Service Contract by the Corporation:
 - a. The Applicant shall provide the Corporation a completed Nonstandard Service Application (See Section I. this Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
 - b. A final plat (See Section C.) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other

service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.

- c. A Nonstandard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G, for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.
- d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
 - 1) The service location is not in an area receiving similar service from another retail Corporation;
 - 2) The service location is not within another retail Corporation's CCN; and
 - 3) The Corporation's CCN shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).
4. **Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Nonstandard Service Contract in accordance with the following schedule:
 - a. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
 - b. The engineer's fees shall be paid out of the Nonstandard Service Investigation Fee under Section F. 3.
 - c. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.

- d. The Corporation's engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.
- e. The Corporation's engineer will determine the fire flow design for any nonstandard service request, including new subdivisions, based on density, type of structure, and other factors.

5. ***Nonstandard Service Contract.*** Applicants requesting Nonstandard Service may be required to execute a written contract, drawn up by the Corporation's Attorney (See Section I, Sample Forms), in addition to submitting the Corporation's Nonstandard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
- d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- e. Terms by which the Corporation shall administer the Applicant's project with respect to:
 - (1) Design of the Applicant's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the Service Contract;
 - (4) Selection of a qualified bidder for construction;
 - (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - (6) Inspecting construction of facilities; and
 - (7) Testing facilities and closing the project.
- f. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- g. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

- h. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

6. ***Construction of Facilities by Applicant Prior to Execution of Service Contract.*** The Corporation and the Applicant must execute a Nonstandard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

7. ***Dedication of Water System Extension/Improvements to Corporation.***

- a. Upon proper completion of construction of all on-site and off-site service facilities (the "Facilities") to meet the level and manner of service requested by the Applicant, the Facilities shall become the property of the YWSC. The Facilities shall thereafter be owned and maintained by YWSC subject to the warranties required of Applicant under Subsection b. Any connection of individual customers to the Facilities shall be made by the YWSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

8. ***Property and Right-of-Way Acquisition.*** With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet)
- b. No facilities shall be constructed in the public right-of-way without prior written consent of the Corporation. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, if authorized by the Corporation, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.

d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

9. **Bids for Construction.** The Corporation's consulting engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;
- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

10. **Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Nonstandard Service Contract.

11. **Construction.**

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

PART II. Request for Service to Subdivided Property

This section contains additional requirements for applicants that are developers as defined in Section C Definitions.

1. ***Sufficient Information.*** Applicants shall provide the corporation with sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.
 - a. Completion of requirements described in Section F. Part I., including completing the Nonstandard Service Application.
 - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
 - c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.

2. ***Service within Subdivisions.*** The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for nonstandard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section. If the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Nonstandard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.
 - a. The Applicant must provide the following in addition to all other information otherwise required by this Section:
 - (1) Map and legal description of the area to be served using map criteria in 16 TAC 24.233(a)(2) (A-G).
 - (2) Time frame for:
 - (a) Initiation of service
 - (b) Service to each additional or projected phase following the initial service
 - (3) Detailed description of the nature and scope of the project/development for:
 - (a) Initial needs
 - (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase

- (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity
 - (5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
 - (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
 - (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.
- b. Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.233(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:
- (1) The proposed improvements to be constructed by the Applicant;
 - (2) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
 - (3) The intended land use of the development, including detailed information concerning the types of land uses proposed;
 - (4) The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
 - (5) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
 - (6) A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- c. Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.
- d. Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's

governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

- e. In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.
 - f. By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.
3. ***Final approval.*** Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Nonstandard Service Contract.

SECTION G. RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as stated shall be nonrefundable.

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a “per meter” fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a “pass through” charge to the customer.
2. ***Assessments.*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)
3. ***Customer History Report Fee.*** A fee shall be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.
4. ***Customer Service Inspection Fee.*** A fee will be assessed each Applicant before permanent continuous service is provided to new construction.
5. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See Section E, 28.; Section F, 8. b.))
6. ***Equipment Damage Fee.***
 - a. If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation’s facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation’s equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

- b. If the Corporation's facilities or equipment have been damaged in any respect due to excavation, digging, or any other activity that damages Corporation water lines and facilities, a fee shall be charged equal to the actual costs for all labor, water loss, materials and equipment necessary for repair or replacement of the Corporation's water lines and facilities. In addition to the fee for the costs of all labor, materials, and equipment, an automatic penalty of six (6) times the then-applicable base rate shall also be assessed, and shall apply upon each occurrence of a violation of this section. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Tariff. A penalty under this section is concurrent with and in addition to a penalty or fee incurred under any other provision in this Tariff.
7. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production.
8. **Groundwater District Production Fee.** Fees will be charged per water used by each Member. These fees are collected to pay the annual fees charged to the Corporation by **Edwards Aquifer Authority and Texas Commission on Environmental Quality** based on water pumped from the Corporation's wells located within the boundaries of the service areas.
9. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.
10. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
- a. **Standard Service** shall include all:
- 1) Tap fee – all current labor and materials necessary to provide individual metered water or wastewater service.
 - 2) Engineering fee.
 - 3) Legal fee.
 - 4) Customer service inspection fee.
 - 5) Administrative costs.
 - 6) Any additional site-specific equipment or appurtenances necessary to provide water or wastewater service.

Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

- b. **Nonstandard Service** shall include:
- 1) Facility improvement costs including, but not limited to, tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by Water Code and as requested by the applicant;
 - 2) line and facility inspection fees;
 - 3) administrative costs including, but not limited to, contract administration costs, processing

- invoices, disbursement of checks to contractors;
- 4) legal fees, including but not limited to, contract development, easements, water rights, permits, and CCN amendments for the area;
- 5) engineering fees; and
- 6) any additional site-specific equipment or appurtenances necessary to provide water or wastewater service as determined by the Corporation under the terms of Section F. of this Tariff (includes tap fees).

c. **Standard and Nonstandard Service Installations** shall include all costs of any pipeline relocations as per Section E. 28. e. of this Tariff.

11. **Late Payment Fee.** Once per billing period, a penalty shall be applied to delinquent bills.

NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Section E. 13.)

12. **Line Extension Reimbursement Fee.** – An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Yancey Water Supply Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.

13. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

- a. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence.

14. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for “Tampering” as defined in Section E. 22. The penalty may only be assessed against the person who committed the Tampering. The penalty shall not exceed six (6) times the Base Rate and is assessed in addition to the actual cost of the damages and repairs. A penalty under this section is concurrent and in addition to a penalty or fee incurred under any other provision in this Tariff.

15. **Monthly Charges.**

a. **Base Rate**

- 1) Water Service - The monthly charge for standard metered water service is for a 5/8" X 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger nonstandard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

<u>Meter Size</u>	<u>5/8" x 3/4" Meter Equivalents</u>	<u>Monthly Rate</u>
-------------------	--------------------------------------	---------------------

5/8" x 3/4"	1.0	\$30.00
3/4"	1.5	\$45.00
1"	2.5	\$ 75.00
1 1/2"	5.0	\$150.00
2"	8.0	\$240.00
3"	15.0	\$450.00
3" CMPD	16.0	\$480.00
4" CMPD	25.0	\$750.00

2) Sewer Service - The monthly charge for standard sewer service on a per tap basis.

- b. **Gallage Charge** - In addition to the Base Rate, a gallage charge shall be added at the following rates for usage during any one (1) billing period.

(1) Water - Drought Restrictions I – V

Stage I (Regular)

Zero to 2,000 gals.....	\$2.20 / 1,000 gals
2,001 to 5,000 gals.....	\$2.65 / 1,000 gals
5,001 to 10,000 gals.....	\$3.35 / 1,000 gals
10,001 to 15,000 gals.....	\$3.85 / 1,000 gals
15,001 to 20,000 gals.....	\$4.35 / 1,000 gals
20,001 to 25,000 gals.....	\$4.85 / 1,000 gals
25,001 to 30,000 gals.....	\$5.35 / 1,000 gals
30,001 to 35,000 gals.....	\$5.85 / 1,000 gals
35,001 to 40,000 gals.....	\$6.35 / 1,000 gals
40,001 to 45,000 gals.....	\$6.85 / 1,000 gals
45,001 plus	\$7.35 / 1,000 gals

Stage II

Zero to 2,000 gals.....	\$2.20 / 1,000 gals
2,001 to 5,000 gals.....	\$2.65 / 1,000 gals
5,001 to 10,000 gals.....	\$3.35 / 1,000 gals
10,001 to 15,000 gals.....	\$3.85 / 1,000 gals
15,001 to 20,000 gals.....	\$4.35 / 1,000 gals
20,001 to 25,000 gals.....	\$5.85 / 1,000 gals
25,001 to 30,000 gals.....	\$6.35 / 1,000 gals
30,001 to 40,000 gals.....	\$7.35 / 1,000 gals
40,001 to 50,000 gals.....	\$8.10 / 1,000 gals
50,001 to 60,000 gals.....	\$8.60 / 1,000 gals
60,001 plus	\$9.10 / 1,000 gals

Stage III

Zero to 2,000 gals.....	\$2.20 / 1,000 gals
2,001 to 5,000 gals.....	\$2.65 / 1,000 gals
5,001 to 10,000 gals.....	\$3.35 / 1,000 gals
10,001 to 15,000 gals.....	\$3.85 / 1,000 gals
15,001 to 20,000 gals.....	\$4.35 / 1,000 gals
20,001 to 25,000 gals.....	\$5.85 / 1,000 gals
25,001 to 30,000 gals.....	\$6.35 / 1,000 gals
30,001 to 40,000 gals.....	\$7.35 / 1,000 gals
40,001 to 50,000 gals.....	\$8.10 / 1,000 gals
50,001 to 60,000 gals.....	\$9.60 / 1,000 gals
60,001 plus	\$10.10 / 1,000 gals

Stage IV

Zero to 2,000 gals.....	\$2.20 / 1,000 gals
2,001 to 5,000 gals.....	\$2.65 / 1,000 gals
5,001 to 10,000 gals.....	\$3.35 / 1,000 gals
10,001 to 15,000 gals.....	\$6.16 / 1,000 gals
15,001 to 20,000 gals.....	\$6.96 / 1,000 gals
20,001 to 25,000 gals.....	\$9.36 / 1,000 gals
25,001 to 30,000 gals.....	\$10.16 / 1,000 gals
30,001 to 40,000 gals.....	\$11.76 / 1,000 gals
40,001 to 50,000 gals.....	\$12.96 / 1,000 gals
50,001 to 60,000 gals.....	\$16.16 / 1,000 gals
60,001 plus	\$16.96 / 1,000 gals

Stage V

Zero to 2,000 gals.....	\$2.20 / 1,000 gals
2,001 to 5,000 gals.....	\$2.65 / 1,000 gals
5,001 to 10,000 gals.....	\$3.35 / 1,000 gals
10,001 to 15,000 gals.....	\$6.93 / 1,000 gals
15,001 to 20,000 gals.....	\$7.83 / 1,000 gals
20,001 to 25,000 gals.....	\$10.53 / 1,000 gals
25,001 to 30,000 gals.....	\$11.43 / 1,000 gals
30,001 to 40,000 gals.....	\$13.23 / 1,000 gals
40,001 to 50,000 gals.....	\$14.58 / 1,000 gals
50,001 to 60,000 gals.....	\$18.18 / 1,000 gals
60,001 plus	\$19.08 / 1,000 gals

- 1) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 16. Monthly Charges of this Tariff. 30 TAC 291.76(d)
- 16. Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J) Under the terms of Section E. of this Tariff, the charge from the testing company shall be imposed on the affected account.
- 17. Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member, or the general public shall be charged to the recipient based on the cost of providing such service.
- 18. Reconnect Fee.** The Corporation shall charge a fee for reconnecting service after the Corporation has previously disconnected the service during business hours. If reconnecting is done after business hours there will be an additional fee. For any reason provided for in this Tariff except for activation of service under Section E. 1. b. Re-Service.
- 19. Regulatory Assessment.** A fee of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017)**
- 20. Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person,

firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or nonnegotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge. (See Miscellaneous Transaction Forms)

- 21. *Seasonal Reconnect Fee.*** The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
- 22. *Service Investigation Fee.*** The Yancey Water Supply Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
- a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant.
 - b. All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:
 - (1) Provide cost estimates of the project;
 - (2) to present detailed plans and specifications as per final plat;
 - (3) to advertise and accept bids for the project;
 - (4) to present a Nonstandard Service Contract to the Applicant; and
 - (5) to provide other services as required by the Corporation for such investigation. A Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.5.)
- 23. *Service Trip Fee.*** The Corporation shall charge a trip fee for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge an additional per employee per hour for each additional hour required.
- 24. *Transfer Fee.*** A Fee shall be assessed for the transfer of any membership.
- 25. *Water Acquisition Charge.*** The Corporation shall charge all new applicants to acquire water by surrendering or purchasing water rights. Each charge is based on the 5/8" meter equivalent or service unit for which service has been requested. Each 5/8" meter equivalent shall have 3/4-acre foot of water. Periodically, the charge and acre foot per meter may be increased or decreased by the Board of Directors depending on current water rights cost.

SECTION H.
CONSERVATION COMMITTEE AND EMERGENCY
WATER DEMAND MANAGEMENT PLAN

1. Introduction

The goal of this plan is to cause a reduction in water use in response to emergency conditions so the water availability can be preserved. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate emergency water use reduction. This Plan will cause a reduction in water use by complying with the Critical Period Management Rules established by the Edwards Aquifer Authority.

A Conservation Committee /Emergency Management consisting of four Board Members and the Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the YWSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis every five years unless conditions necessitate more frequent amendments.

The plan will be implemented according to the five stages of water use restrictions as imposed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

2. Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In the adoption of this plan, the Board considered all comments from customers.

3. Trigger Conditions

The Conservation Committee Emergency Management is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

4. Stage Levels of Water Allocations

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 3. The System shall institute monitoring and enforce penalties for violations of the Conservation Committee

Emergency Management for each of the Stages listed below. The water allocation measures are summarized below.

- a. **Stage I - Mild Conditions**---- Aquifer level at or below 660 feet
 - b. No person may use metered water for landscape watering between the hours of 10:00 AM and 8:00 PM. This Subsection does not apply to non-potable water, gray water, or treated effluent.
 - c. No person may use metered water to wash an impervious outdoor ground covering such as driveway or sidewalk unless for health or safety reasons.
 - d. Restaurants and other eating establishments are prohibited from serving metered water to customers except upon request of the customer.
 - e. Every person who owns or has possession of a swimming pool must cover the pool with an effective evaporation cover or screen, or evaporation shields covering at least 25% of the surface of the pool, when the pool is not in active use. Active use includes necessary maintenance that requires removal of the cover, screen, or shields. A swimming pool is defined as any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.
 - f. No person may wash an automobile with metered water at a residence without the use of a hand-held hose with automatic shut-off nozzle or bucket of five (5) gallons or less.

- b. **Stage II - Moderate Conditions**---- Aquifer level at or below 650 feet
 - a. All of the prohibitions applicable in Stage I applies in Stage II.
 - b. No person may use metered water for landscape watering on more than two watering days in any calendar week, except that landscape watering is permitted on any day before 10:00 AM and after 8:00 PM by means of a bucket, handheld or soaker hose, or properly installed drip irrigation system.
 - c. Designated watering days are Tuesday and Thursday. Landscape watering is not allowed between 10 AM through 8 PM.
 - d. No person may use metered water for an ornamental outdoor fountain or similar feature, unless the water is recycled, and the only additional metered water used for the feature is to compensate for evaporative losses.
 - e. No person may wash an automobile with metered water.

- c. **Stage III - Severe Conditions**----Aquifer level at or below 640 feet
 - a. All of the prohibitions applicable in Stage I apply in Stage III.
 - b. No person may use metered water for landscape watering on more than one watering day in any calendar week, except that landscape watering is permitted to maintain shrubs, trees, and other ornamental plants, but not grass or turf, on any day before 10:00 AM and after 8:00 PM by means of a bucket, handheld or soaker hose, or properly installed drip irrigation system.
 - c. Designated watering day is Thursday. Landscape watering is not allowed between 10 AM through 8 PM.
 - d. No person may use metered water for an ornamental fountain or similar feature

d. Stage IV - Restrictions----Aquifer level at or below 640 feet

- a. All of the prohibitions applicable in Stage I and Stage III apply in Stage IV
- b. No person may use metered water to fill a new swimming pool or refill an existing swimming pool.

e. Stage V - Restrictions----Aquifer level at or below 625 feet

- a. All of the prohibitions applicable in Stage I, Stage II, Stage III, and Stage IV apply in Stage V.
- b. Prohibit residents from watering their lawns, washing cars or any other nonessential uses of water.
- c. You can use a 5 gallon bucket to water your garden.

NOTE:

- **Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.**
- **There may be additional restrictions imposed by Governmental Entities.**
- **Meters will be read as often as necessary to ensure compliance with this program for the benefit of all the customers.**

5. *Initiation and Termination Procedures*

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Conservation Committee/Emergency Management, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, will be posted on the website and written email notice will go to the customers.

Written notice will be posted on the website at www.yanceywater.com of the proposed water use restrictions, upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices. The customer notice shall contain the following information:

- a. The date water restriction shall begin;
- b. the stage (level) of water allocations to be employed;
- c. penalty for violations of the water allocation program; and
- d. affected area or areas.

A sample Customer Notice of Water Restrictions conditions is included in Miscellaneous Transaction Forms of this tariff.

If the water allocation program extends 30 days, then the Chairperson of the Conservation Committee /Emergency Management or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Notice will be posted on the website at www.yanceywater.com of the end of allocations. A water allocation period may not exceed 60 days without extension by action of the Board.

6. *Penalties for Violations*

- a. **First Violation** – The Corporation will assess a written notice by registered or certified mail of your specific violation and their need to comply with the tariff rules. The notice will show the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- b. **Second Violation** – The Corporation will assess a penalty of \$ 100.00. The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty to be assessed and inform the customer that failure to pay the penalty will result in termination of service. Reconnection will require payment of the penalty and a charge for the service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- c. **Third Violation** - The Corporation will assess a penalty of \$ 150.00. The notice of second violation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- d. **Fourth Violations** - The Corporation will assess an additional penalty of \$180.00 for violations continuing after the Second Violation. The notice of subsequent violation will show the amount of the penalty to be assessed and will inform the violator that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that the Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24-hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice. The notice of subsequent violation will also inform the customer that additional penalties will be assessed for additional violations; and in addition to penalties, that water service will be terminated for a period of three (3) days regardless of whether the customer pays the penalties for the additional violations.
- e. **Termination** – For each continuing violation, the Corporation will assess an additional penalty fees. Service will also be terminated for a period of three (3) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments, or charges²⁰⁶

Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service.

These provisions apply to all customers of the Corporation.

NOTE: PENALTY * – A YWSC is allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance with 16 TAC 24.101 (i) and Texas Water Code 67.011(b) if:

- **The penalty is clearly stated in the tariff;**
- **The penalty is reasonable and does not exceed six (6) times the minimum monthly bill stated in the water supply corporation's current tariff; and**
- **The water supply corporation has deposited the penalty in a separate account dedicated to enhancing water supply for the benefit of all the water supply corporation's customers.**

7. *Exemptions or Waivers*

The Conservation Committee /Emergency Management may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Conservation Committee /Emergency Management within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provision(s) of the Plan from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- Other pertinent information, as requested by the Committee.

Variations granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variations granted shall include a timetable for compliance.
- Variations granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

8. *Implementation*

The Board of Directors have established a Conservation Committee by Resolution, the Chairperson, of which, will be the responsible representative to take Emergency Reduction Use Program Actions. This Committee should also review the procedures in this Program annually so that modifications can be made to accommodate system growth.

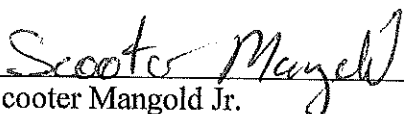
The provisions which affect members in this Plan were adopted by the Board of Directors. These procedures will be put into effect by the Board or its designated representative.

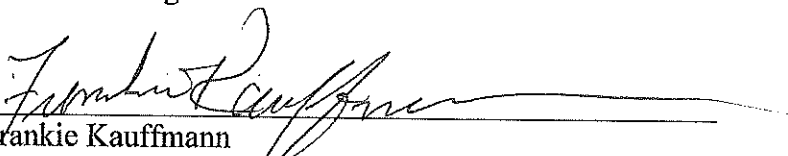
TARIFF SECTION H REVISION

Now therefore, be it resolved by the Board of Directors of the Yancey Water Supply Corporation:

- Section 1.** That the revised Tariff Section H. – Water Conservation and Emergency Water Demand Management Plan as recommended by the Conservation Committee is hereby adopted.
- Section 2.** That the Chairperson of the Conservation Committee is the Board’s authorized representative in matters of Water Conservation and Emergency Water Demand Management Planning Procedures, Policies and Actions.
- Section 3.** That any violation of this Plan may cause the forfeiture of membership in the Corporation and/or termination of water service.
- Section 4.** That this Resolution shall become effective immediately upon its passage.

Revision adopted this 12th day of September, 2023 at a regular monthly meeting of the Board of Directors at which a quorum was present.

Recommended: 
Scooter Mangold Jr.
General Manager

Executed: 
Frankie Kauffmann
President, Board of Directors

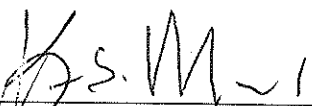
Attest: 
Kevin Marmor
Chairperson Conservation Committee

Exhibit C
Applicant's Non Standard Service Application

1. I am applying for the position of _____
2. I am applying for the position of _____

YANCEY WATER SUPPLY CORPORATION NON-STANDARD SERVICE APPLICATION

Please Print or Type Clearly

Applicant's Name/Company:

Medina Valley Independent School District

Address/City/State/ZIP:

8449 FM 471 S, Castroville, TX. 78009

Phone Number: (830) 931-2243

FAX: () -

E-mail: rafael.barajas@mvisd.org

Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water/sewer service are requested. Plat requirements include: name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- Residential Subdivision
 Multi-Family
 Mobile Home Park
 Trailer Park
 School
 Line Extension
 Commercial/Industrial Park
 Large Meter (>1")
 Multi-use Facility
 Other

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Domestic Service (~400 GPM; 2600 WFU)	= 6" line; 4" meter
Irrigation Service (see attached Irrigation Water Use table)	= 4" meter
Fire Protection (1500 GPM at 20 PSI)	= 12" line

Maximum number of proposed lots: 1 Range of standard lot sizes: ± 93 acres

Number of anticipated connections: Commercial 1 Irrigation 1 Fire 1

Acreage(s) ± 93 acres

Please describe in detail the nature and scope of the project/development;

New High School Campus

Initial needs New High School

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

See attached Site Plan

Please list any additional special service needs not listed above.

N/A

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Fire Protection (1500 GPM at 20 PSI) = 12" line

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases and final completion of project.

Please describe how the utility may access the property during evaluation of application.

Contact: Rafael Barajas; 830.931.2243; rafael.barajas@mvisd.org

Please attach the following information, as applicable:

R:\MVISD\High School #2\Documents\Permitting\Yancey\2023-06-31_Non-Standard Service Application.doc

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Proposed Calendar

Design	January 2023
Construction	November 2023 - July 2025
Occupancy	July 2025

Required Fees

Applicant is required to pay a Non-Standard Hydraulic Study Fee of \$ _____, and a deposit of \$ _____ to the Corporation in accordance with Section G of the Corporation’s tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation’s response to service request

The Corporation will prepare a written response to Applicant’s service request within 90 days from the date the application was submitted and the required fees were paid. The Corporation’s response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation’s tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company

Signature of Authorized Representative

Date

For Corporation Use Only
_____ Date application received
_____ Amount Fees Paid / Date Paid
_____ Signature YWSC staff member

MVISD HS2

Water-Use for Irrigated Landscape Areas including Athletic Fields

Irrigated Area: 398,094 sf.

Plant Coefficient: 0.5

ETO Region: San Antonio

Month	Demand	Irri. System Efficiency Adjustment		Total Gallons Each Month
January	256693	75.00%	192520	449,213 <i>Lowest</i>
February	343497	75.00%	257623	601,120
March	545628	75.00%	409221	954,849
April	660953	75.00%	495715	1,156,668
May	939968	75.00%	704976	1,644,944
June	1018092	75.00%	763569	1,781,661 <i>Highest</i>
July	987090	75.00%	740318	1,727,408
August	995770	75.00%	746828	1,742,598
September	767599	75.00%	575699	1,343,298
October	613831	75.00%	460373	1,074,204
November	389380	75.00%	292035	681,415
December	266614	75.00%	199961	466,575
7785115				13,623,951 (Yearly Demand)

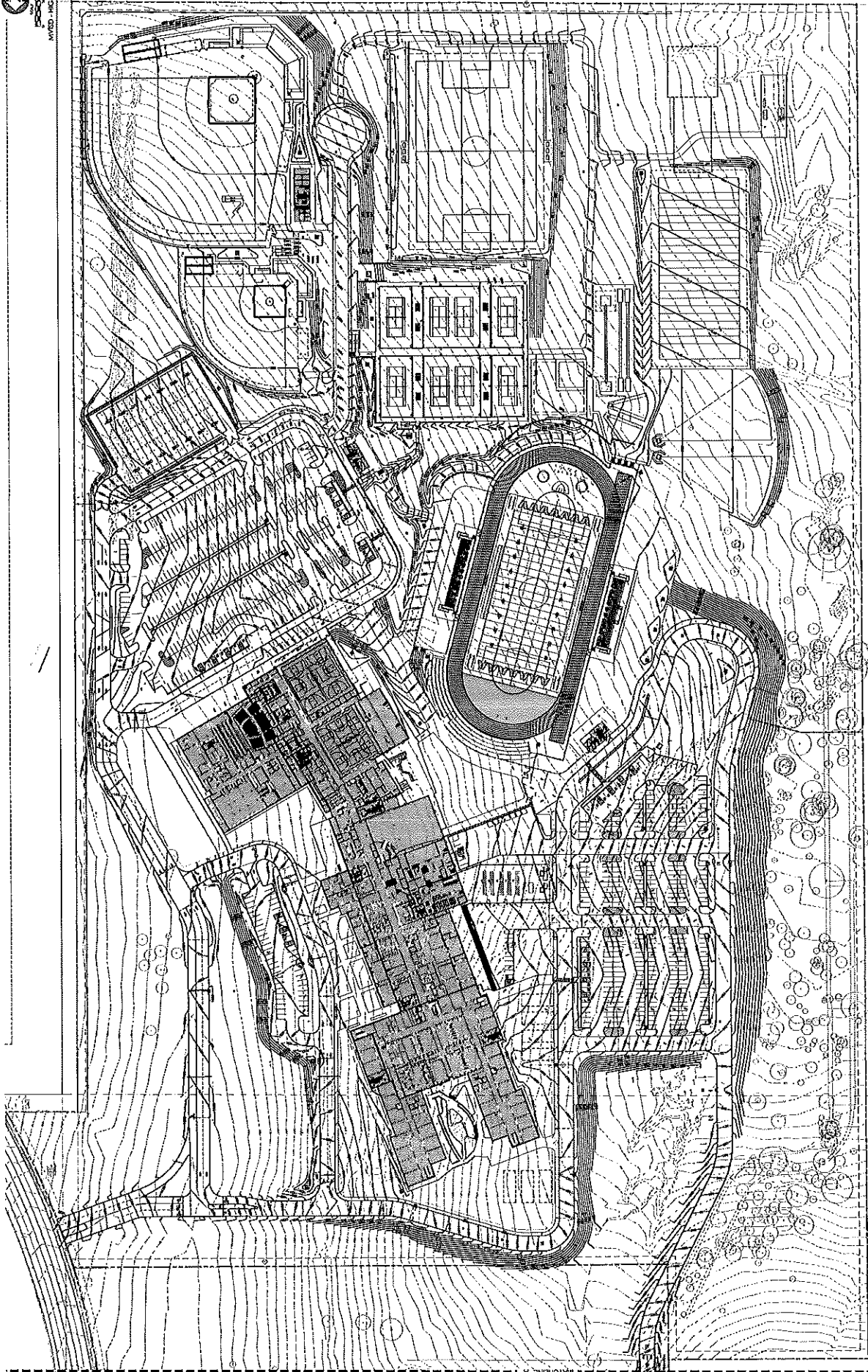


Exhibit D
YWSC's Equipment and Line Dedication Agreement

Exhibit F
YWSC's Form of Easement

UNITED STATES DEPARTMENT OF AGRICULTURE

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Yancey
Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does
hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines
and appurtenances over and across _____ acres of land, more particularly described in
instrument recorded in Vol. _____ Page _____, Deed Records, _____ County, Texas,
together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are
granted. The easement hereby granted shall not exceed 30' in width, and Grantee is hereby authorized to designate the course of
the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of
land 30' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the
installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of
this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors
covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens
except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of
_____, 20____.

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known
to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they)
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____

(Seal)

Notary Public in and for
_____ County, Texas

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 12-19-2024

Agenda Item: Consider Approval of Procurement Method for Medina Valley Middle School #3 Project

Background Information:

The Board previously approved VLK Architects to provide the architectural services for the new Medina Valley Middle School #3 Project. VLK has prepared construction drawings and specifications for this project.

Administrative Consideration:

District staff and VLK Architects worked together to identify the design needs for the new Medina Valley Middle School #3 and agree with District staff that the request for competitive sealed proposal procurement method offers the best value to the district.

The RFCSP for general contractors will include the following:

- Invitation & instruction to offerors
- Construction documents
- Selection criteria
- Estimated budget
- Project scope
- Schedule
- Other information necessary for contractors to respond

The district will evaluate and rank each proposal based upon published selection criteria and shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation.

Supporting Document(s):

None

Recommendation:

It is recommended the Board approve the request for competitive sealed proposal as the procurement method for the Medina Valley Middle School #3 Project.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 12-19-2024

Agenda Item: Consider Approval to pay CPS fees to provide permanent power at the Medina Valley High School #2 Project

Background Information:

The Board previously approved CPS invoices to provide power at our Medina Valley High School #2 Project. This invoice was submitted after the last Board meeting as part of the existing pole relocation required to complete this project.

Administrative Consideration:

MVIDS staff has received the invoice for the relocation of existing CPS electric poles in the amount of \$203,738.22.

Supporting Document(s):

CPS Invoice #301003248798

Recommendation:

It is recommended the Board approve payment of fees from CPS as part of the Medina Valley HS #2 project in the amount of \$203,738.22.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 12-19-2024

Agenda item: Consider approval of the purchase of Dell servers from Prescriptive Data Solutions in the amount of \$116,374.11

Background Information

Our current virtual server environment is well over 10 years old and in need of replacement. This purchase will allow us to modernize and expand our server and storage infrastructure.

Administrative Consideration

We requested quotes from 4 different companies in several different configurations. We feel the Dell solution from Prescriptive Data Solutions gives us the best balance of hardware, reliability, and value to the district. The money for this purchase is already included in the 2024-2025 technology budget, and we are coming in about \$34,000 under what was budgeted for the project. We are also planning to purchase a duplicate unit to place in the data center at the new high school, which will act as a backup/disaster recovery site when that campus opens.

Supporting Documents

Quotes from Prescriptive, Intech Southwest, Insight and United Data Technologies

Recommendation:

It is recommended the Board approve the purchase of Dell servers from Prescriptive Data Solutions in the amount of \$116,374.11

Company	System	Cost
UDT	NX-1365 Core (Nutanix)	\$121,220.32
UDT	NX-1365 VM (Nutanix)	\$93,365.26
UDT	NX-3360 Core (Nutanix)	\$126,472.24
UDT	NX-3360 VM (Nutanix)	\$98,617.19
Insight	Lenovo VX650 (VMWare)	\$146,150.89
Intech Southwest	HPE Simplivity 380 (VMWare)	\$112,315.35
Prescriptive	Dell R660/PowerStore 500T (VMWare)	\$116,374.11
Prescriptive	Dell R660/ME5012 (VMWare)	\$97,015.06

2626 Spring Cypress Rd. Phone 888.252.3182
 Suite 63 Fax 210.961.8108
 Spring, TX 77388 www.prescriptive.solutions

Dell PowerStore 500T and R660 Server - 5YR
Quote #007554 v1

Prepared For:

Ship to:

Medina Valley ISD
Medina Valley ISD

Scott Laleman
 8449 FM971 S
 Castroville, TX 78009

Scott Laleman
 8449 FM971 S
 Castroville, TX 78009

P: (830) 931-2243
 E: scott.laleman@mvisd.org

P: (830) 931-2243
 E: scott.laleman@mvisd.org

Date Issued: 12/04/2024
 Expires: 12/30/2024
 Payment Terms: Net 30 Days

Rep: Dennis Davison
 Email: DDavison@prescriptive.solutions
 Phone: 512.554.6215

PowerEdge R660

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
1	210-BEQQ	PowerEdge R660 Server	\$1,282.03	3	\$3,846.09
2	461-AAIG	Trusted Platform Module 2.0 V3	\$25.31	3	\$75.93
3	321-BHRW	2.5 Chassis with up to 10 Hard Drives (SAS/SATA) 2CPU PERC11	\$148.30	3	\$444.90
4	338-CHSS	Intel Xeon Gold 5415+ 2.9G 8C/16T 16GT/s 22.5M Cache Turbo HT (150W) DDR5-4400	\$638.98	3	\$1,916.94
5	338-CHSS	Intel Xeon Gold 5415+ 2.9G 8C/16T 16GT/s 22.5M Cache Turbo HT (150W) DDR5-4400	\$638.98	3	\$1,916.94
6	379-BFFD	No HBM	\$0.00	3	\$0.00
7	412-ABCG	Performance Heatsink for 2 CPU configuration (CPU more than or equal to 250W)	\$55.59	3	\$166.77
8	370-AAIP	Performance Optimized	\$0.00	3	\$0.00
9	370-BBRX	5600MT/s RDIMMs	\$0.00	3	\$0.00
10	780-BCDS	Unconfigured RAID	\$0.00	3	\$0.00
11	405-AAZB	PERC H755 SAS Front	\$843.52	3	\$2,530.56
12	750-ADRI	Front PERC Mechanical Parts rear load	\$12.78	3	\$38.34
13	750-AABF	Power Saving Dell Active Power Controller	\$0.00	3	\$0.00
14	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	\$0.00	3	\$0.00
15	387-BBEY	No Energy Star	\$0.00	3	\$0.00
16	384-BCUJ	4 Very High Performance Fans	\$76.45	3	\$229.35
17	450-AKLF	Dual Redundant(1+1) Hot-Plug Power Supply 1100W MM(100-240Vac) Titanium	\$365.38	3	\$1,096.14
18	330-BBYZ	Riser Config 3 Full Height 2x16 FH Slots (Gen5)	\$206.62	3	\$619.86
19	329-BJJY	Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	\$0.00	3	\$0.00
20	528-CTIC	iDRAC9 Enterprise 16G	\$125.03	3	\$375.09
21	540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28 OCP NIC 3.0	\$181.23	3	\$543.69
22	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	\$35.55	3	\$106.65
23	470-AEYU	No Cables Required	\$0.00	3	\$0.00
24	325-BEUG	PowerEdge 1U LCD Bezel	\$50.88	3	\$152.64

2626 Spring Cypress Rd.
Suite 63
Spring, TX 77388

Phone 888.252.3182
Fax 210.961.8108
www.prescriptive.solutions

PowerEdge R660

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
25	350-BCKC	Dell Luggage Tag	\$0.00	3	\$0.00
26	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	\$677.58	3	\$2,032.74
27	470-AFMG	BOSS Cables and Bracket for R660	\$12.78	3	\$38.34
28	350-BBXM	No Quick Sync	\$0.00	3	\$0.00
29	379-BCSG	iDRAC Legacy Password	\$0.00	3	\$0.00
30	379-BCQX	iDRAC Service Module (ISM) NOT Installed	\$0.00	3	\$0.00
31	379-BCQY	iDRAC Group Manager Disabled	\$0.00	3	\$0.00
32	611-BBBF	No Operating System	\$0.00	3	\$0.00
33	605-BBFN	No Media Required	\$0.00	3	\$0.00
34	770-BDMT	Cable Management Arm	\$17.05	3	\$51.15
35	770-BECD	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar (A15)	\$30.91	3	\$92.73
36	631-AACK	No Systems Documentation No OpenManage DVD Kit	\$0.00	3	\$0.00
37	340-DBXZ	PowerEdge R660 Shipping	\$12.52	3	\$37.56
38	340-DBYC	PowerEdge R660 Shipping Material 10x2.5 8x2.5 Smart Flow or 16xEDSFF	\$25.31	3	\$75.93
39	343-BBTS	R660 Dell label (BIS) for 2.5 Chassis	\$0.00	3	\$0.00
40	343-BBUB	PowerEdge R660 CE CCC Marking	\$0.00	3	\$0.00
41	817-BBBP	None Required	\$0.00	3	\$0.00
42	887-1064	ProSupport 7x24 Technical Support and Assistance 5 Years	\$783.08	3	\$2,349.24
43	887-1073	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	\$537.32	3	\$1,611.96
44	887-1076	Dell Hardware Limited Warranty Plus On-Site Service	\$76.87	3	\$230.61
45	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	3	\$0.00
46	370-BBRY	32GB RDIMM 5600MT/s Dual Rank	\$547.31	24	\$13,135.44
47	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive 1 DWPD	\$264.94	3	\$794.82
48	450-AALV	Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)	\$0.00	6	\$0.00
49	492-BBDI	C13 to C14 PDU Style 12 AMP 6.5 Feet (2m) Power Cord North America	\$5.63	6	\$33.78
50	540-BDHF	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter PCIe Full Height V2	\$181.29	3	\$543.87
Subtotal:					\$35,088.06

2626 Spring Cypress Rd.
Suite 63
Spring, TX 77388

Phone 888.252.3182
Fax 210.961.8108
www.prescriptive.solutions

PowerStore 500T

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
51	210-AXXJ	PowerStore 500T Dell Customer Racked	\$3,637.47	1	\$3,637.47
52	370-AFXQ	192GB Appliance DIMM 96GB Per Node	\$2,427.14	1	\$2,427.14
53	379-BEIO	Thank you for choosing Dell	\$0.00	1	\$0.00
54	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
55	528-BTZK	PowerStore Base SW	\$0.00	1	\$0.00
56	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	\$625.18	1	\$625.18
57	450-BBGJ	LOW LINE POWER SUPPLY RT PAIR L9	\$575.22	1	\$575.22
58	343-BBMR	BASE UNIT CONFIG KIT	\$139.95	1	\$139.95
59	379-BDPD	ISG Product (info)	\$0.00	1	\$0.00
60	876-3336	Dell Hardware Limited Warranty	\$289.12	1	\$289.12
61	876-3449	PROSUPPORT 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	\$1,158.75	1	\$1,158.75
62	876-3587	PROSUPPORT NEXT BUSINESS DAY ONSITE SERV	\$386.11	1	\$386.11
63	876-3622	PROSUPPORT NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNOSIS 2 YEARS EXTENDED	\$580.78	1	\$580.78
64	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	\$0.00	1	\$0.00
65	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	1	\$0.00
66	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
67	900-9997	On-Site Installation Declined	\$0.00	1	\$0.00
68	400-BRXQ	P1 NVME SED NON-FIPS SSD 3.84TB	\$5,747.06	6	\$34,482.36
69	565-BBJO	10GBE OPTICAL 4 PORT IO MODULE PAIR	\$691.55	1	\$691.55
70	407-BCGF	10GBE OPTICAL SFP PAIR	\$121.48	2	\$242.96
71	470-ADUJ	3M OM4 FIBRE CABLE QTY2	\$240.82	4	\$963.28
72	828-4817	ProSupport: Next Business Day On-Site Low Capacity SSD Add-On 5 Years	\$1,506.65	6	\$9,039.90
Subtotal:					\$55,239.77

AppSync for PowerStore

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
73	210-ATXO	AppSync for PowerStore	\$0.00	1	\$0.00
74	891-3220	ProDeploy Dell EMC AppSync	\$4,046.28	1	\$4,046.28
75	828-5766	ProSupport for AppSync Starter Pack Software Support Contract 3 Years	\$0.00	1	\$0.00
76	528-BYHF	AppSync Str Pk for PowerStore=CB	\$0.00	1	\$0.00
77	828-5722	ProSupport for AppSync Starter Pack Software Support Maintenance 3 Years	\$0.00	1	\$0.00
Subtotal:					\$4,046.28

2626 Spring Cypress Rd. Phone 888.252.3182
 Suite 63 Fax 210.961.8108
 Spring, TX 77388 www.prescriptive.solutions

VMWare

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
78	VCF-VSP-STD-8	VMWARE VSPHERE STANDARD 8 - 5YR	\$250.00	48	\$12,000.00
Subtotal:					\$12,000.00

PDS Professional Services

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
79		Professional Services	\$10,000.00	1	\$10,000.00
Subtotal:					\$10,000.00

Quote Summary	Amount
PowerEdge R660	\$35,088.06
PowerStore 500T	\$55,239.77
AppSync for PowerStore	\$4,046.28
VMWare	\$12,000.00
PDS Professional Services	\$10,000.00
Total:	\$116,374.11

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Back ordered items may be subject to price adjustments. Customer may not cancel an order after it has been accepted without manufacturer approval. In the event a cancellation is approved by the manufacturer, a restocking fee may apply.

Acceptance	
Prescriptive Data Solutions	Medina Valley ISD
Dennis Davison, National Sales	Signature / Name
12/04/2024	Initials
Last Updated	Date

2626 Spring Cypress Rd. Phone 888.252.3182
 Suite 63 Fax 210.961.8108
 Spring, TX 77388 www.prescriptive.solutions

Dell PowerVault ME5012 and R660 Server - 5YR
Quote #007555 v1

Prepared For:

Ship to:

Medina Valley ISD
Medina Valley ISD

Scott Laleman
 8449 FM971 S
 Castroville, TX 78009

Scott Laleman
 8449 FM971 S
 Castroville, TX 78009

P: (830) 931-2243
 E: scott.laleman@mvisd.org

P: (830) 931-2243
 E: scott.laleman@mvisd.org

Date Issued: 12/04/2024
 Expires: 12/30/2024
 Payment Terms: Net 30 Days

Rep: Dennis Davison
 Email: DDavison@prescriptive.solutions
 Phone: 512.554.6215

PowerEdge R660

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
1	210-BEQQ	PowerEdge R660 Server	\$1,282.03	3	\$3,846.09
2	461-AAIG	Trusted Platform Module 2.0 V3	\$25.31	3	\$75.93
3	321-BHRW	2.5 Chassis with up to 10 Hard Drives (SAS/SATA) 2CPU PERC11	\$148.30	3	\$444.90
4	338-CHSS	Intel Xeon Gold 5415+ 2.9G 8C/16T 16GT/s 22.5M Cache Turbo HT (150W) DDR5-4400	\$638.98	3	\$1,916.94
5	338-CHSS	Intel Xeon Gold 5415+ 2.9G 8C/16T 16GT/s 22.5M Cache Turbo HT (150W) DDR5-4400	\$638.98	3	\$1,916.94
6	379-BFFD	No HBM	\$0.00	3	\$0.00
7	412-ABCG	Performance Heatsink for 2 CPU configuration (CPU more than or equal to 250W)	\$55.59	3	\$166.77
8	370-AAIP	Performance Optimized	\$0.00	3	\$0.00
9	370-BBRX	5600MT/s RDIMMs	\$0.00	3	\$0.00
10	780-BCDS	Unconfigured RAID	\$0.00	3	\$0.00
11	405-AAZB	PERC H755 SAS Front	\$843.52	3	\$2,530.56
12	750-ADRI	Front PERC Mechanical Parts rear load	\$12.78	3	\$38.34
13	750-AABF	Power Saving Dell Active Power Controller	\$0.00	3	\$0.00
14	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	\$0.00	3	\$0.00
15	387-BBEY	No Energy Star	\$0.00	3	\$0.00
16	384-BCUJ	4 Very High Performance Fans	\$76.45	3	\$229.35
17	450-AKLF	Dual Redundant(1+1) Hot-Plug Power Supply 1100W MM(100-240Vac) Titanium	\$365.38	3	\$1,096.14
18	330-BBYZ	Riser Config 3 Full Height 2x16 FH Slots (Gen5)	\$206.62	3	\$619.86
19	329-BJJY	Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	\$0.00	3	\$0.00
20	528-CTIC	iDRAC9 Enterprise 16G	\$125.03	3	\$375.09
21	540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28 OCP NIC 3.0	\$181.23	3	\$543.69
22	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	\$35.55	3	\$106.65
23	470-AEYU	No Cables Required	\$0.00	3	\$0.00
24	325-BEUG	PowerEdge 1U LCD Bezel	\$50.88	3	\$152.64

2626 Spring Cypress Rd.
Suite 63
Spring, TX 77388

Phone 888.252.3182
Fax 210.961.8108
www.prescriptive.solutions

PowerEdge R660

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
25	350-BCKC	Dell Luggage Tag	\$0.00	3	\$0.00
26	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	\$677.58	3	\$2,032.74
27	470-AFMG	BOSS Cables and Bracket for R660	\$12.78	3	\$38.34
28	350-BBXM	No Quick Sync	\$0.00	3	\$0.00
29	379-BCSG	iDRAC Legacy Password	\$0.00	3	\$0.00
30	379-BCQX	iDRAC Service Module (ISM) NOT Installed	\$0.00	3	\$0.00
31	379-BCQY	iDRAC Group Manager Disabled	\$0.00	3	\$0.00
32	611-BBBF	No Operating System	\$0.00	3	\$0.00
33	605-BBFN	No Media Required	\$0.00	3	\$0.00
34	770-BDMT	Cable Management Arm	\$17.05	3	\$51.15
35	770-BECD	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar (A15)	\$30.91	3	\$92.73
36	631-AACK	No Systems Documentation No OpenManage DVD Kit	\$0.00	3	\$0.00
37	340-DBXZ	PowerEdge R660 Shipping	\$12.52	3	\$37.56
38	340-DBYC	PowerEdge R660 Shipping Material 10x2.5 8x2.5 Smart Flow or 16xEDSFF	\$25.31	3	\$75.93
39	343-BBTS	R660 Dell label (BIS) for 2.5 Chassis	\$0.00	3	\$0.00
40	343-BBUB	PowerEdge R660 CE CCC Marking	\$0.00	3	\$0.00
41	817-BBBP	None Required	\$0.00	3	\$0.00
42	887-1064	ProSupport 7x24 Technical Support and Assistance 5 Years	\$783.08	3	\$2,349.24
43	887-1073	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	\$537.32	3	\$1,611.96
44	887-1076	Dell Hardware Limited Warranty Plus On-Site Service	\$76.87	3	\$230.61
45	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	3	\$0.00
46	370-BBRY	32GB RDIMM 5600MT/s Dual Rank	\$547.31	24	\$13,135.44
47	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive 1 DWPD	\$264.94	3	\$794.82
48	450-AALV	Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)	\$0.00	6	\$0.00
49	492-BBDI	C13 to C14 PDU Style 12 AMP 6.5 Feet (2m) Power Cord North America	\$5.63	6	\$33.78
50	540-BDHF	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter PCIe Full Height V2	\$181.29	3	\$543.87
Subtotal:					\$35,088.06

2626 Spring Cypress Rd. Phone 888.252.3182
 Suite 63 Fax 210.961.8108
 Spring, TX 77388 www.prescriptive.solutions

Dell PowerVault ME5012 Storage Array

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
51	210-BBII	Dell ME5012 Storage Array	\$1,210.30	1	\$1,210.30
52	403-BCPG	25Gb iSCSI 8 Port Dual Controller	\$5,707.22	1	\$5,707.22
53	770-BECR	Rack Rails 2U	\$41.49	1	\$41.49
54	325-BDDO	ME Series 2U Bezel	\$35.20	1	\$35.20
55	450-ALXL	Power Supply 580W Redundant WW	\$180.18	1	\$180.18
56	389-EERU	Dell PowerVault ME Series 2U-12 CE Marking	\$0.00	1	\$0.00
57	340-DCFR	Dell ME5012 Shipping	\$41.49	1	\$41.49
58	871-9053	Dell Hardware Limited Warranty	\$844.13	1	\$844.13
59	871-9067	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	\$91.80	1	\$91.80
60	871-9071	ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	\$706.45	1	\$706.45
61	871-9072	ProSupport 7x24 Technical Support and Assistance 5 Years	\$1,376.93	1	\$1,376.93
62	975-3461	Dell Limited Hardware Warranty Extended Year (s)	\$0.00	1	\$0.00
63	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	1	\$0.00
64	900-9997	On-Site Installation Declined	\$0.00	1	\$0.00
65	407-BCBE	Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	\$95.55	8	\$764.40
66	470-ACLS	Dell Networking Cable OM4 LC/LC Fiber Cable (Optics required) 2 Meter	\$101.95	8	\$815.60
67	400-ABSK	Hard Drive Blank Filler 3.5	\$4.60	5	\$23.00
68	345-BEMK	3.84TB SSD SAS ISE Read Intensive up to 24Gbps 512e 2.5in with 3.5in HYB CARR AG Drive	\$4,007.75	7	\$28,054.25
69	492-BBDH	Jumper Cord - C13/C14 0.6M 250V 13A (North American Guam North Marianas Philippines Samoa)	\$8.39	1	\$8.39
70	492-BBDH	Jumper Cord - C13/C14 0.6M 250V 13A (North American Guam North Marianas Philippines Samoa)	\$8.39	1	\$8.39
71	450-AAME	Powercord 125 Volt 15Amp 10 Foot C13 to NEMA 5-15	\$8.89	1	\$8.89
72	450-AAME	Powercord 125 Volt 15Amp 10 Foot C13 to NEMA 5-15	\$8.89	1	\$8.89
Subtotal:					\$39,927.00

VMware

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
73	VCF-VSP-STD-8	VMWARE VSPHERE STANDARD 8 - 5YR	\$250.00	48	\$12,000.00
Subtotal:					\$12,000.00

2626 Spring Cypress Rd. Phone 888.252.3182
 Suite 63 Fax 210.961.8108
 Spring, TX 77388 www.prescriptive.solutions

PDS Professional Services

Line #	Item	Product Description	Unit Price	Qty	Ext. Price
74		Professional Services	\$10,000.00	1	\$10,000.00
Subtotal:					\$10,000.00

Quote Summary	Amount
PowerEdge R660	\$35,088.06
Dell PowerVault ME5012 Storage Array	\$39,927.00
VMware	\$12,000.00
PDS Professional Services	\$10,000.00
Total:	\$97,015.06

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Back ordered items may be subject to price adjustments. Customer may not cancel an order after it has been accepted without manufacturer approval. In the event a cancellation is approved by the manufacturer, a restocking fee may apply.

Acceptance	
Prescriptive Data Solutions	Medina Valley ISD
Dennis Davison, National Sales	_____
_____	Signature / Name
12/04/2024	_____
Last Updated	Date
	Initials



Prescriptive

Statement of Work

**Dell PowerStore 500T and R660
Server - 5YR**

Prepared for
Medina Valley ISD

Table of Content

Prescriptive Data Solutions, LLC

Sales Executive: Dennis Davison

Generated on December 5, 2024

This Agreement offer will expire 60 days from date generated unless signed prior.

S

Company Background.....	3
Executive Summary.....	3
Customer Contact Information.....	3
Locations in Scope.....	3
Executive Summary.....	4
Project Objective.....	4
Scope of Work.....	6
Change Control.....	7
Price and Payment Schedule.....	7
Acceptance.....	10
Terms & Conditions.....	10

Company Background

Prescriptive Data Solutions, LLC is a technology consulting firm focused on data-related services. Ensuring your data is accessible, available, and protected. We provide IT infrastructure, backup, standard recovery, disaster recovery, security, and related services and solutions, both on-premises and in the cloud.

Executive Summary

This Statement of Work (“SOW” or the “Agreement”) and its terms and conditions set forth the terms under which Medina Valley ISD (hereinafter referred to as “Customer”) has formally engaged Prescriptive Data Solutions, LLC (hereinafter referred to as “Prescriptive”) to provide the Professional Services described in this Agreement.

Customer Contact Information

Customer Name:	Medina Valley ISD
Project Name:	Dell PowerStore 500T and R660 Server - 5YR
Customer Contact:	Scott Laleman
Customer Contact Email:	scott.laleman@mvisd.org

Locations in Scope

Main: 8449 FM971 S, Castroville TX 78009

Project Summary

To enhance the performance, scalability, and reliability of Medina Valley ISD's IT infrastructure, this proposal recommends the deployment of three Dell PowerEdge Servers, a Dell PowerStore 500T storage array, and VMware vSphere 8 virtualization software. These components will modernize the district's IT systems, ensuring optimal support for administrative, educational, and operational needs.

Project Objective

Medina Valley ISD is refreshing their aging equipment with Dell PowerEdge servers, Dell PowerStore 500T. The solution has been sized appropriately to account for current workload and growth. The solution stack will be racked, cabled, deployed and configured by our own Prescriptive Data Solutions engineers.

Scope of Work

Planning & Discovery

Discovery used for server installation planning, including cable count, port availability, physical rack space, pre-deployment spreadsheet (IP, server name)

Design

Design for planning server deployment into new environment. Verify with customer, plans to incorporate compute into existing infrastructure, including vCenter Clusters, EVC interoperability.

Implementation

Rack server, connect power and network cables, configure iDRAC. Install and configure Operating System (ESXi) with management IP

Rack PowerStore Array, connect and IP out-of-band management, connect power, run cables for connectivity (iSCSI). Create storage policy, create host access to PowerStore and provision volume used for VMs. Create Host groups. Configure AD authentication. Setup phone home and email notifications for alerts

Configure ESXi, add ESXi Licenses, create vmkernel ports, create network port groups, create standard switches or vDS. Enable HA and DRS on cluster in vCenter if applicable. Verify ESXi host connectivity, storage connectivity and VM connectivity, vMotion and network failover

Migration

Migration of a test VM in the legacy environment and demonstrate migration process for Production VMs.

Testing & Validation

Verify remote access to server. Verify LAN and iSCSI connectivity for redundancy and multi-pathing.

Knowledge Transfer & Documentation

Provide completed pre-deployment spreadsheet with any changes made during deployment. A Visio document will be included to show physical and logical deployment of servers and storage.

Project Close

Closeout meeting and project acceptance. Completed test plan with 100% passing results. Fully functioning production environment according to design specifications.

Customer Responsibilities

- Customer will provide device names, IP and networking information during planning phase
- Servers will be onsite. 4 post rack will be available and ready for servers. Proper power and cooling will be provided.
-
- Customer will configure network ports for servers. This is for LAN and remote (iDRAC) connectivity."
- Storage will be onsite. A 4 post rack will be used with rack space available for storage deployment, Proper power and cooling will be provided..
- Customer will configure network ports for storage. This is for iSCSI and remote (iDRAC) connectivity.

Assumptions

- Proper power and cooling available for servers and storage.

Risks

- Limited or no power or cooling available on site to support servers and storage.

Deliverables

- A fully functioning, production ready solution including 3 PowerEdge Servers, PowerStore 500T and vCenter.
- Prescriptive provides as-built documentation with Visio and configuration in a spreadsheet for reference
- Prescriptive provides a session to review the documentation, field remaining questions, and final customer acceptance.

Out of Scope

Prescriptive is responsible to perform only the Services described in this Agreement. Any additional services discussed or implied that are not defined explicitly by this Agreement will be considered out of scope. All services requested outside of this Agreement as detailed above will require a "Change Order" before any services are performed. "Change Order" must be agreed upon by all parties and signed. Specific examples from this project may be listed below.

- Any tasks or services not defined or listed under 'scope of work' as part of this project in this SOW is out of scope.

Change Control

The project scope only includes the work that is clearly defined in the Project Objectives or Scope of Work sections above. Any additional or removal of work needs a change request to be formally approved by both parties. The Prescriptive Project Manager will submit a change request form to the Customer with the details of the extra or reduced work and cost.

Prescriptive will start working on the changes after receiving the signed change request form from the Customer. Any work that is cut from the scope of work also requires a change request to be issued. The request should specify the scope or deliverables that are eliminated and the price adjustment. Both parties must sign and agree to the request in writing.

Price and Payment Schedule

The total fixed fee for the Professional Services identified in this SOW is: \$10,000.00 USD.

Travel & Expense:

Travel and expenses are expected for this project, but *the fee does not include any expense allowances*. The customer will pay for all actual and reasonable travel and living costs.

Prescriptive will bill the customer for all expenses at the end of the project, and the customer agrees to reimburse these costs Net30. Travel expenses may include, but are not limited to:

- Airfare
- Meals
- Lodging
- Rental Cars
- Ground transportation (includes taxi, tolls, and mileage)
- Miscellaneous incidental expenses

Prescriptive shall invoice Customer the total agreed fixed fee for the professional services per the event scheduled below, Net30.

Event	Amount Due (USD)
50% Due upon Execution of the SOW	\$5,000.00
Remaining 50% Due upon Project Completion	\$5,000.00

	Total \$10,000.00
--	---------------------------------

Acceptance

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Executed by: Medina Valley ISD	Executed by: Prescriptive Data Solutions, LLC
Name:	Name:
Title:	Title:
Signed:	Signed:
Date:	Date:

Terms & Conditions

Confidentiality

During the course of performing hereunder, a party to this SOW (the “Receiving Party”) may obtain from another party to the SOW (the “Disclosing Party”) certain information, which is of a confidential or proprietary nature. The term “Confidential Information” shall include all information about the business, financial condition, operations, assets, and liabilities of either Party and its affiliates, whether (a) prepared by the Disclosing Party and/or its affiliates, any of their representatives, or otherwise; (b) in written, oral, electronic, or other form; (c) identified as “confidential” or otherwise; or (d) prepared prior to, on, or after the date of this SOW; that is furnished to the Receiving Party in connection with the work performed.

The Receiving Party shall treat such information as confidential and shall only disclose such information to those personnel who are subject to confidentiality requirements as stringent as those set forth herein. Neither the Receiving Party, its parents, subsidiaries, or affiliates, nor their officers, employees, directors, or advisors shall disclose to any third-party any such Confidential Information without the Disclosing Party’s prior written approval. At the request of the Disclosing Party, the Receiving Party shall return all Confidential Information.

Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such confidential information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's confidential information.

Limitation of Liability

Customer expressly agrees that in no event shall Prescriptive be liable to Customer for lost profits or other financial loss of any type or description including any special, indirect, or consequential damages which may be caused directly or indirectly by any deficiency or defect in any of the services provided hereunder, whether or not Customer has been advised of the possibility of such damages. In no event shall Prescriptive's total liability hereunder for damages, however characterized, exceed the prices paid by Customer for services performed.

Indemnity

To the fullest extent permitted by law, each party to this SOW ("Party" or "Parties") agrees to release, protect, defend, indemnify, and hold harmless the other Party from and against any and all costs (including attorneys' fees and other costs of arbitration, litigation, defense, and/or settlement), expenses, claims (including claims for indemnification under other contracts, agreements, or arrangements, and claims under arbitration), demands, damages, injunctions, orders, awards, settlements, losses, liabilities, liens, encumbrances, and causes of action, of every kind and character, including any of the foregoing arising out of or related to any Governmental Requirements (individually and collectively, "Claims and Losses") asserted against, imposed upon, or incurred by either Party arising out of, incident to, or related in any way, directly or indirectly, to: (a) any breach of any representation, warranty, covenant or agreement made pursuant to this Agreement; (b) any of the services to be performed or materials to be supplied under this Agreement; or (c) any acts, actions, omissions or activities of any contractor, its employees, or agents while on the work site or any premises owned, controlled or operated by Prescriptive or Company, including, without limitation, any Claims or Losses arising out of or resulting from the (a) injury to or death of a person on connection with the performance of Work under this Agreement; or (b) damage to, loss, or destruction of property used in connection with the provision of Professional Services under this Agreement.

Both Parties expressly indemnify and hold harmless the other Party from lost profits, financial loss, or damages, including any special, indirect, or consequential damages, which may be caused directly or indirectly by any deficiency or defect in any of the services provided hereunder.

Governing Law

This SOW shall be governed by the laws of the State of Texas, excluding any conflict of law rules. THE PARTIES VOLUNTARILY SUBMIT TO THE JURISDICTION AND EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS, FOR ANY ACTION BROUGHT UNDER THIS SOW.

Notices

All legal notice or notice of intent to negotiate to any Party to this SOW by another party hereto shall be in writing and deemed given three (3) business days after sent by registered mail, postage prepaid, telex, telegram, or cable addressed as follows:

- (a) To Company: Medina Valley ISD
8449 FM971 S
Castroville, TX 78009

- (b) To Prescriptive: Prescriptive Data Solutions, LLC
ATTN: Terry Murray
5460 Babcock Rd.
Suite 120, Unit 99639
San Antonio, TX 78240

Non-Solicitation of Employees

The Parties agree that for the term of this SOW and for a period of one (1) year after its termination, Prescriptive and Customer will not recruit or hire or assist any third-party to recruit or hire any employees of the other party who is or shall have been an employee, agent of, or consultant to Prescriptive or Customer at any time during the term of this SOW.

Notwithstanding the foregoing, this section shall not apply where: (i) either Party places a recruiting advertisement directed at the general public and thereafter interviews or negotiates employment with an employee of the employer party responding to such advertisement, so long as such advertisement is not intended to circumvent the terms of this section; (ii) an employee is terminated by his or her employer Party and the other party then solicits or recruits such employee after such employee is no longer employed by the employer Party; or (iii) an employee voluntarily leaves the employment of his or her employer Party and the other Party then solicits or recruits such employee after such employee has not been employed by the employer Party for a period of one (1) year; or (iv) such employee is solicited or hired by a division, affiliate, or subsidiary of a Party that is different from the Party executing this SOW, so long as the hiring division, affiliate, or subsidiary party has no knowledge of the restrictive covenants under this section. Each of the Parties agree to inform its employees associated with performance under this SOW of the terms of this section and each Party shall be responsible to the employer Party for any violation of this provision by any of its employees.

Amendment

This Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the Parties hereto, or their respective successors or permitted assigns.

Waiver

The remedies herein reserved shall be cumulative and in addition to any other remedies provided at law or equity. Any failure by a Party to enforce or insist upon strict compliance with any provision of this Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.

Dispute Resolution

In order to facilitate an efficient and economical resolution of any disputed matter arising under this SOW, the Parties agree to first personally negotiate with each other in good faith, in an effort to resolve any dispute related to this Agreement that may arise between the Parties before pursuit of litigation. In the event a dispute arises, the complaining party shall give the other party written notice of such dispute. Within ten (10) days after receipt of said notice, the parties shall meet at a mutually acceptable time and place, and thereafter, as often as reasonably deemed necessary, shall exchange relevant information, and attempt to resolve the dispute before pursuit of litigation. Failure of a Party to respond to written notice requesting negotiation within fifteen (15) days allows for Parties to pursue other forms of dispute resolution such as litigation.

Cooperation: Further Assurances

Each Party agrees to perform its respective obligations hereunder and to do, or cause to be performed, all things necessary, proper, or advisable under applicable law to permit the performance of this SOW in the manner contemplated hereby. Each Party shall cooperate fully with the other party and its officers, directors, employees, agents, and other representatives in connection with the performance of all acts contemplated hereunder.



Intech Southwest
 4778 Research Drive
 San Antonio, Texas
 United States
<http://www.intechsouthwest.com>
 (P) 210-690-0000
 (F) 210-690-0200

Quotation (Open)	
Date	Dec 06, 2024 02:54 PM CST
Modified Date	Dec 06, 2024 03:14 PM CST
Quote #	436179 - rev 1 of 1
Description	HPE SIMPLIVITY 3 NODE SAN ARRAY + VMWARE + INSTALLATION
SalesRep	Lopez, Sam (P) 210-690-0000
Customer Contact	Laleman, Scott scott.laleman@mvisd.org











Customer
 Medina Valley ISD (MED400)
 Laleman, Scott
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2243 x 1104
 (F) 830-931-4050 x 1157

Bill To
 Medina Valley ISD
 Payable, Accounts
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2514
 (F) 830-931-4050

Ship To
 Medina Valley ISD
 Payable, Accounts
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2514
 (F) 830-931-4050

Customer PO:	Terms: Purchase Order (Net 30 Days)	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
TEXAS DIR TSO-4160						
1		SIMPLIVITY 3 NODE 69TB 768GB MEMORY HYPERCONVERGED STORAGE ARRAY				
		HPE SimpliVity 380 Gen10+ CTO Node	S1J98A	3		
		Intel Xeon Gold 6342 2.8 GHz - 24-core - 36 MB cache - for ProLiant DL360 Gen10, DL380 Gen10; Synergy 480 Gen10	P36936-B21	3		
		HPE SmartMemory DDR4 - module - 32 GB - DIMM 288-pin - 3200 MHz / PC4-25600 - CL22 - registered - ECC	P06033-B21	24		
		HPE Storage drive cage - 2.5" - for ProLiant DL380 Gen10, DL385 Gen10	P26930-B21	3		
		HPE SIMPLIVITY 3.84TB SATA RI BC MV SSD	S1J89A	18		
		HPE x8/x16/x8 Primary Riser Kit Riser card - factory integrated - for ProLiant DL380 Gen10 Plus, DL380 Gen10 Plus Network Choice	P37038-B21	3		
		HPE NS204i-p Gen10 Plus Storage controller - M.2 - M.2 NVMe Card / PCIe 3.0 (NVMe) - for Edgeline e920; ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, ML30 Gen10, XL675d Gen10	P12965-B21	3		
		Broadcom BCM57414 Network adapter - PCIe 3.0 x8 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 - for ProLiant DL20 Gen10, DL325 Gen10, DL360 Gen10, DL380 Gen10, ML30 Gen10, XL220n Gen10	P26262-B21	3		
		HPE 96W Smart Storage Storage device battery - lithium ion - for Apollo 4200 Gen10; ProLiant DL360 Gen10, DL365 Gen10, DL380 Gen10, ML30 Gen10	P01366-B21	3		
		HPE Smart Array P816i-a SR Gen10 Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - RAID RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - for ProLiant DL345 Gen10, DL360 Gen10, DL380 Gen10	804338-B21	3		
		Broadcom BCM57414 Network adapter - OCP 3.0 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 - for ProLiant DL325 Gen10, DL345 Gen10, DL360 Gen10, DL380 Gen10, DX360 Gen10, XL220n Gen10	P10115-B21	3		
		HPE Maximum Performance Fan Kit System fan kit - for ProLiant DL345 Gen10, DL380 Gen10, DL385 Gen10	P14608-B21	3		
		HPE Power supply - hot-plug (plug-in module) - Flex Slot - 80 PLUS Titanium - AC 200-240 V - 1000 Watt	P03178-B21	6		
		HPE Integrated Lights-Out Advanced License + 3 Years 24x7 Support - 1 server - for ProLiant DL160 Gen10, DL20 Gen10, DL580 Gen9, DX360 Gen10, ML30 Gen10, XL290n Gen10	BD505A	1		245
		HPE SimpliVity 380 G 1 Processor 3.84TB 6 SSD RTU	S1N07A	3		

	HPE System cabinet bezel kit - 2U - for Apollo 4200 Gen10, r2600 Gen10; Cloudline CL2800 Gen10; ProLiant DL180 Gen10, DL380 Gen10	867809-B21	3		
	HPE Trusted Platform Module 2.0 Gen10 Plus Rivets Kit - black - for ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, DX360 Gen10; Synergy 480 Gen10	P13771-B21	3		
	HPE SFF Easy Install Rack rail kit - 2U - for ProLiant DL345 Gen10, DL380 Gen10, DL385 Gen10	P22018-B21	3		
	HPE High Performance Video card heatsink - for ProLiant DL380 Gen10 Plus, DL380 Gen10 Plus Network Choice	P27095-B21	3		
	HPE SimpliVity 380 Gen10+ Soln Trk	S2A12A	3		
	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch M-Series - switch - half width - L3 - managed - 18 x 1/10/25 Gigabit SFP28 + 4 x 40 Gigabit / 100 Gigabit QSFP28 - back to front airflow - rack-mountable	S2T75A	2		
	HPE X240 Direct Attach Copper Cable 100GBase direct attach cable - QSFP28 (M) to QSFP28 (M) - 3.3 ft - for Apollo 4200, 4200 Gen10; FlexFabric 12900E 36, 12XXX, 5930 2QSFP+, 5930 32, 5930 4-slot	JL271A	2		
	HPE SFP28 transceiver module - 25GbE - 25GBase-SR - LC multi-mode - up to 328 ft - 850 nm	Q2P64B	8		
	HPE 10GBE SFP+ SR MM 300M XCVR	Q6M30A	4		
	HPE Copper Cable 25GBase direct attach cable - SFP28 (M) to SFP28 (M) - 10 ft - for HPE SN2410, SN2410M 25; Primera 600, 600 2-way, 600 4-way; StoreOnce 36XX, 52XX; CX 8360	844477-B21	4		
	HPE Network adapter - QSFP28 to SFP28 - for StoreFabric SN2100M 100GbE; Synergy 12000 Frame; CX 8360-48XT4C v2	845970-B21	4		
	HPE SimpliVity 380 HW Startup SVC	HA114A1#5LY	3		
	HPE M-series CL NOS Startup SVC	HA114A1#V22	2		
	HPE Pointnext Tech Care Essential Service Technical support - for HPE Integrated Lights-Out (iLO) Advanced Pack non Blade - Per Socket License - phone consulting - 5 years - 24x7 - response time: 15 min	HU4A6A5#R2M	3		
	HPE SVT 380 Gen10+ CTO Node Support	HU4A6A500LA	3		
	HPE SVT 380G 1P 3.84TB 6SSD RTU SUPPORT	HU4A6A500LN	3		
	HPE SN2010M Switch w/NVD Support	HU4A6A500N7	2		
	HPE SimpliVity 380 SW Startup SVC	HA124A1#5LZ	3		
	Bundle Subtotal		1	\$103,999.35	\$103,999.35
2	VMware vSphere Standard 8 - 1 YEAR SUBSCRIPTION	VCF-VSP-STD-8	72	\$53.00	\$3,816.00
3	Intech Southwest Services - HPE SimpliVity Hyperconverged SAN + 3 Node Installation for Medina Valley ISD	SAN/SERVER INSTALLATION	1	\$4,500.00	\$4,500.00

Note: SOW:

INSTALLATION AND CONFIGURATION OF 3 HPE SERVERS AND HPE SIMPLIVITY INTO MEDINA VALLEY ISD NETWORK WITH THE HELP OF HPE START UP SERVICES
INCLUDES PRE-INSTALLATION MEETINGS, PLANNING AND DISCOVERY AS WELL AS 90 POST INSTALLATION SUPPORT AS WELL

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

Subtotal:	\$112,315.35
Product Subtotal:	\$112,315.35
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$112,315.35



Intech Southwest
 4778 Research Drive
 San Antonio, Texas
 United States
<http://www.intechsouthwest.com>
 (P) 210-690-0000
 (F) 210-690-0200

Quotation (Open)	
Date	Dec 06, 2024 02:54 PM CST
Modified Date	Dec 06, 2024 03:14 PM CST
Quote #	436179 - rev 1 of 1
Description	HPE SIMPLIVITY 3 NODE SAN ARRAY + VMWARE + INSTALLATION
SalesRep	Lopez, Sam (P) 210-690-0000
Customer Contact	Laleman, Scott scott.laleman@mvisd.org










Customer
 Medina Valley ISD (MED400)
 Laleman, Scott
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2243 x 1104
 (F) 830-931-4050 x 1157

Bill To
 Medina Valley ISD
 Payable, Accounts
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2514
 (F) 830-931-4050

Ship To
 Medina Valley ISD
 Payable, Accounts
 8449 FM 471 South
 Castroville, TX 78009
 United States
 (P) 830-931-2514
 (F) 830-931-4050

Customer PO:	Terms: Purchase Order (Net 30 Days)	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
TEXAS DIR TSO-4160						
1		SIMPLIVITY 3 NODE 69TB 768GB MEMORY HYPERCONVERGED STORAGE ARRAY				
		HPE SimpliVity 380 Gen10+ CTO Node	S1J98A	3		
		Intel Xeon Gold 6342 2.8 GHz - 24-core - 36 MB cache - for ProLiant DL360 Gen10, DL380 Gen10; Synergy 480 Gen10	P36936-B21	3		
		HPE SmartMemory DDR4 - module - 32 GB - DIMM 288-pin - 3200 MHz / PC4-25600 - CL22 - registered - ECC	P06033-B21	24		
		HPE Storage drive cage - 2.5" - for ProLiant DL380 Gen10, DL385 Gen10	P26930-B21	3		
		HPE SIMPLIVITY 3.84TB SATA RI BC MV SSD	S1J89A	18		
		HPE x8/x16/x8 Primary Riser Kit Riser card - factory integrated - for ProLiant DL380 Gen10 Plus, DL380 Gen10 Plus Network Choice	P37038-B21	3		
		HPE NS204i-p Gen10 Plus Storage controller - M.2 - M.2 NVMe Card / PCIe 3.0 (NVMe) - for Edgeline e920; ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, ML30 Gen10, XL675d Gen10	P12965-B21	3		
		Broadcom BCM57414 Network adapter - PCIe 3.0 x8 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 - for ProLiant DL20 Gen10, DL325 Gen10, DL360 Gen10, DL380 Gen10, ML30 Gen10, XL220n Gen10	P26262-B21	3		
		HPE 96W Smart Storage Storage device battery - lithium ion - for Apollo 4200 Gen10; ProLiant DL360 Gen10, DL365 Gen10, DL380 Gen10, ML30 Gen10	P01366-B21	3		
		HPE Smart Array P816i-a SR Gen10 Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - RAID RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - for ProLiant DL345 Gen10, DL360 Gen10, DL380 Gen10	804338-B21	3		
		Broadcom BCM57414 Network adapter - OCP 3.0 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 - for ProLiant DL325 Gen10, DL345 Gen10, DL360 Gen10, DL380 Gen10, DX360 Gen10, XL220n Gen10	P10115-B21	3		
		HPE Maximum Performance Fan Kit System fan kit - for ProLiant DL345 Gen10, DL380 Gen10, DL385 Gen10	P14608-B21	3		
		HPE Power supply - hot-plug (plug-in module) - Flex Slot - 80 PLUS Titanium - AC 200-240 V - 1000 Watt	P03178-B21	6		
		HPE Integrated Lights-Out Advanced License + 3 Years 24x7 Support - 1 server - for ProLiant DL160 Gen10, DL20 Gen10, DL580 Gen9, DX360 Gen10, ML30 Gen10, XL290n Gen10	BD505A	1		247
		HPE SimpliVity 380 G 1 Processor 3.84TB 6 SSD RTU	S1N07A	3		

	HPE System cabinet bezel kit - 2U - for Apollo 4200 Gen10, r2600 Gen10; Cloudline CL2800 Gen10; ProLiant DL180 Gen10, DL380 Gen10	867809-B21	3		
	HPE Trusted Platform Module 2.0 Gen10 Plus Rivets Kit - black - for ProLiant DL325 Gen10, DL360 Gen10, DL380 Gen10, DX360 Gen10; Synergy 480 Gen10	P13771-B21	3		
	HPE SFF Easy Install Rack rail kit - 2U - for ProLiant DL345 Gen10, DL380 Gen10, DL385 Gen10	P22018-B21	3		
	HPE High Performance Video card heatsink - for ProLiant DL380 Gen10 Plus, DL380 Gen10 Plus Network Choice	P27095-B21	3		
	HPE SimpliVity 380 Gen10+ Soln Trk	S2A12A	3		
	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch M-Series - switch - half width - L3 - managed - 18 x 1/10/25 Gigabit SFP28 + 4 x 40 Gigabit / 100 Gigabit QSFP28 - back to front airflow - rack-mountable	S2T75A	2		
	HPE X240 Direct Attach Copper Cable 100GBase direct attach cable - QSFP28 (M) to QSFP28 (M) - 3.3 ft - for Apollo 4200, 4200 Gen10; FlexFabric 12900E 36, 12XXX, 5930 2QSFP+, 5930 32, 5930 4-slot	JL271A	2		
	HPE SFP28 transceiver module - 25GbE - 25GBase-SR - LC multi-mode - up to 328 ft - 850 nm	Q2P64B	8		
	HPE 10GBE SFP+ SR MM 300M XCVR	Q6M30A	4		
	HPE Copper Cable 25GBase direct attach cable - SFP28 (M) to SFP28 (M) - 10 ft - for HPE SN2410, SN2410M 25; Primera 600, 600 2-way, 600 4-way; StoreOnce 36XX, 52XX; CX 8360	844477-B21	4		
	HPE Network adapter - QSFP28 to SFP28 - for StoreFabric SN2100M 100GbE; Synergy 12000 Frame; CX 8360-48XT4C v2	845970-B21	4		
	HPE SimpliVity 380 HW Startup SVC	HA114A1#5LY	3		
	HPE M-series CL NOS Startup SVC	HA114A1#V22	2		
	HPE Pointnext Tech Care Essential Service Technical support - for HPE Integrated Lights-Out (iLO) Advanced Pack non Blade - Per Socket License - phone consulting - 5 years - 24x7 - response time: 15 min	HU4A6A5#R2M	3		
	HPE SVT 380 Gen10+ CTO Node Support	HU4A6A500LA	3		
	HPE SVT 380G 1P 3.84TB 6SSD RTU SUPPORT	HU4A6A500LN	3		
	HPE SN2010M Switch w/NVD Support	HU4A6A500N7	2		
	HPE SimpliVity 380 SW Startup SVC	HA124A1#5LZ	3		
	Bundle Subtotal		1	\$103,999.35	\$103,999.35
2	VMware vSphere Standard 8 - 1 YEAR SUBSCRIPTION	VCF-VSP-STD-8	72	\$53.00	\$3,816.00
3	Intech Southwest Services - HPE SimpliVity Hyperconverged SAN + 3 Node Installation for Medina Valley ISD	SAN/SERVER INSTALLATION	1	\$4,500.00	\$4,500.00

Note: SOW:

INSTALLATION AND CONFIGURATION OF 3 HPE SERVERS AND HPE SIMPLIVITY INTO MEDINA VALLEY ISD NETWORK WITH THE HELP OF HPE START UP SERVICES
INCLUDES PRE-INSTALLATION MEETINGS, PLANNING AND DISCOVERY AS WELL AS 90 POST INSTALLATION SUPPORT AS WELL

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

Subtotal:	\$112,315.35
Product Subtotal:	\$112,315.35
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$112,315.35

Account name: 10797698

MEDINA VALLEY ISD
 8449 FM 471 S
 CASTROVILLE TX 78009-5313

SHIP-TO

MEDINA VALLEY ISD
 8449 FM 471 S
 CASTROVILLE TX 78009-5313

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0227964363
Document Date	: 20-NOV-2024
PO Number	:
PO Release	:
Sales Rep	: Lupe Perez
Email	: LUPE.PEREZ@INSIGHT.COM
Phone	: +17372473771
Sales Rep 2	: Joe Pasipanki
Email	: JOSEPH.PASIPANKI@INSIGHT.COM
Phone	: +12036592447

Material	Material Description	Quantity	Unit Price	Extended Price
VCF-VSP-FND-8-MEVI	MEDINA VALLEY ISD VMWARE VSPHERE FNDTN Coverage Dates: 20-NOV-2024 - 20-NOV-2027 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	111.80	10,732.80
VCF-VSAN-8-MEVI	VMware Cloud Foundation vSAN (v. 8) - license - 1 license Coverage Dates: 20-NOV-2024 - 20-NOV-2025 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	156.52	15,025.92
VCF-VSP-FND-8-MEVI	MEDINA VALLEY ISD VMWARE VSPHERE FNDTN Coverage Dates: 20-NOV-2025 - 20-NOV-2026 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	111.80	10,732.80
VCF-VSAN-8-MEVI	VMware Cloud Foundation vSAN (v. 8) - license - 1 license Coverage Dates: 20-NOV-2025 - 20-NOV-2026 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	156.52	15,025.92
VCF-VSP-FND-8-MEVI	MEDINA VALLEY ISD VMWARE VSPHERE FNDTN Coverage Dates: 20-NOV-2026 - 20-NOV-2027 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	111.80	10,732.80
VCF-VSAN-8-MEVI	VMware Cloud Foundation vSAN (v. 8) - license - 1 license Coverage Dates: 20-NOV-2026 - 20-NOV-2027 STATE OF TEXAS DIR - SOFTWARE AND SAAS(# DIR-TSO-4341)	96	156.52	15,025.92

Product Subtotal	77,276.16
TAX	0.00
Total	77,276.16

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Lupe Perez
+17372473771
LUPE.PEREZ@INSIGHT.COM

Joe Pasipanki
+12036592447
JOSEPH.PASIPANKI@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Account name: 10797698

MEDINA VALLEY ISD
 8449 FM 471 S
 CASTROVILLE TX 78009-5313

SHIP-TO

MEDINA VALLEY ISD
 8449 FM 471 S
 CASTROVILLE TX 78009-5313

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0227960686
Document Date	: 19-NOV-2024
PO Number	:
PO Release	:
Sales Rep	: Lupe Perez
Email	: LUPE.PEREZ@INSIGHT.COM
Phone	: +17372473771
Sales Rep 2	: Joe Pasipanki
Email	: JOSEPH.PASIPANKI@INSIGHT.COM
Phone	: +12036592447

Material	Material Description	Quantity	Unit Price	Extended Price
7D6WS2F800	LENOVO THINKAGILE VX650 V3 INTEGRATED NTEL XEON SILVER 4514Y 16C 150W 2.0GHZ PROCESSOR OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 18449.99 Discount: 2.000%	3	18,080.99	54,242.97
5WS7B99353	3YR PREMIER 24X7 4HR RESP OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1238.99 Discount: 2.500%	3	1,208.02	3,624.06
5PS7B99359	3YR KYD ADD-ON OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 66.99 Discount: 2.493%	3	65.32	195.96
5AS7B15971	Lenovo Hardware Installation Services - installation OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 675.99 Discount: 2.500%	3	659.09	1,977.27
5MS7A87711	Lenovo Remote Base Deployment - deployment OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 9060.99 Discount: 2.500%	1	8,834.47	8,834.47

Product Subtotal	54,242.97
Services Subtotal	14,631.76
TAX	0.00
Total	68,874.73

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Lupe Perez
+17372473771
LUPE.PEREZ@INSIGHT.COM

Joe Pasipanki
+12036592447
JOSEPH.PASIPANKI@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



United Data Technologies Inc
 2900 Monarch Lakes Blvd, Suite 300
 Miramar, Florida 33027
 United States
 (P) 954-308-5100

Quotation (Open)	
Date Oct 10, 2024 03:49 PM EDT	Expiration Date 11/09/2024
Modified Date Oct 10, 2024 03:55 PM EDT	
Quote # COQO-64142 - rev 1 of 1	
Description Medina ISD - NX-1365 VM Solution	
SalesRep Melgar, David (P) 954-308-5100	
Customer Contact Laleman, Scott (P) (830) 931-2243 scott.laleman@mvisd.org	

Customer
 Medina Valley ISD (9650)
 Laleman, Scott
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269

Bill To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Ship To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Customer PO:	Terms: ACH / EFT Payment	Ship Via: Other None
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
System 1					
1	24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	S-HW-PRD	3	\$1,268.49	\$3,805.47
2	SUPPORT TERM IN MONTHS	SUPPORT-TERM	36	\$0.00	\$0.00
3	Service, Infrastructure Deployment - On-Premises NCI Cluster - Nutanix AHV. For each quantity purchased, deployment is limited to 1 node. A maximum of 64 nodes distributed in up to 4 on-premises NCI clusters of a single hypervisor type at a single physical site.	CNS-INF-A-SVC-DEP-ONP-AHV	4	\$2,756.48	\$11,025.92
4	SERVICE, FASTTRACK FOR MOVE APPLICATION MIGRATION Deployment - 2 days	CNS-INF-FST-MOVE	1	\$5,011.27	\$5,011.27
5	INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. MIGRATION OF 3-TIER VMS TO NUTANIX AT A SINGLE SITE. 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. Infrastructure Modernization Service Offering. Migration of 3-tier VMs to Nutanix at a single site.	CNS-INF-A-SVC-MIG-VMS	5	\$2,103.08	\$10,515.40
6	NUTANIX AHV HYPERVISOR	AHV	5	\$0.00	\$0.00
7	SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE FOR EDGE SITES & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 VM	SW-NCI-E-STR-PR	25	\$1,242.06	\$31,051.50
8	TERM IN MONTHS Term License - term in months	TERM-MONTHS	36	\$0.00	\$0.00
9	PLATFORM INTEGRATION FEE	PLATFORM INTEGRATION	1	\$0.00	\$0.00
System 2					
10	NX-1365-G9, 3 NODE 2X INTEL XEON-GOLD 5416S PROCESSOR (2.0 GHZ/ 16-CORE/ 150W, SAPPHIRE RAPIDS) PER NODE	NX-1365-G9-5416S-CM	1	\$22,700.27	\$22,700.27
11	32GB MEMORY MODULE (4800MHZ DDR5 RDM)	C-MEM-32GB-4800-CM	24	\$166.32	\$3,991.68
12	8TB, 3.5IN HDD	C-HDD-8TB-AB-CM	6	\$299.20	\$1,795.20
13	3.84 TB SSD	C-SSD-3.84TB-B-CM	3	\$700.43	\$2,101.29
14	LOM MODULE: BROADCOM 10GBE, 2- PORT, BASE-T NIC (BCM 57416)	C-LOM-10G2D1BT-CM	3	\$280.24	\$840.72
15	NO NIC SELECTED	C-NIC-NONE-CM	1	\$0.00	\$0.00
16	C13/C14, 15A, 4FT POWER CORD C13/C14, 15A, 4ft Power cord	C-PWR-4FC13C14B-CM	2	\$10.03	\$20.06
17	TPM 2.0 MODULE UNPROVISIONED	C-TPM-2.0-U-	3	\$77.16	\$231.48

Freight	1	\$275.00	\$275.00
Services - B			

Customer may purchase the Products listed herein by Customer's Purchase Order (PO) or by signing and returning this Quote to UDT.

By accepting and signing this Quote, issuing a PO for the Product(s), or otherwise accepting the Product(s), Customer agrees that Customer's purchase and use of the Product(s) is governed by the UDT Terms and Conditions for Product Purchases (which can be found at https://udtonline.com/product_terms/) and, if applicable, any Manufacturer's terms (collectively, the T&Cs). Notwithstanding the foregoing, if a separate agreement is expressly written on this Quote, that agreement shall apply in addition to the T&Cs and shall have precedence over the T&Cs. Any additional or different terms in any PO or other documents from Customer are material alterations to the T&C's, are rejected, and will not be binding on UDT. Customer's purchase of any of UDT's services requires a separate written Service Agreement and these T&Cs shall be superseded by the terms in any such Services Agreement.

Subtotal:	\$93,365.26
Tax (.0000%):	\$0.00
Misc:	\$0.00
Total:	\$93,365.26

CUSTOMER HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE T&Cs.

Client

Name: _____

Title: _____

Signature: _____

Date: _____



United Data Technologies Inc
 2900 Monarch Lakes Blvd, Suite 300
 Miramar, Florida 33027
 United States
 (P) 954-308-5100

Quotation (Open)	
Date Oct 10, 2024 03:44 PM EDT	Expiration Date 11/09/2024
Modified Date Oct 10, 2024 04:04 PM EDT	
Quote # COQO-64141 - rev 1 of 1	
Description Medina ISD - NX-3360 Core Solution	
SalesRep Melgar, David (P) 954-308-5100	
Customer Contact Laleman, Scott (P) (830) 931-2243 scott.laleman@mvisd.org	

Customer
 Medina Valley ISD (9650)
 Laleman, Scott
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269

Bill To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Ship To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Customer PO:	Terms: ACH / EFT Payment	Ship Via: Other None
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
System 1					
1	24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	S-HW-PRD	3	\$1,483.80	\$4,451.40
2	SUPPORT TERM IN MONTHS	SUPPORT-TERM	36	\$0.00	\$0.00
3	SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE ONE-TIME NUTANIX LAUNCHPAD PROMOTIONAL OFFER FOR NEW CUSTOMERS ONLY RENEWALS AT NON-PROMOTIONAL PRICE	PROMO-SW-NCI-STR-PR	96	\$613.61	\$58,906.56
4	TERM IN MONTHS Term License - term in months	TERM-MONTHS	36	\$0.00	\$0.00
5	Service, Infrastructure Deployment - On-Premises NCI Cluster - Nutanix AHV. For each quantity purchased, deployment is limited to 1 node. A maximum of 64 nodes distributed in up to 4 on-premises NCI clusters of a single hypervisor type at a single physical site.	CNS-INF-A-SVC-DEP-ONP-AHV	3	\$3,418.26	\$10,254.78
6	SERVICE, FASTTRACK FOR MOVE APPLICATION MIGRATION Deployment - 2 days	CNS-INF-FST-MOVE	1	\$5,011.27	\$5,011.27
7	INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. MIGRATION OF 3-TIER VMS TO NUTANIX AT A SINGLE SITE. 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. Infrastructure Modernization Service Offering. Migration of 3-tier VMs to Nutanix at a single site.	CNS-INF-A-SVC-MIG-VMS	5	\$2,103.08	\$10,515.40
8	NUTANIX AHV HYPERVISOR	AHV	5	\$0.00	\$0.00
9	PLATFORM INTEGRATION FEE	PLATFORM INTEGRATION	1	\$0.00	\$0.00
System 2					
10	NX-3360-G9, 3 NODE 2X INTEL XEON-GOLD 5416S PROCESSOR (2.0 GHZ/ 16-CORE/ 150W, SAPPHIRE RAPIDS) PER NODE	NX-3360-G9-5416S-CM	1	\$23,344.71	\$23,344.71
11	64GB MEMORY MODULE (4800MHZ DDR5 RDM)	C-MEM-64GB-4800-CM	12	\$346.82	\$4,161.84
12	NO HDD	C-HDD-NONE-CM	1	\$0.00	\$0.00
13	3.84 TB SSD	C-SSD-3.84TB-B-CM	12	\$700.43	\$8,405.16
14	LOM MODULE: BROADCOM 10GBE, 2- PORT, BASE-T NIC (BCM 57416)	C-LOM-10G2D1BT-CM	3	\$280.24	\$840.72
15	NO NIC SELECTED	C-NIC-NONE-CM	1	\$0.00	\$0.00
16	C20/C21, 20A, 6FT POWER CORD	C-PWR-6FC20C21A-CM	2	\$36.96	\$73.92

255

18 Shipping

Freight	1	\$275.00	\$275.00
Services - B			

Customer may purchase the Products listed herein by Customer's Purchase Order (PO) or by signing and returning this Quote to UDT.

Subtotal:	\$126,472.24
Tax (.0000%):	\$0.00
Misc:	\$0.00
Total:	\$126,472.24

By accepting and signing this Quote, issuing a PO for the Product(s), or otherwise accepting the Product(s), Customer agrees that Customer's purchase and use of the Product(s) is governed by the UDT Terms and Conditions for Product Purchases (which can be found at https://udtonline.com/product_terms/) and, if applicable, any Manufacturer's terms (collectively, the T&Cs). Notwithstanding the foregoing, if a separate agreement is expressly written on this Quote, that agreement shall apply in addition to the T&Cs and shall have precedence over the T&Cs. Any additional or different terms in any PO or other documents from Customer are material alterations to the T&C's, are rejected, and will not be binding on UDT. Customer's purchase of any of UDT's services requires a separate written Service Agreement and these T&Cs shall be superseded by the terms in any such Services Agreement.

CUSTOMER HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE T&Cs.

Client

Name: _____

Title: _____

Signature: _____

Date: _____



United Data Technologies Inc
 2900 Monarch Lakes Blvd, Suite 300
 Miramar, Florida 33027
 United States
 (P) 954-308-5100

Quotation (Open)	
Date Oct 10, 2024 03:35 PM EDT	Expiration Date 11/09/2024
Modified Date Oct 10, 2024 04:02 PM EDT	
Quote # COQO-64140 - rev 1 of 1	
Description Medina ISD - NX-3360 VM Solution	
SalesRep Melgar, David (P) 954-308-5100	
Customer Contact Laleman, Scott (P) (830) 931-2243 scott.laleman@mvisd.org	

Customer
 Medina Valley ISD (9650)
 Laleman, Scott
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269

Bill To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Ship To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Customer PO:	Terms: ACH / EFT Payment	Ship Via: Other None
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
System 1					
1	24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	S-HW-PRD	3	\$1,483.80	\$4,451.40
2	SUPPORT TERM IN MONTHS	SUPPORT-TERM	36	\$0.00	\$0.00
3	Service, Infrastructure Deployment - On-Premises NCI Cluster - Nutanix AHV. For each quantity purchased, deployment is limited to 1 node. A maximum of 64 nodes distributed in up to 4 on-premises NCI clusters of a single hypervisor type at a single physical site.	CNS-INF-A-SVC-DEP-ONP-AHV	3	\$3,418.26	\$10,254.78
4	SERVICE, FASTTRACK FOR MOVE APPLICATION MIGRATION Deployment - 2 days	CNS-INF-FST-MOVE	1	\$5,011.27	\$5,011.27
5	INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. MIGRATION OF 3-TIER VMS TO NUTANIX AT A SINGLE SITE. 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. Infrastructure Modernization Service Offering. Migration of 3-tier VMs to Nutanix at a single site.	CNS-INF-A-SVC-MIG-VMS	5	\$2,103.08	\$10,515.40
6	NUTANIX AHV HYPERVISOR	AHV	5	\$0.00	\$0.00
7	SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE FOR EDGE SITES & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 VM	SW-NCI-E-STR-PR	25	\$1,242.06	\$31,051.50
8	TERM IN MONTHS Term License - term in months	TERM-MONTHS	36	\$0.00	\$0.00
9	PLATFORM INTEGRATION FEE	PLATFORM INTEGRATION	1	\$0.00	\$0.00
System 2					
10	NX-3360-G9, 3 NODE 2X INTEL XEON-GOLD 5416S PROCESSOR (2.0 GHZ/ 16-CORE/ 150W, SAPPHIRE RAPIDS) PER NODE	NX-3360-G9-5416S-CM	1	\$23,344.71	\$23,344.71
11	64GB MEMORY MODULE (4800MHZ DDR5 RDM)	C-MEM-64GB-4800-CM	12	\$346.82	\$4,161.84
12	NO HDD	C-HDD-NONE-CM	1	\$0.00	\$0.00
13	3.84 TB SSD	C-SSD-3.84TB-B-CM	12	\$700.43	\$8,405.16
14	LOM MODULE: BROADCOM 10GBE, 2- PORT, BASE-T NIC (BCM 57416)	C-LOM-10G2D1BT-CM	3	\$280.24	\$840.72
15	NO NIC SELECTED	C-NIC-NONE-CM	1	\$0.01	\$0.01
16	C20/C21, 20A, 6FT POWER CORD	C-PWR-6FC20C21A-CM	2	\$36.96	\$73.92
17	TPM 2.0 MODULE UNPROVISIONED	C-TPM-2.0-U-	3	\$77.16	\$231.48
					\$73,257

Freight	1	\$275.00	\$275.00
Services - B			

Customer may purchase the Products listed herein by Customer's Purchase Order (PO) or by signing and returning this Quote to UDT.

By accepting and signing this Quote, issuing a PO for the Product(s), or otherwise accepting the Product(s), Customer agrees that Customer's purchase and use of the Product(s) is governed by the UDT Terms and Conditions for Product Purchases (which can be found at https://udtonline.com/product_terms/) and, if applicable, any Manufacturer's terms (collectively, the T&Cs). Notwithstanding the foregoing, if a separate agreement is expressly written on this Quote, that agreement shall apply in addition to the T&Cs and shall have precedence over the T&Cs. Any additional or different terms in any PO or other documents from Customer are material alterations to the T&C's, are rejected, and will not be binding on UDT. Customer's purchase of any of UDT's services requires a separate written Service Agreement and these T&Cs shall be superseded by the terms in any such Services Agreement.

Subtotal:	\$98,617.19
Tax (.0000%):	\$0.00
Misc:	\$0.00
Total:	\$98,617.19

CUSTOMER HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE T&Cs.

Client

Name: _____

Title: _____

Signature: _____

Date: _____



Statement of Work



SERVERS AND STORAGE

PREPARED FOR: MEDINA VALLEY ISD



This Statement of Work (“SOW”), effective as of 10/11/2024, by and between **United Data Technologies, Inc. (“UDT”)** with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and **Medina Valley ISD (“Client”)** with its registered office address at 8449 F M 471 S Castroville, TX 78009-9531 United States (each a “Party” and together the “Parties”).

WORKING WITH UDT

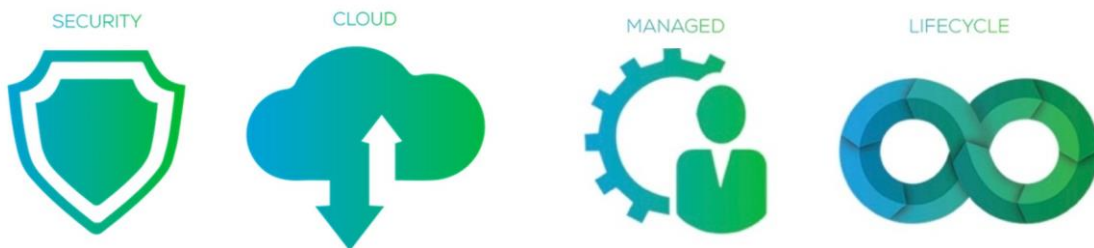
OBJECTIVE

- To document the responsibilities of all parties taking part in the Agreement.
- To define the services to be delivered by UDT and the level of service that can be expected by the Client.
- To ensure that UDT achieves a high quality of service for end users with the full support of the Client.
- To define the commencement of the Agreement, its initial term, and the provision for renewals.

WORKING WITH UDT

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market, and enterprise Clients. UDT is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, UDT quickly established its reputation as the technological resource of choice for its clients. Our organization subscribes to a Total Solutions Approach that includes traditional Consulting, Design, and Engineering Services; as well as a unique approach to Managing Infrastructure, Security, Cloud, and Device Lifecycles for our Clients.



PROJECT OVERVIEW

- *Check in with local site contact: Scott Laleman, Director of Technology*
- *On site contact will show technician(s) where the network gear is and then lead them to the Data Closet.*
- *Technicians will install side rails into the rack.*
- *Technician(s) will install an NX series block. The node(s) should already be inserted into the block.*
- *Technicians will install C-13/C-14 adapter power cables.*
- *Technicians will connect the NX block nodes utilizing the Nutanix installation guide and provided cables.*
- *Technician(s) will clean up work areas and remove waste materials from location.*

CHANGE REQUEST PROCESS

If the Parties wish to change or modify an existing Statement of Work, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a “Change Order”). No changes to a SOW shall become effective until both Parties have mutually agreed upon and executed the Change Order Form. When charges are necessary to analyze a change, **UDT** will provide a written estimate and begin the analysis on written authorization from Client. The terms of a mutually agreed upon Change Request will prevail over those of this SOW or any previous Change Request Form.



BILLING SCHEDULE AND PAYMENT TERMS

Pricing is effective for the 60 days following 10/11/2024

FIXED PRICE SERVICES

These services will be delivered on a fixed price basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Milestone Name	Price
Installation Only	\$1,701.36
Total	\$1,701.36

SIGNATURES

This SOW may be executed by the Parties in counterparts which together shall constitute one and the same SOW among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SOW TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

By signing below, each party acknowledges that it has read and understood the terms of this SOW and agrees to be bound by these terms.

Medina Valley ISD	UNITED DATA TECHNOLOGIES, INC.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

TERMINATION

This Statement of Work “SOW” may be terminated by either Party if the other Party breaches any of its material obligations under this SOW and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect Client’s obligation to make payments as a result of events that occurred prior to termination. To the extent that the Services include the hosting, maintaining or otherwise managing of any Client data where Client does not otherwise have the ability to download a copy of such Client data, UDT shall provide Client with a copy of such Client data within thirty (30) days after the effective date of termination in a standard, electronic format to be mutually agreed upon by the parties. UDT has no obligation to retain, and reserves the right to dispose of, all Client data after such time period.

MANUFACTURER PRODUCT DEFECTS

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor’s recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

EMPLOYEE NON-SOLICITATION

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month’s base salary at the rate provided to that employee by the Party in breach of this provision.

NOTICES

Legal notices shall be sent via electronic mail and First-Class Mail to the individuals named in the SOW, and copied to:

To UDT:

United Data Technologies, Inc.

2900 Monarch Lakes Blvd. Ste 300, Miramar, FL 33027

To Client:

Medina Valley ISD

8449 F M 471 S Castroville, TX 78009-9531 United States

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other Party or to such other designee as may be

set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

WARRANTY

UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Statement of Work. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to Services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Statement of Work that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware. Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

SUPPORT AND SECURITY

Unless otherwise expressly provided in this SOW, UDT is not responsible for any information stored or transferred via the Services, for backing up or maintaining copies of any data (including, without limitation, Client data, or for the removal or disposal of any confidential, proprietary, or personal information. Unless otherwise expressly provided in this SOW, UDT is not responsible for managing Client's network environment. UDT shall not attempt to access Client's secure network(s) or other information systems without Client's prior consent, either via its personnel performing Services onsite, or remotely. To the extent reasonably required for the provision of the Services, Client hereby grants UDT the right to use Client Data subject to this SOW.

For the term of this SOW, UDT shall implement and maintain any applicable access security protocols set forth in this SOW. Notwithstanding the foregoing, Client acknowledges that (i) neither those protocols nor any security software guarantees the security of Client's network, (ii) Client is responsible for all other aspects of security, including without limitation, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Client's network, and a physically and electronically secure operating environment and (iii) Client is responsible for any claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols, unless such claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols were caused by UDT's gross negligence or intentional misconduct.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE STATEMENT OF WORK, HOWEVER CAUSED AND ON ANY

THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH OF UDT'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS SOW, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS SOW SHALL BE LIMITED TO THE AMOUNT OF SERVICE FEES PAID OR PAYABLE UNDER THE SOW WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM. THE PARTIES AGREE TO HOLD EACH OTHER HARMLESS FOR ANY INJURIES TO PERSONS OR PROPERTY CAUSED BY THE INTENTIONAL AND WILLFUL ACTS OR GROSS NEGLIGENCE OF EACH PARTY IN THE PERFORMANCE OF SERVICES IN THIS SOW. NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING INJUNCTIVE RELIEF.

INDEMNIFICATION

Each Party will defend the other, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that Party's gross negligence or intentional misconduct, and indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Section. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right to employ counsel at its own expense and participate in the defense. Client will defend UDT, and each of its respective directors, officers, agents, and employees (collectively, the "UDT Indemnitee"), against any unaffiliated third party claim arising out of, resulting from or otherwise in connection with any security breach of Client's network and any failure or breach of the access security protocols set forth in this SOW, and indemnify the UDT Indemnitee from all resulting damages provided that UDT shall promptly notify Client in writing of the claim, provide Client sole control over the defense and/or settlement of such claim with Client's choice of counsel, and at Client's request and expense, provide full information and reasonable assistance to Client with respect to such claim. Notwithstanding the prior sentence, (a) UDT's failure to give prompt notice of the claim shall not relieve Client of its obligations under this Section except to the extent such failure prejudices Client's defense of the matter and (b) Client shall not be obligated to defend or be liable in any manner under this Section to the extent any such unaffiliated third party claim arises out of UDT's gross negligence or intentional misconduct.

INSURANCE

At all times during the terms of this SOW, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

1. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this SOW;
2. Worker's Compensation with limits no less than the minimum amount required by applicable law; and
3. Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per

occurrence and \$2,000,000 in the aggregate.

Upon the written request of client, UDT shall provide Client with copies of the certificates of insurance for all insurance coverage required under this Section.

CONFIDENTIALITY

The following information is “Confidential Information”: (i) as to both parties, the terms of this SOW, and all information exchanged by the parties during negotiations culminating in this SOW and during the Term of this SOW, any information related to a Party’s performance of, or failure to perform, this SOW, and any information that is marked or designated as “Confidential” or with like notice; (ii) as to the Party disclosing the information, any information related to that Party’s assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, clients, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Client, data center locations, data center designs (including non-graphic information observed at Client’s data center), Client data but excluding in all cases any information which is independently developed by the other Party as shown by such Party’s written business records, or information that becomes generally available to the public other than through breach of this SOW, or violation of law or other agreement. Each Party agrees not to disclose the other Party’s Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this SOW and who are bound by written non-disclosure obligations at least as stringent as those stated in this SOW; provided, however, that a Party will not be liable for disclosure of the other Party’s Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other Party at the earliest possible time, or the Party discloses the information as part of a bona fide legal proceeding to enforce its rights under this SOW. Each Party agrees to use at least a reasonable degree of care to protect the other Party’s Confidential Information. Each Party agrees not to use the other Party’s Confidential Information except in connection with the performance of its obligations or exercise of its rights under this SOW. Each Party shall return or destroy the other Party’s Confidential Information on completion of the Services, or earlier on request of the other Party, provided that a Party may retain the other Party’s Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a Party, an officer of the other Party shall certify its compliance with the preceding sentence.

TRADEMARKS AND INTELLECTUAL PROPERTY

Neither Party may use the other Party’s name, logo, trade or service marks, or similar indicia (each a “Trademark”) without the other Party’s prior written consent. Any authorized use shall be subject to the Trademark owner’s mark usages guidelines provided to the other or published on its website. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this SOW. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

OWNERSHIP AND LICENSES

Upon UDT's receipt of payment in full with regard to a particular Deliverable, Client shall own all right, title and interest in and to such Deliverable, including any derivative or modification rights to the Deliverable, excluding any Technology embedded within such Deliverable. A Deliverable is deemed to be a "Work Made for Hire" as set forth in the United States Copyright Act of 1976 or if for any reason held not to be a work made for hire, UDT hereby assigns all of its right, title, and interest in such Deliverable to Client.

To the extent that any UDT Technology is intangible and embedded within any of the Deliverables, UDT hereby grants Client a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive, non-transferable license to use such UDT Technology solely in connection with the Deliverables; provided, however, that the UDT Technology is still subject to any use restrictions specified in this SOW and UDT may revoke any use of the UDT Technology, which is outside the license grant as set forth herein. UDT has the right and title to grant all such licenses necessary for Client to own and/or use the Deliverables as set forth herein.

The UDT Technology is personal property of UDT, and the Third Party Technology is personal property of the Third Party Technology provider. No title, equity, ownership or right (including any license right) in or to the UDT Technology or the Third Party Technology in whole or in part shall pass to Client except as otherwise expressly provided by this SOW. Client agrees that it may not pass any right or interest in the UDT Technology or Third Party Technology to any third party and Client shall ensure it takes all necessary steps to protect UDT's and the applicable Third Party Technology providers' rights under this SOW such that neither the UDT Technology nor the Third Party Technology can be construed as a fixture nor shall it become a fixture on the Premises or any other location.

RELATIONSHIP OF THE PARTIES

Each Party is an independent contractor of the other and nothing in this SOW shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the Parties. Although the Parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither Party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as expressly specified in this SOW.

ASSIGNMENT

Client may not assign this SOW without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This SOW shall inure to the benefit of the Parties permitted successors and assigns. UDT has the right to assign, subcontract, or delegate in whole or in part this SOW, or any rights, duties, obligations or liabilities under this SOW, by operation of law or otherwise.

NON-WAIVER

The failure to exercise or delay in exercising a right or remedy under this SOW shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Client's payment of fees is not a waiver of any claims for breach of this SOW.

FORCE MAJEURE

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, environmental conditions at

Premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

CONTROLLING LAW, VENUE, AND COSTS OF SUITS

With respect to disputes which may arise as a result of this SOW in the US, the laws of the State of Florida (exclusive of its choice of law principles) govern this SOW and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida, Broward County, in any dispute arising out of or relating to this SOW. If any action is brought to enforce this SOW, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this SOW.

ENTIRE AGREEMENT

This SOW is the complete and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.



United Data Technologies Inc
 2900 Monarch Lakes Blvd, Suite 300
 Miramar, Florida 33027
 United States
 (P) 954-308-5100

Quotation (Open)	
Date Oct 10, 2024 04:06 PM EDT	Expiration Date 11/09/2024
Modified Date Oct 10, 2024 04:15 PM EDT	
Quote # COQO-64143 - rev 1 of 1	
Description Medina ISD - NX-1365 Core Solution	
SalesRep Melgar, David (P) 954-308-5100	
Customer Contact Laleman, Scott (P) (830) 931-2243 scott.laleman@mvisd.org	

Customer
 Medina Valley ISD (9650)
 Laleman, Scott
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269

Bill To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Ship To
 Medina Valley ISD
 8449 Fm 471 S
 Castroville, TX 780095313
 United States
 (P) 8309312243 ext. 1269
 finance@mvisd.org

Customer PO:	Terms: ACH / EFT Payment	Ship Via: Other None
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
System 1					
1	24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE	S-HW-PRD	3	\$1,268.49	\$3,805.47
2	SUPPORT TERM IN MONTHS	SUPPORT-TERM	36	\$0.00	\$0.00
3	SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE ONE-TIME NUTANIX LAUNCHPAD PROMOTIONAL OFFER FOR NEW CUSTOMERS ONLY RENEWALS AT NON-PROMOTIONAL PRICE	PROMO-SW-NCI-STR-PR	96	\$613.61	\$58,906.56
4	TERM IN MONTHS Term License - term in months	TERM-MONTHS	36	\$0.00	\$0.00
5	Service, Infrastructure Deployment - On-Premises NCI Cluster - Nutanix AHV. For each quantity purchased, deployment is limited to 1 node. A maximum of 64 nodes distributed in up to 4 on-premises NCI clusters of a single hypervisor type at a single physical site.	CNS-INF-A-SVC-DEP-ONP-AHV	4	\$2,756.48	\$11,025.92
6	SERVICE, FASTTRACK FOR MOVE APPLICATION MIGRATION Deployment - 2 days	CNS-INF-FST-MOVE	1	\$5,011.27	\$5,011.27
7	INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. MIGRATION OF 3-TIER VMS TO NUTANIX AT A SINGLE SITE. 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. Infrastructure Modernization Service Offering. Migration of 3-tier VMs to Nutanix at a single site.	CNS-INF-A-SVC-MIG-VMS	5	\$2,103.08	\$10,515.40
8	NUTANIX AHV HYPERVISOR	AHV	5	\$0.00	\$0.00
9	PLATFORM INTEGRATION FEE	PLATFORM INTEGRATION	1	\$0.00	\$0.00
System 2					
10	NX-1365-G9, 3 NODE 2X INTEL XEON-GOLD 5416S PROCESSOR (2.0 GHZ/ 16-CORE/ 150W, SAPPHIRE RAPIDS) PER NODE	NX-1365-G9-5416S-CM	1	\$22,700.27	\$22,700.27
11	32GB MEMORY MODULE (4800MHZ DDR5 RDM)	C-MEM-32GB-4800-CM	24	\$166.32	\$3,991.68
12	8TB, 3.5IN HDD	C-HDD-8TB-AB-CM	6	\$299.20	\$1,795.20
13	3.84 TB SSD	C-SSD-3.84TB-B-CM	3	\$700.43	\$2,101.29
14	LOM MODULE: BROADCOM 10GBE, 2- PORT, BASE-T NIC (BCM 57416)	C-LOM-10G2D1BT-CM	3	\$280.24	\$840.72
15	NO NIC SELECTED	C-NIC-NONE-CM	1	\$0.00	\$0.00
16	C13/C14, 15A, 4FT POWER CORD C13/C14, 15A, 4ft Power cord	C-PWR-4FC13C14B-CM	2	\$10.03	\$20.06

269

18 Shipping

Freight	1	\$275.00	\$275.00
Services - B			

Customer may purchase the Products listed herein by Customer's Purchase Order (PO) or by signing and returning this Quote to UDT.

Subtotal:	\$121,220.32
Tax (.0000%):	\$0.00
Misc:	\$0.00
Total:	\$121,220.32

By accepting and signing this Quote, issuing a PO for the Product(s), or otherwise accepting the Product(s), Customer agrees that Customer's purchase and use of the Product(s) is governed by the UDT Terms and Conditions for Product Purchases (which can be found at https://udtonline.com/product_terms/) and, if applicable, any Manufacturer's terms (collectively, the T&Cs). Notwithstanding the foregoing, if a separate agreement is expressly written on this Quote, that agreement shall apply in addition to the T&Cs and shall have precedence over the T&Cs. Any additional or different terms in any PO or other documents from Customer are material alterations to the T&C's, are rejected, and will not be binding on UDT. Customer's purchase of any of UDT's services requires a separate written Service Agreement and these T&Cs shall be superseded by the terms in any such Services Agreement.

CUSTOMER HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE T&Cs.

Client

Name: _____

Title: _____

Signature: _____

Date: _____



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: December 19, 2024

Agenda item: Consider approving the additional position of Facilities Coordinator to the 2024-2025 Compensation Plan.

Background Information:

In accordance with Board Policy DEA and DEAA (Legal) and (Local), District administration is recommending the following Amendments to the 2024-2025 Compensation Plan

- Facilities Coordinator

Administrative Consideration:

- Facilities Coordinator will oversee all Facilities Use request and assist with Construction

Supporting Documents:

- Job Description

Recommendation:

Administration recommends that the Board approve the Additional Position of Facilities Coordinator to the 2024-2025 Compensation Plan

Medina Valley ISD Job Description School Year 2024-2025

Job Title:	Facilities Coordinator	Wage/Hour Status:	Exempt
Reports to:	Director of Construction	Pay Grade:	AP 02
Dept./Division:	Construction	Contract Days:	231 days

CHARACTERISTIC DUTIES & RESPONSIBILITIES:

Coordinate the opening and equipping of all new construction and renovation projects in the district including portables. Coordinate the facility reservation process and scheduling after-hours events throughout the district, including monitoring safety, providing support, and resolving reservation-related issues.

ENTRY QUALIFICATIONS:

Bachelor's Degree
Valid Texas driver's license
Strong organization, communication, and interpersonal skills
5 years of school business or school operations experience

MAJOR RESPONSIBILITIES AND DUTIES:

Management of Facilities Functions:

- Will act under the direction of the director of construction.
- Serve as district liaison with vendors and installers for the purchase and installation of furniture, fixtures, and equipment for new construction and renovation projects throughout the district.
- Coordinate the selection of furniture, fixtures, and equipment with department directors and campus principals and work cooperatively to develop the district standards for elementary, middle school, and high school campuses.
- Build and administer the furniture, fixtures, and equipment budget for each project based on documented needs and ensure that project funds are managed wisely.
- Compile, maintain, and file all reports, records, and other documents required including warranty and maintenance agreements.
- Coordinate with purchasing and finance to properly obtain bids and quotes for furniture, fixtures, and equipment.
- Develop the schedule and progress monitoring tool for the opening of new campuses and provide periodic updates to district leadership.
- Maintain safety standards in conformance with federal, state, and insurance regulations.
- Manage all scheduling of after-hour events and maintain the district events calendar.
- Coordinate facility operations for reservations including lighting, audio visual equipment, door access, and heating, ventilation, and air conditioning (HVAC); make last minute changes as needed.
- Coordinate use of facilities from outside groups including obtaining required documentation and aiding as needed.
- Determine need for security and custodial staff for each event and coordinate with appropriate departments.

Medina Valley Independent School District will provide its students with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

Medina Valley ISD Job Description School Year 2024-2025

- May be required to be on call after hours and on weekends.
- Assist with developing, implementing, and monitoring district policies and procedures for facility use.
- Post payments, deposit funds, and process invoices in a timely manner.

Organization Improvement:

- Analyze critical needs in assigned areas and work collaboratively to design, implement, refine, and evaluate assigned programs in order to continuously improve the campus/department.
- Work collaboratively with the Director of Construction to ensure all projects are completed on time and within budget.

Professional Growth and Development:

- Continually updates knowledge and skills to provide more productivity as the workload increases.
- Monitors professional, legal, and regulatory information and disseminates to administration and staff.
- Develops needed professional skills appropriate to job assignments.
- Demonstrates behavior that is professional, ethical, responsible, and serves as a role model for all District staff.
- Maintains district records, adhering to all policies set forth by the district for records maintenance and learning the records retention schedule for department records.
- Performs other duties as assigned.

Organization Morale:

- Actively supports the efforts of others.
- Provides for two-way communication with supervisor, fellow directors, principals, teachers, staff, parents, and community.
- Keeps supervisor and fellow directors abreast of decisions, plans, and actions within the scope of the job.

KNOWLEDGE, SKILLS & ABILITIES:

- Knowledge of facility operations pertaining to building and grounds use and related equipment
- Knowledge of facility scheduling systems and reservation practices
- Strong computer software skills
- Knowledge of Board of Trustee policy and district regulation/procedures.
- Skill in implementing communication and collaboration between and among various areas of the organization to enhance service delivery, program development, and customer satisfaction.
- Skill in communicating effectively, both verbally and in writing.
- Ability to effectively present information and respond to inquiries from district personnel.
- Ability to analyze facts and exercise sound judgment in arriving at conclusions.
- Ability to manage budget and personnel.
- Ability to develop and implement long-range plans.

PHYSICAL & MENTAL DEMANDS:

- Maintain emotional control under stress.

Medina Valley Independent School District will provide its students with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

Medina Valley ISD Job Description School Year 2024-2025

- Work with frequent interruptions.
- Use a computer for prolonged periods resulting in repetitive hand motions.
- Lift, carry, and/or move up to 40 lbs. occasionally.
- Sit, stand, and walk for prolonged periods of time.
- Bend, stoop, twist, turn, pull, push, and climb as needed.
- Travel district-wide on a frequent basis and statewide occasionally.

ENVIRONMENTAL FACTORS:

- Work is performed both inside and outside with moderate exposure to the sun, heat, cold, and inclement weather.
- Work involves some exposure to unusual elements, such as dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises.
- Work may be around machinery with moving parts.

Medina Valley ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, military status, or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant’s job qualifications, experience, and abilities. The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Employee Signature: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Approved by: _____ **Date:** _____

Medina Valley ISD

2024-2025 Administrative/Professional Pay Plan

Pay Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
1				Daily	\$308.00	\$369.75	\$442.59
	Accountant	226		187 Days	57,596	69,143	82,764
	Computer System Manager	226		197 Days	60,676	72,841	87,190
	Coordinator - Communications	226		226 Days	69,608	83,564	100,025
	Coordinator - Human Resources	226		242 Days	74,536	89,480	107,107
	Coordinator- Multimedia	226					
	Coordinator - Purchasing	226					
	Coordinator - Safety	226					
	Dietitian	226					
	Digital Application Data Intergration Specialis	226					
	Network AV Security Project Manager	226					
	Nurse (RN)*	187					
	Social Worker	197					
	Special Education Facilitator*	197					
	Speech Language Pathologist Asst	187					
	Supervisor - Custodial	242					
	Supervisor - Payroll	226					
	Supervisor - Transportation	226					
	Truancy Officer	197					
2				Daily	\$325.71	\$391.01	\$468.04
	Asst Director - Child Nutrition	226		197 Days	64,165	77,029	92,204
	Asst Director - Transportation	226		207 Days	67,422	80,939	96,884
	Asst Director - Construction	231		217 Days	70,679	84,849	101,565
	Counselor - ES	197		226 Days	73,610	88,368	105,777
	Counselor - MS	207		231 Days	75,239	90,323	108,117
	Facilities Coordinator	231					
	Lead Counselor- MS	217					
	Librarian	197					
	Specialist - GT	207					
	Specialist- Special Education	207					
3				Daily	\$345.25	\$414.47	\$496.12
	Academic Dean - MS	207		187 Days	64,562	77,506	92,774
	Board Certified Behavior Analyst	207		197 Days	68,014	81,651	97,736
	Coordinator - Bilingual/ELL	226		207 Days	71,467	85,795	102,697
	Coordinator - Core Subjects	226		226 Days	78,027	93,670	112,123
	Coordinator - Assessment and Accountability	226					
	Coordinator- Instructional Technology	226					

	Coordinator - PEIMS	226					
	Coordinator - Evaluations	207					
	Coordinator- Special Education	207					
	Coordinator- Special Funding	226					
	Counselor - HS	207					
	Lead Counselor - HS	226					
	LSSP	197, 207, 226					
	Network Administrator	226					
	Occupational Therapist	187					
	Speech Language Pathologist	187, 197					
	Vice Principal - ES	207					
	Vice Principal - MS	207					
4				Daily	\$365.97	\$439.34	\$525.89
	Academic Dean - HS	226	207	Days	75,756	90,943	108,859
	Coordinator - DAEP	207	226	Days	82,709	99,291	118,851
	Vice Principal - HS	226					
	Police Chief	226					
5				Daily	\$387.93	\$465.70	\$557.44
	Director - Child Nutrition	226	226	Days	87,672	105,248	125,981
	Director - Communications	226	242	Days	93,879	112,699	134,900
	Director - CTE	226					
	Director - Curriculum	226					
	Director - Fine Arts	226					
	Director - Health and Safety	226					
	Director- Innovation, Accountability and Student Data	226					
	Director - Maintenance	242					
	Director - Student Support Services	226					
	Director - Transportation	226					
	Principal - ES	226					
6				Daily	\$411.20	\$493.64	\$590.89
	Director - Construction	231	226	Days	92,931	111,563	133,541
	Director - Health and Safety	226	231	Days	94,987	114,031	136,496
	Director - Network Systems	226					
	Director - Special Education	226					
	Principal - MS	226					
7				Daily	\$444.10	\$533.13	\$638.15
	Director - Athletics	226	226	Days	100,367	120,487	144,222
	Director - Finance and Budget	226					

	Director - Human Resources	226					
	Principal - HS	226					
8				Daily	\$479.62	\$575.78	\$689.21
	Exec Director - Schools	226	226	Days	108,394	130,126	155,761
	Exec Director- Safety and Operations	226					
9				Daily	\$517.99	\$621.84	\$744.35
	Asst Superintendent - C&I	226	226	Days	117,066	140,536	168,223
10				Daily	\$575.22	\$696.90	\$839.49
	Chief Financial Officer	226	226	Days	130,000	157,500	189,725
Board Approved 6.24.2024							



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: December 19, 2024

Agenda item: Consider approval of name for High School #2

Background Information

A public community survey was shared in September to collect name submissions for High School #2. After receiving more than 200 submissions, in partnership with a marketing agency, a committee individually reviewed the submissions that met board policy. After ensuring the names met board policy (which states High Schools cannot be named after an individual and must be of geographical or historical significance), the group also considered factors such as: being simple, memorable, distinctive, sustainable and available. The committee narrowed it down to the top three names and then reviewed logo mockups as well to ensure brand alignment. There was a unanimous decision on the final name recommendation.

Supporting Documents

MVISD Board Policy CW(Local)

Recommendation

The High School #2 Naming Committee recommends the board approve the name of Creek View High School for Medina Valley ISD High School #2.

NAMING FACILITIES

CW
(LOCAL)

The responsibility for naming facilities shall rest with the Board.

The Board shall publicly announce its intent to name a new school. The announcement shall provide notice of an opportunity for the community to submit nominations for school names. Nominations shall be submitted on a form provided by the District. Students, staff, and community members may submit nominations.

Guidelines

The following guidelines shall be used when naming school facilities:

Naming Elementary Campuses

Consideration shall be given to naming elementary schools after the area, road, or subdivision in which they are located. Elementary schools shall not be named for individuals.

Naming Middle and High School Campuses

Consideration shall be given to naming middle and high schools to reflect the local heritage, or historical significance, of the school site. Middle schools and high schools shall not be named for individuals.

Naming Specific Buildings or Facilities on a Campus

Classroom buildings that are part of a campus shall not be assigned separate names.

Requests to name specific facilities on a campus (e.g., libraries, band halls, courtyards, amphitheaters, athletic facilities, and the like) shall be considered on a case-by-case basis. Names previously assigned to such facilities shall remain in use.

Committee Membership

The Superintendent may form a committee composed of Board members, administrators, staff, and community members to review proposed names and forward a recommendation to the Superintendent.

Public Dedication

A new school building or major addition to a facility shall be dedicated in a public formal ceremony. There shall be a program or open house to which the Board, students, parents, staff, and community members are invited. All plans for the public formal opening of a school shall be made in cooperation with the principal.

Dedication Plaque

A dedication plaque shall include the following information:

1. The name of the facility;
2. The year it was completed;
3. The names of the members of the Board at the time the contract for the facility was awarded and at the time of dedication of the facility;
4. The name of the Superintendent at the time the contract for the facility was awarded and at the time of dedication of the facility;

NAMING FACILITIES

CW
(LOCAL)

5. The name of the architect or engineer; and
6. The name of the contractor.

The plaque may include information regarding the city and state.
No other information may be included in dedication plaques without
Board approval.

High School #2 Naming Process



Timeline

September	Survey for Submissions
October	Committee Meeting #1
November	Committee Meeting #2
December Board	Committee Recommendation Presented to School

HS #2 Naming Committee



- Committee made up of:
 - Parents
 - Community Members
 - Administration
- Marketing agency will lead the committee and help guide the group through the selection process. Keeping in mind:
 - Best practices
 - Cohesiveness
 - Effectiveness

October 24, 2024 - Committee Meeting #1

- Reviewed survey submissions that met the requirements in Board Policy:
 - No individual names
 - Historical or geographical significance
- The committee also considered the following suggested criteria:
 - Two words
 - Unique to the district
- After reviewing the submissions individually, the group voted to narrow it down to the top three.

November 18, 2024 - Committee Meeting #2

- The top three names were presented in logo format to help the committee visualize the names.
- The committee took a deeper dive into the pros and cons of the top three, and made their final vote.

Background & Submissions

- Name submissions included:
 - San Lucas Creek
 - Lucas Creek
 - Sauz Creek
 - Cactus Creek
 - Big Sous Creek
 - Geronimo Creek
- Committee considered:
 - Proximity to the landmarks
 - Name availability regionally and nationally
 - Branding & logo consistency

Jaguar



MEDINA VALLEY
HIGH SCHOOL



CREEK VIEW
HIGH SCHOOL

Lion



CREEK VIEW
HIGH SCHOOL

Tiger



CREEK VIEW
HIGH SCHOOL

Cougar



CREEK VIEW
HIGH SCHOOL

Leopard

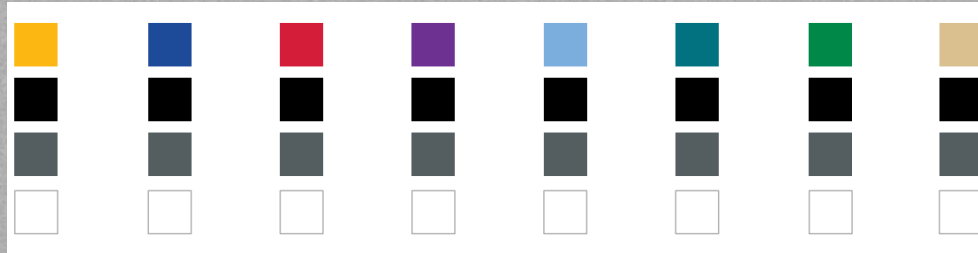


CREEK VIEW
HIGH SCHOOL

Mascot & Colors Selection

- Middle School students will vote in January to select the campus mascot and colors from the options in our Branding Guide.

- Lion
- Tiger
- Jaguar
- Cougar
- Leopard



- Following their selection, the final logo suite will be created.

QUESTIONS?





Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: December 19, 2024

Agenda item: Consider approval of Revised Attendance Zones for LaCoste Elementary and Silos Elementary

Administrative Consideration

In an effort to minimize the increase in enrollment at Silos Elementary, administration is recommending revisions to the attendance zones for Silos Elementary and LaCoste Elementary. The revisions should help balance enrollment, and will not impact any of the current students at either campus.

Supporting Documents

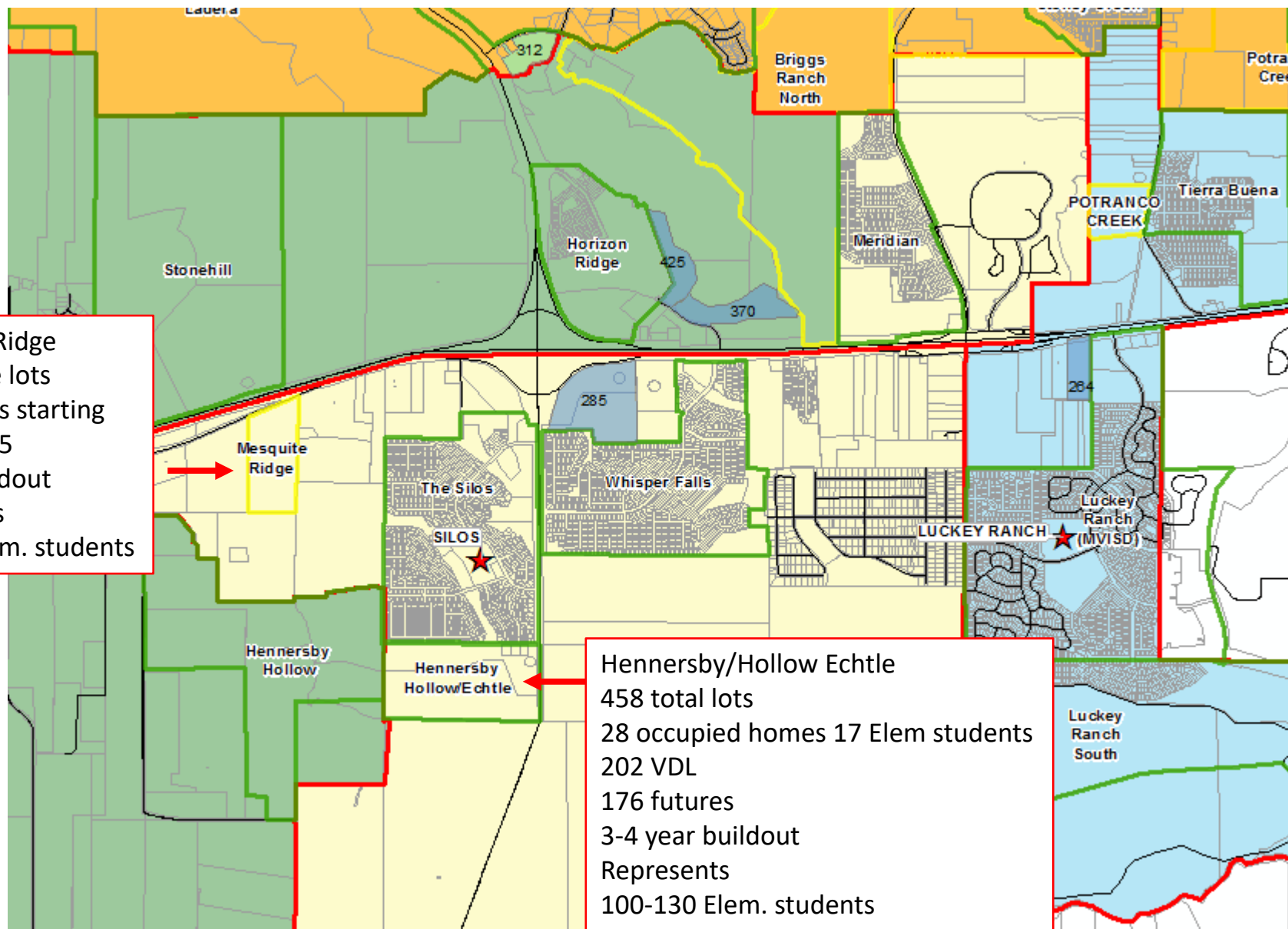
maps

Recommendation

The Board of Trustees approve the revised Attendance Zones for LaCoste Elementary and Silos Elementary

Silos Elementary options

Mesquite Ridge
360 Future lots
First homes starting
Spring 2025
3 year buildout
Represents
70-100 Elem. students



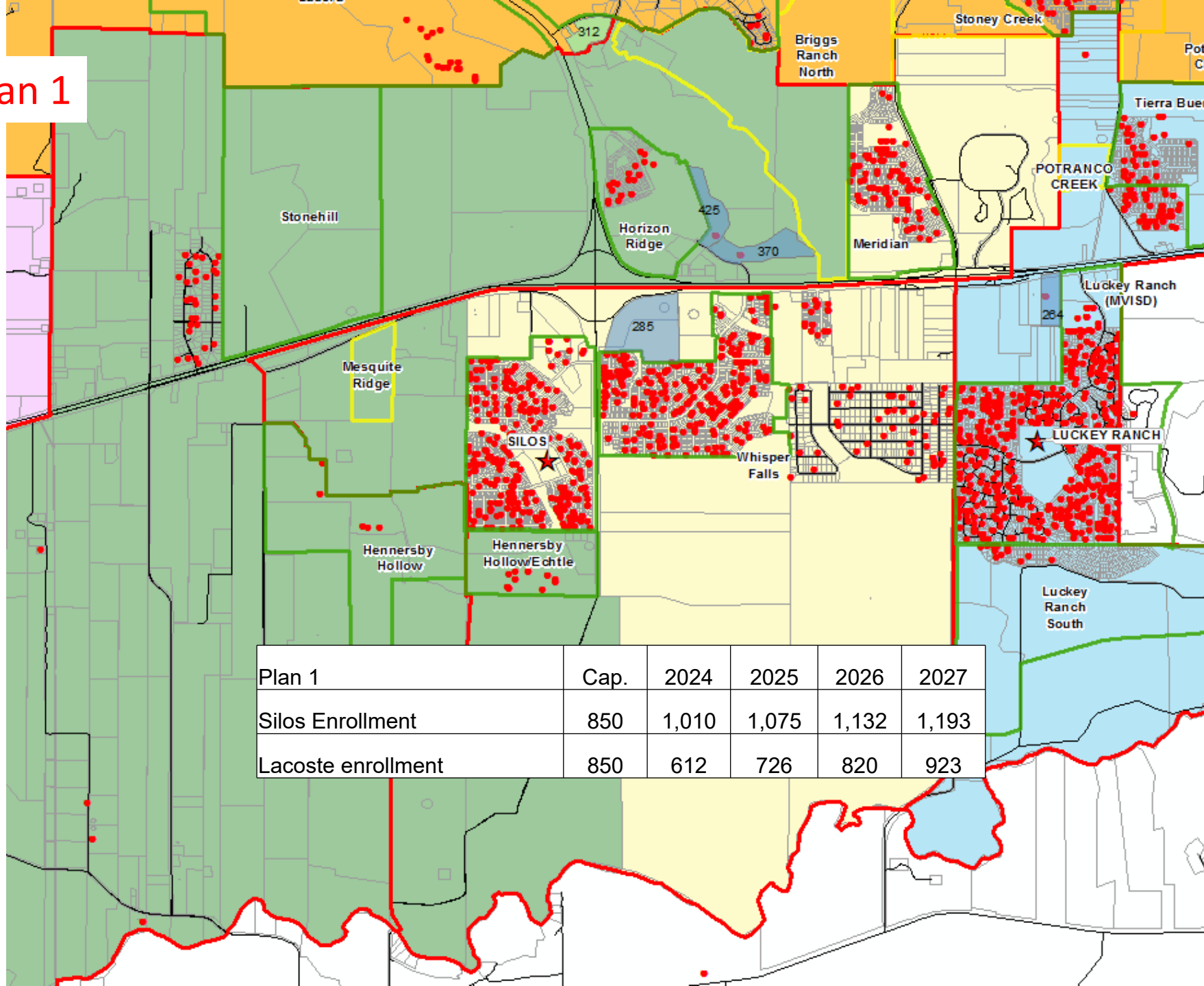
Hennersby/Hollow Echte
458 total lots
28 occupied homes 17 Elem students
202 VDL
176 futures
3-4 year buildout
Represents
100-130 Elem. students

DRAFT Plan 1

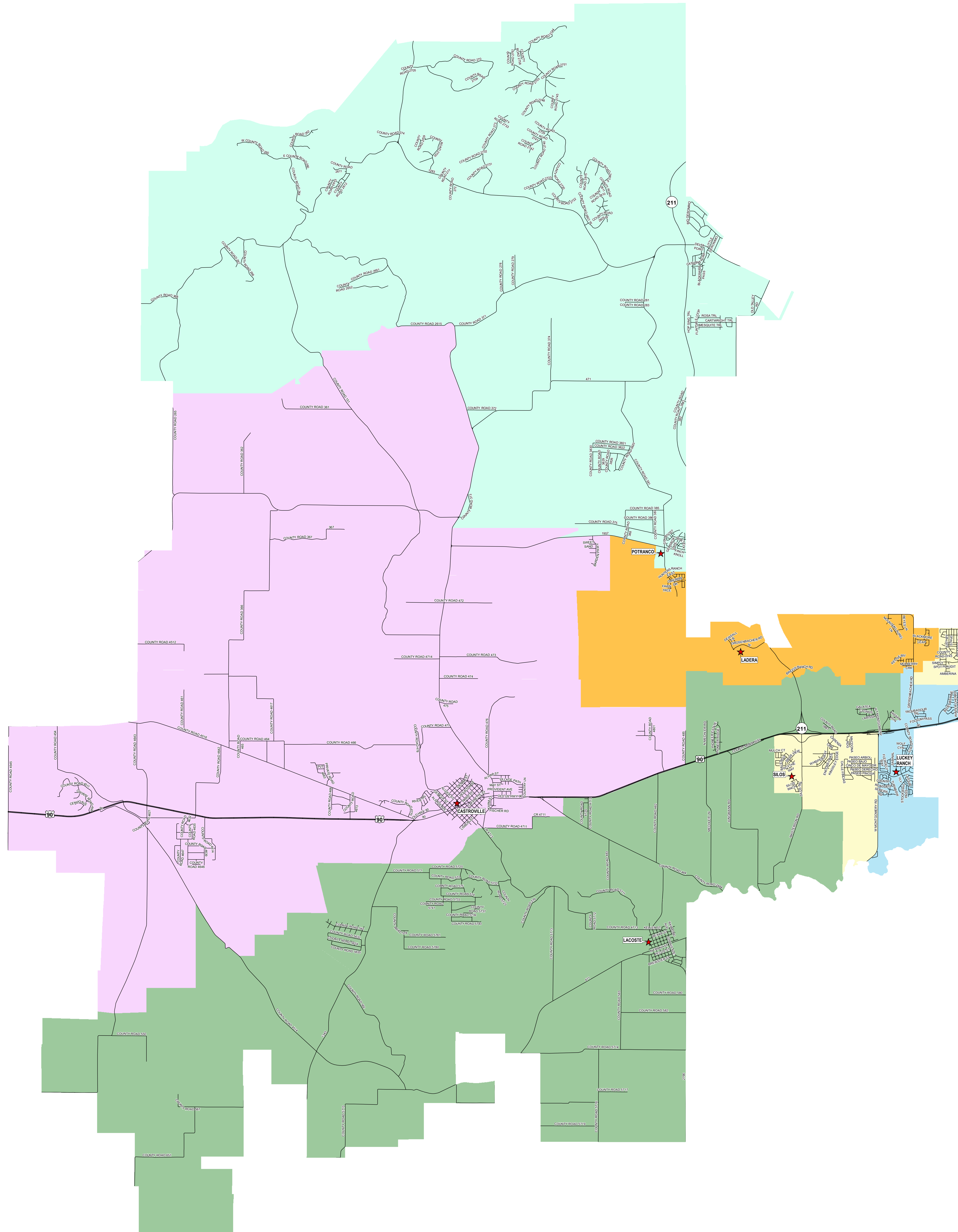
DRAFT Plan		2024/25	2025/26	2026/27	2027/28
SILOS ELEMENTARY	850	1,010	1,145	1,272	1,393
Hennersby/Hollow Echtle			-40	-80	-120
Mesquite Ridge			-30	-60	-80
New Silos Enrollment			1,075	1,132	1,193
		2024/25	2025/26	2026/27	2027/28
LACOSTE ELEMENTARY	850	612	656	680	723
Hennersby/Hollow Echtle			40	80	120
Mesquite Ridge			30	60	80
New Lacoste enrollment			726	820	923

Moves Mesquite Ridge (80 elem. Students) and Hollow Echtle (120 elem. Students) from Silos to Lacoste over a 3 year period.

DRAFT Plan 1



Medina Valley Independent School District Elementary Plan 1



LEGEND

Schools

- ★ ELEM
- CASTROVILLE
- LACOSTE
- LADERA
- LUCKEY RANCH
- POTRANCO
- SILOS



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: December 19, 2024

Agenda Item: Consider Approval of the Safe and Supportive School Program Members.

Background Information:

In accordance with guidelines from the Texas School Safety Center (TXSSC), each Texas school district is required by law to establish a Safe and Supportive School Program. Tex. Educ. Code § 37.109. The Safe and Supportive School Program is required by TEC 37.115.

Administrative Consideration:

MVISD campuses and administration have compiled the attached lists of staff, personnel, local first responders, parents, and community members to serve on the Safe and Supportive School Program Members.

Supporting Document(s):

Safe and Supportive School Program Team members.

Recommendation:

It is recommended that the Board of Trustees approve the Safe and Supportive School Program members as presented.

MODEL POLICIES AND PROCEDURES TO ESTABLISH AND TRAIN ON SCHOOL BEHAVIORAL THREAT ASSESSMENT

This document has been revised to include 88th Legislative Session mandates related to school behavioral threat assessment. New mandates will be tagged with a **New 88th Session (2023)** label.

The following model policies and procedures are consistent with the requirements of Texas Education Code (TEC) 37.115 and reflect research-based best practices. Elements of the procedure that are aligned with TEC requirements include a cross-reference to the applicable section of TEC. Please note, this document is not to be used as a train-the-trainer model.

PURPOSE

As part of the Safe and Supportive School Program, the purpose of this document is to provide model policies and procedures for public school districts and open-enrollment charter schools in establishing and training teams that conduct school behavioral threat assessments in Texas.

POLICY

The Texas School Safety Center (TxSSC) has worked with the Texas Association of School Boards (TASB) in recommending a school board policy [FFB (LEGAL) and (LOCAL)] for Safe and Supportive School Program Teams. School Boards must adopt LOCAL policies. LEGAL policies are required by law.

DEFINITIONS

A **“Safe and Supportive Program Team”** is a team that conducts school behavioral threat assessments by assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior and who gathers and analyzes data to determine the level of risk and appropriate intervention. The team serves as a safety net for the community and school by:

- Conducting a fact-based, systematic, and investigative approach to determining how likely a person is to carry out a threat of violence.
- Identifying, assessing, and managing appropriate interventions of individuals who are at risk for violence against themselves and others.
- Providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

Conducting this process with fidelity leads to a positive and safe school climate. This process is not intended to be punitive or adversarial; rather, it is a way to build trust and situational awareness.

“Harmful, threatening, or violent behavior” includes behaviors such as verbal threats, threats of self-harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault by a student. [TEC 37.115(a)(1)]

“Team” means a Safe and Supportive School Program Team established by the board of trustees of a school district. [TEC 37.115(a)(2)]

A **“Threat”** is a concerning communication or behavior that indicates that an individual poses a danger to the safety of school staff or students through acts of violence or other behavior that would cause harm to self or others. The threat may be communicated behaviorally, orally, visually, in writing, electronically, or through any other means, and is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by or communicated to a third party, and regardless of whether the target of the threat is aware of the threat.

SAFE AND SUPPORTIVE SCHOOL PROGRAM TEAM

- The board of trustees of each school district shall establish a Safe and Supportive School Program Team to serve at each campus of the district. [TEC 37.115(c)]
- The superintendent of the district shall ensure, to the greatest extent practicable, that the members appointed to each team have expertise in counseling, behavior management, mental health and substance use, classroom instruction, special education, school administration, school safety and security, emergency management, and law enforcement. [TEC 37.115(d)]
- A team may serve more than one campus, provided that each district campus is assigned a team. [TEC 37.115(d)]
- Each team must report the required information regarding the team’s activities to TEA. [TEC 37.115(k)]
- The superintendent of a school district **may** establish a committee or assign to an existing committee established by the district, the duty to oversee the operations of teams established for the district. A committee with oversight responsibility must include members with expertise in human resources, education, special education, counseling, behavior management, school administration, mental health and substance use, school safety and security, emergency management, and law enforcement. [TEC 37.115(e)]
- Team members shall work collaboratively with each other, with other school staff, and (as appropriate) with community resources to support the purposes of the team and the safety of the school and its students and staff.
- All team members should be involved with the assessment and intervention of individuals whose behavior poses a threat to the safety of school staff or students.
- Team members shall actively, lawfully, and ethically communicate with each other; with school administrators; and with other school staff who need to know specific information

to support the safety and well-being of the school, students, and staff.

- Each team shall:
 - Conduct a school behavioral threat assessment that includes:
 - Assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior. [TEC 37.115(f)(1)(A)]
 - Gathering and analyzing data to determine the level of risk and appropriate intervention, including referring a student for a mental health assessment, and implementing an escalation procedure (if appropriate). [TEC 37.115(f)(1)(B)]
 - Provide guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual. [TEC 37.115(f)(2)]
 - Support the district in implementing the district's multi-hazard emergency operations plan. [TEC 37.115(f)(3)]
 - Report immediately to the superintendent a team's determination that a student or other individual poses a serious risk of violence to self or others. [TEC 37.115(h)]
 - Act in accordance with the district's suicide prevention program upon identifying a student at risk of suicide. [TEC 37.115(i)]
 - Act in accordance with the district policies and procedures related to substance use prevention and intervention upon identifying a student using or possessing tobacco, drugs, or alcohol. [TEC 37.115(j)]
- A team may not provide a mental health care service to a student who is under 18 without written consent from the parent of or person standing in parental relation to the student. [TEC 37.115(g)]

BUILDING A SCHOOL BEHAVIORAL THREAT ASSESSMENT PROGRAM – EIGHT STEPS

Step One: Create and Promote a Safe School Climate

- Assess the current school climate.
- Enhance the current school climate.
- Strengthen students' connectedness.

Step Two: Establish a Multidisciplinary Team

- Name it the Safe and Supportive School Program Team.
- Identify team membership.

- Designate a team leader.
- Establish team procedures and protocols.
- Meet on a regular basis and as needed.

Step Three: Define “Prohibited and Concerning Behaviors”

- Establish a policy defining “Prohibited and Concerning Behaviors.”
- Identify other behaviors for screening or intervention.
- Define the threshold for intervention.

Step Four: Create a Central Reporting Mechanism

- Establish one or more anonymous reporting mechanisms.
 - Each campus must establish clear procedures for a student to report concerning behaviors. [TEC 37.115(c)(4)] **New 88th Session (2023)**
 - The board of trustees shall adopt policies and procedures that provide confidentiality for a district employee reporting a potential threat to the team. [TEC 37.115(c)(4)] **New 88th Session (2023)**
 - The employee’s identity is confidential and not subject to disclosure under Government Code, Chapter 552, except as necessary for the team, the district, or law enforcement to investigate the potential threat. [TEC 37.115(c)(4)] **New 88th Session (2023)**
 - The district must maintain a record of the identity of the employee who elects for their identity to be confidential. [TEC 37.115(c)(4)] **New 88th Session (2023)**
- Provide training and guidance to encourage reporting.
- Ensure availability to respond.
- Establish trust that reports will be acted upon.

Step Five: Determine the Threshold for Law Enforcement Intervention

- Most reports can be handled by your school behavioral threat assessment team.
- Establish which behaviors should be referred for law enforcement intervention.

Step Six: Establish School Behavioral Threat Assessment Procedures

- Parent notification. Before a team may conduct a school behavioral threat assessment, they must first notify the parent of their intent to conduct a threat

assessment. [TEC 37.115(f-1)] **New 88th Session (2023)**

- Decide how to document cases.
- Create procedures to screen reports.
- Establish procedures for gathering information. The team shall provide an opportunity for the parent or guardian to participate and submit information. [TEC 37.115(f-1)] **New 88th Session (2023)**
- Organize information around the 11 Investigative Questions.
- Make an assessment and decide on an intervention.
- After completing the school behavioral threat assessment, the team shall provide the parent or guardian the team's findings and conclusions. [TEC 37.115(f-2)] **New 88th Session (2023)**
- A transferring district shall provide a receiving district with student's disciplinary and school behavioral threat assessment records. [TEC 25.002(a) and TEC 25.036(c)] **New 88th Session (2023)**
- Record retention. Materials and information provided to, or produced by, the team during a school behavioral threat assessment must be maintained in the student's file until their 24th birthday. [TEC 37.115(j-1)] **New 88th Session 2023)**

Step Seven: Develop Risk Management Options

- Identify all available resources for creating individualized management plans.
- Identify resources to assist targets and victims.
- Establish points of contact for all resources.

Step Eight: Conduct Training for all Stakeholders

- Threat assessment team members trained by the TxSSC or approved Regional Education Service Center (ESC).
- Students, staff, parents, and community stakeholders trained to anonymously report dangerous, violent, or unlawful activity.

SCHOOL BEHAVIORAL THREAT ASSESSMENT PROCEDURES

- Receive a report about an individual of concern. Screen for imminency (of the threat or other concern) and whether there is a need for a school behavioral threat assessment.
- If the team believes the report **does present an imminent danger or safety concern:**
 - Immediately notify law enforcement.

- Once the emergency has been contained, the team should complete a school behavioral threat assessment.
- Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student regarding their intent to conduct a threat assessment on their child. [TEC 37.115(f-1)] **New 88th Session (2023)**
- If the report involves a student, the team shall immediately notify the superintendent who will notify the parent or guardian. [TEC 37.115(h)]
- If the report involves a student at risk of suicide, the team shall conduct a school behavioral threat assessment in addition to actions taken in accordance with the district's suicide prevention program. [TEC 37.115(i)]
- Make other notifications (i.e., anyone that is or may be directly impacted).
- If the team believes the report **does not present an imminent danger or safety concern**, determine if there is a need for a school behavioral threat assessment.
 - If there is a need for a school behavioral threat assessment, proceed using the steps below.
 - If a report involves sexual harassment, sexual assault, dating violence, stalking, or domestic violence assault, immediately notify the District's Title IX Coordinator.
 - If the student has a Functional Behavior Assessment (FBA) / Behavior Intervention Plan (BIP), 504 Plan, Individualized Education Program (IEP), and/or health plan, then include the school staff who manage the student's plan(s) to determine if the reported threat is a baseline behavior appropriately managed by any of the listed plans above. If not, continue with the assessment.
 - Gather information about the person and situation from various sources, including a digital search.
 - Organize and analyze information using the 11 Investigative Questions detailed in the U.S. Secret Service and Department of Education's guide titled [Threat Assessment in Schools, A Guide to Managing Threatening Situations and to Creating Safe School Climates](#).
 - Make an assessment about whether the individual of concern **poses** a threat of violence to self or others.
 - Develop and implement a case management plan of targeted interventions to reduce risk.
 - As needed, refer the individual of concern to the local mental health authority or healthcare provider for evaluation and/or treatment.
 - Monitor, re-evaluate, and modify the plan as needed to ensure the targeted intervention(s) is effective and the individual of concern **no longer poses** a threat

of violence to self or others.

- After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student. [TEC 37.115(f-2)] **New 88th Session (2023)**
- If the team believes the report does not present an imminent danger or safety concern, and that there is not a need for a school behavioral threat assessment, then document the initial report and screening in the data warehousing system the district is using.

TRAINING

- Each team must complete training provided by the TxSSC or an approved ESC. [TEC 37.115(c)]
- On a regular basis, each district should monitor its team members and quickly replace and train new members as needed.
- Districts should develop a system to ensure all stakeholders receive follow-up training on a continual basis.
- If a district or open-enrollment charter school chooses to contract with a provider to deliver training for their district and/or multiple campus teams, the TxSSC recommends training be based on the U.S. Secret Service and Department of Education model (i.e., ONTIC, Salem-Keizer Threat Assessment System, Comprehensive School Threat Assessment Guidelines, and Virginia Model for Student Threat Assessment).

MEDINA VALLEY ISD - SAFE AND SUPPORTIVE SCHOOL PROGRAM TEAMS (SSSP) Threat Assessment

TITLE	DISTRICT	CASTROVILLE	LACOSTE	LADERA	LUCKEY RANCH	POTRANCO	SILOS	LOMA ALTA	MVMS	MVHS	DAEP
Administration	Scott Caloss Tanner Lange	Gerri Butler	Mirella Campbell	Laura Davila	Mark Raygosa	Audrey White	Brenda Estrella-Pagan	Melissa Gonzales	Lesli Solis	Elisa McCracken	Rolando Villanueva
Safety/EOP's	Doug Wozniak Jay Huffty Tanya Stivors	Elizabeth Maggio	Katie Boatright Ruth Bernard	Kira Cassiano Katherine Hernandez	Kayla Leal Maria Cisneros	Cassidy Wyrick Erika Zamora	Christopher Crowther Malori Delgado	Dan Williams Stephanie Bippert	Abel Martinez Megan Britt	Oscar Vega Amanda Montero Dustin Hurley John Slaton Kathryn Nevarez Michael Lopez	
Counselor	Tonie Hutzler	Morgan Tondre	Cara Rakowitz	Betsy Barrera Karen Johnson	Ericka Hatfield William Howell	Angela Grivich Sandra R. Cantu	Leah Carrasco Luna Vanessa Molina	Juan Pena Crista Buckaloo	Diana Pacheco Jennifer Maldonado Katie Lange	Anneke Tschirhart Denise Lozano Irma Barberena Jose Maestre Kristie Bippert Marla Chessher Rosemary Morales	
Social Worker	Kayla Wiggins	Abigail Allen	Allison Perez Carranz	Maria Younan	Claudia Marsch	Stephanie Rodriguez	Michelle (Christine) Boke	Kayla Wiggins	Rachel Katzman	Jose Castro	
Special Education	John Reynolds	Jessica Hernandez	Brenda Gomes	Hi'ilani Potemra	Tabithia Kellems	Meredith Ladwig Taylor Petty	Tabitha Kellems	Alicia Gallegos	Sam Douglass	Deborah Vogt-Purscell	
Teacher/Teachers	-	Stephanie Summerlin	Thomas Camacho	Kathryn Rubio	David Rice	Grace DeLeon	Jose De Los Santos Jr. Lauren Thompson	Mark Stumpff	James Stancek	Ashley Winters	
Nurse	Sarah Fulks	Allissa Gonzalez	Sandra Sandoval	Kelsey Hoog	Gracia Riojas	Leslie Mildish	Veronica Garza	Erin Pedroza	Mary Keil	Sarah Fulks	
SRO's/EM/Law	Cathy Gonzalez	William Powell	Daniel Trejo	Lucas Aguilar	Maurice Violette	Steven Conard	Brandy Wright	TBA	Joe Ramon	Charles Moreno	Carlos Torres



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: Thursday, December 19, 2024

Agenda item: Consider approval of Interlocal Agreement (ILA) between Medina Valley ISD and Medina County for Dispatch Services.

Background Information

The Texas Education Code Section 37.081 pertaining to school district peace officers, school resource officers, and security personnel, indicates the need for school district police departments, that do not have an active TLETS terminal or 24 hour dispatch service, to partner with local law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that provides access to the TLETS terminals and can provide communication and dispatch services between the department and the agencies.

Administrative Consideration

This ILA outlines our intention to enter into a formal Interlocal Agreement with the Medina County Sheriff's Office which outlines dispatch communication services and access to TLETS terminals between the Medina Valley ISD Police department and the Medina County Sheriff's Office. We believe this collaboration will strengthen our ability to meet the needs of our stakeholders.

Supporting Documents

ILA concerning dispatch services and TLETS access between the Medina Valley Independent School District Police Department and Medina County.

Recommendation:

The Board of Trustees approve the Interlocal Agreement (ILA) between Medina Valley ISD and Medina County for Dispatch Services.

INTERLOCAL DISPATCH SERVICES AGREEMENT BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND THE MEDINA COUNTY SHERIFF’S OFFICE

This Interlocal Agreement (“Agreement”) is made on the ____ day of _____, _____, by and between the County of Medina, a political subdivision of the State of Texas, hereinafter referred to as “County” and the Medina Valley Independent School District Police Department (“School District PD”). The County and School District may each be referred to herein as a “Party” or collectively as “Parties”.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more other units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into by the governing bodies of each contracting party pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the provision of certain dispatch services through the communication facilities owned by the County and operated through the Medina County Sheriff’s Office (“MCSO”); and

WHEREAS, the School District PD desires to engage the County to provide dispatch services pursuant to this agreement; and

WHEREAS, the County and the School District PD deem it to be in the best interest of both entities to enter into this Agreement relative to the provision of dispatch services, and in consideration of the mutual covenants contained herein, the County and the School District ISD PD agree as follows:

SECTION 1. DEFINITIONS.

1.1 Dispatch Services. The term “Dispatch Services” means all services necessary for the MCSO to receive calls for law enforcement service within the School District’s Police Department jurisdiction and to dispatch the School District’s law enforcement personnel in response to such calls.

1.2 Hosting Services. The term “Hosting Services” means the County will store the School District’s Police Department data as it relates to dispatch services.

SECTION 2. TERMS.

2.01 Term. The term of this Agreement shall commence on _____, _____, and shall expire at midnight on _____, TBD. This Agreement may be renewed annually for additional one (1) year periods at the rates established

and agreed upon by both parties in an annual renewal agreement. This Agreement does not automatically renew.

2.02 Termination. Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party.

2.03 School District Requirements. Before the County can begin to provide Dispatch Services to the School District Police Department pursuant to this Agreement, the School District PD must:

- a. apply for and receive an Originating Agency Identifier (ORI);
- b. follow all DPS TCIC/NCIC guidelines established by DPS and the terminal agency;
- c. comply with all training requirements (TLETS Mobile or Full Access through DPS) and maintain required renewals of same;
- d. meet all Criminal Justice Information Systems (CJIS) requirements;
- e. provide the necessary public safety radio subscriber equipment required by the School District PD. Public safety radio subscriber means the ultimate end user. Subscribers include individuals or organizations, including for example, local police departments, fire departments, and the like. Typical subscriber equipment includes end instruments, including mobile radios, hand-held radios, mobile repeaters, fixed repeaters, transmitters, or receivers that are interconnected to utilize the assigned public safety communications frequencies;
- f. designate a terminal agency coordinator who must first obtain certification prior to assuming responsibility for all in-house obligations required by the State of Texas. The terminal agency coordinator will be responsible for above items a, b, c, d, and f; and
- g. execute the Non-Terminal Agency Agreement attached hereto and incorporated herein for all purposes as Exhibit "A".

SECTION 3. SERVICES.

3.01 Dispatch Services. The County agrees to provide dispatch services through the MCSO to the School District PD in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the School District PD.

3.03 Scheduled Maintenance. The School District PD hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the School District which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the School District PD notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the School District PD

prior to scheduled maintenance. Notice may be given in various forms, including, but not limited to, email and/or phone call.

3.04 Hosted Data Ownership. The School District PD shall have sole ownership of the School District PD's hosted data and the County shall make no claim as to ownership of the School District PD's hosted data.

3.05 Hosted Data Back Up. The County will back up the School District PD's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide the School District PD with a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the School District PD's data and/or verify data will be provided in accordance with the County's current rates.

SECTION 4. COMPENSATION.

4.01 Annual fees. The dispatch service charges for County Fiscal Year October 1, 2024, through September 30, 2025, in the amount of \$0.00 shall be paid by the School District in quarterly installments of \$0.00 during the term hereof. However, County reserves the right to implement annual dispatch service charges in the future if adopted by Commissioner's Court based on fee schedule formulas and/or or annual connection fees for each radio registered as part of the County's dispatch system.

4.02 Payment upon early termination. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 4.01 of this Agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

4.03 Source of payment. Each Party paying for the performance of a function or service hereunder shall make payment from revenues currently available to that party.

SECTION 5. CIVIL LIABILITY.

5.01 Relationship of Parties. Any civil liability relating to the furnishing of services under this Agreement shall be the sole responsibility of the School District PD. The Parties agree that the County shall be acting as agent for the School District PD in performing the services contemplated by this Agreement.

5.02 Hold Harmless. The School District PD shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities

arising from or growing out of the services rendered to the School District PD pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 6. NOTICE.

6.01 Form of Notice. Any notice given hereunder by either Party to the other shall be in writing and may be affected by (1) personal delivery in writing; or (2) certified mail, return receipt requested. Notice shall be deemed delivered immediately when delivered in person. Notice shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail by certified mail, return receipt requested, with proper postage prepaid.

6.02 Notice to Parties. Notice shall be deemed sufficient if made or addressed as follows. Each party may change the address for notice by giving notice of such change in accordance with the provisions of this paragraph.

For County: County Judge, Medina County, Texas
1300 Avenue M, Room 250
Hondo, Texas 78861

With copy to: Sheriff, Medina County Sheriff's Department
801 Avenue Y
Hondo, Texas 78861

For Medina Valley ISD: Superintendent
Medina Valley ISD
8449 FM 471 South
Castroville, Texas 78009

SECTION 7. MISCELLANEOUS PROVISIONS.

7.01 Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and supersedes any prior understanding or written or oral agreements between the Parties respecting the services to be provided under this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both Parties.

7.02 Nonexclusive. The Parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

7.03 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Medina County, Texas.

7.04 Duly Authorized. The undersigned officer and/or agents of the Parties hereto are the properly authorized officials of the Party presented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

7.05 Caption Headings. Section headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

7.06 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Signatures in a pdf or similar copy of the original shall be treated as original signatures for the purpose of enforcing this Agreement.

7.07 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

7.08 No third-party beneficiaries. The County and the School District PD shall have the exclusive right to bring suit to enforce this Agreement. No party may bring suit as a third-party beneficiary, or otherwise, to enforce this Agreement.

7.09 Force Majeure. If either Party's performance is interfered with by causes beyond its reasonable control including, but not limited to, acts of God, vandalism, any law, order, regulation, or other action of governmental authority, pandemic or epidemic, or other similar occurrence, then such Party shall be excused from such performance on a day-to-day basis to the extent of such interference. The Party so excused pursuant to this section shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

{Signature Page Follows}

EXECUTED and **ATTESTED** to by the Parties, hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified in the counterpart executed by such entity.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: _____ **By:** _____
President, Board of Trustees Secretary, Board of Trustees

By: _____
Superintendent Medina Valley ISD

Date: _____

COUNTY OF MEDINA, TEXAS

By: _____ **By:** _____
County Judge County Clerk

By: _____
Sheriff, Medina County

Date: _____



"Exhibit A"

The following requirements needed:

- Apply and granted an ORI
- Agency will need to follow all DPS TCIC/NCIC guidelines, established by DPS and terminal agency.
- Compliance with training, TLETS Mobile or Full Access through DPS • CJIS compliance
- Non-Terminal Agency Agreement between agencies
- Agency will have to designate their TAC to follow up with DPS.

"Exhibit A

NON-TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between Medina County and the Medina County Sheriff's Office hereinafter called the Terminal Agency, and the Medina Valley Independent School District Police Department hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day per week basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver to the Terminal Agency the original warrants to be held on file until such time as the record is canceled/cleared.

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-24 hour agency, the records must be entered with the Terminal Agency's ORI, and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes. In order to comply with NCIC Validation requirements, the Non-Terminal

Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

This agreement becomes effective on the _____ day of _____
20____.

In witness whereof the parties here to cause this agreement to be executed by the proper officers and officials.

Terminal Agency

Non-Terminal Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: December 19, 2024

Agenda item: Consider approval of Memorandum of Understanding (MOU) between Medina Valley ISD Police Department and the City of LaCoste Police Department

Background Information

The Texas Education Code Section 37.081 pertaining to school district peace officers, school resource officers, and security personnel, (g) indicates the need for school district police departments and law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies.

Administrative Consideration

This memorandum outlines our intention to enter into a formal MOU with the City of LaCoste which outlines reasonable communication and coordination efforts between the Medina Valley Police Department and LaCoste Police Department. We believe this collaboration will strengthen our ability to meet the needs of our stakeholders.

Supporting Documents

MOU Concerning Communication and Coordination Between the Medina Valley Independent School District Police Department and the LaCoste Police Department.

Recommendation:

The Board of Trustees approve the MOU with MVIDS PD and LaCoste PD as presented.

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND
COORDINATION BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE LACOSTE POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: The Medina Valley Independent School District Police Department and the LaCoste Police Department.

WHEREAS, Texas Education Code 37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS; this Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code; and

WHEREAS, the Medina Valley Independent School District Police Department ("MVISD PD") has overlapping jurisdiction with the LaCoste Police Department ("LaCoste PD") and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of LaCoste and the Medina Valley Independent School District ("MVISD");

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

Notification between Parties

MVISD Police Department to Notify the LaCoste Police Department when:

In the event of a serious offense, as defined below, occurring on any school campus within the MVISD and within the primary jurisdiction of LaCoste PD, an MVISD PD supervisor or officer may call LaCoste PD to advise of the incident and request additional resources and assistance with the investigation.

MVISD PD may directly contact the LaCoste Police Chief or its patrol supervisor on duty at that time. If not available, MVISD PD may contact LaCoste PD through the Medina County Emergency Communication Department.

To the extent information is available, MVISD PD will provide the location of the incident, contact number for the officer in charge and what, if any, response is needed from LaCoste PD based on the resources needed to accomplish the investigation and to serve the community cooperatively.

The term "serious incident" includes, but is limited to, the following crimes, offense, or situations:

- Any 1st degree felony.
- Murder or attempted murder.
- Aggravated robbery where a firearm or knife is used.
- Aggravated sexual assault.
- Sexual assault of an adult or a child.
- Report of indecent exposure or solicitation of a child. This includes possession or promotion of child pornography, but excludes incidents determined to be punishable as Class B & Class C offenses under Texas Penal Code 43.261.
- Aggravated assault where a gun or weapon is used or threatened.
- Aggravated kidnapping.

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND
COORDINATION BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE LACOSTE POLICE DEPARTMENT**

- Incident in which EOD or explosive weapon is used or threatened.
- Any mass disturbance (i.e. riot) where a mass or group is involved.
- Any other criminal incident that requires an immediate response or involvement from both agencies.
- Agencies may further notify one another of any criminal intelligence information developed by either agency concerning criminal incidents which occur, or may occur, on MVISD property or, within the jurisdiction of LaCoste PD.

LaCoste Police Department will notify MVISD Police Department when:

In the event of any offense or incident set out below, and occurring on any school campus within MVISD and within the primary jurisdiction of LaCoste PD, a LaCoste PD supervisor or officer will advise MVISD PD and may request additional resources and assistance.

If MVISD PD is not available at the time of dispatch, LaCoste PD may contact MVISD PD through the Medina County Emergency Communications Department.

To the extent information is available, LaCoste PD will provide the location of the incident, contact number for the officer in charge and what, if any, response is needed from MVISD PD based on the resources needed to accomplish the investigation and to serve the community cooperatively.

LaCoste PD will advise MVISD PD of the following crimes, offense or situations involving MVISD students or school safety that occur within the jurisdiction of LaCoste PD:

- Any SWAT callup in close proximity to MVISD property that might cause alarm or interrupt campus or bus operations.
- Any armed suspect on school grounds or close to school grounds during school hours.
- Any suspicious person believed to be on or around school properties or approaching students walking to and from school.
- Fires or complete road blockages around schools during school hours or which may affect bus transportation.
- Death of a MVISD student or staff member.
- Planned tactical operation during school hours within proximity of a school (i.e. executing a search warrant).
- All 911 calls received originating on school campuses when MVISD PD officers are scheduled to be on school campuses, generally weekdays from 0700 hours to 1630 hours.
- Crimes or incidents after school or holidays involving school property. Minor property offenses that do not require immediate action may be reported for follow-up by MVISD PD personnel during regular hours.
- LaCoste PD and MVISD PD may collaborate and cooperate to prevent crime or escalation in crime and prevent recidivism, such as drug sales, harassment, assault in dating relationships, or bullying, especially where both parties are students at a common campus.

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND
COORDINATION BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE LACOSTE POLICE DEPARTMENT**

- Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the MVIDS PD or the designee for the Superintendent for dissemination.

Note: MVIDS PD is not a 24-hour department and after-hours communication may be managed by the Medina County Emergency Communications Department. LaCoste PD and MVIDS PD agree to maintain current contact information for supervisors and patrol officers with the Medina County Emergency Communications Department.

Investigations

If the decision is made to call for additional LaCoste PD resources for an incident which has occurred on school property or which the MVIDS PD initiated the response, the on-scene MVIDS PD supervisor/office and LaCoste PD supervisor will decide which agency will take the lead as soon as practicable.

For any case in which MVIDS PD initiated the investigation and for which LaCoste PD requests the lead, MVIDS PD may choose to allow LaCoste PD that authority. In such instance, to maintain the flow of accurate and current information between the agencies, one MVIDS PD officer will be assigned to work with the LaCoste PD officer in the investigation. This collaboration will allow the MVIDS PD and LaCoste PD to stay informed and team their resources to accomplish the investigative goal.

It is understood that MVIDS PD's primary investigative duty is school-related matters throughout the Medina Valley Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. MVIDS PD agrees to support and assist LaCoste PD in off-campus matters as resources are available if requested by the LaCoste PD. Typically, matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort.

Incidents involving bus stops may also require collaboration.

Information and Record Sharing

LaCoste PD and MVIDS PD agree to follow all provisions Chapter 58 of the Texas Family Code, Section 37.084 of the Texas Education Code, and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g, 34 CFR Part 99) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.

Specific requirements:

- Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
- Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
- Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.

Off Duty Employment

Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.

When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty police supervisor.

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND
COORDINATION BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE LACOSTE POLICE DEPARTMENT**

Liability, Immunities, and Defenses

Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between LaCoste PD and MVISD PD.

No party to this MOU shall be responsible for the acts of an employee of another party.

It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

Termination and Renewal

Either party may withdraw from and terminate this Memorandum of Understanding on thirty (30) days written notice to the other party.

This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually, on September 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding. This agreement cannot be changed, terminated, or modified other than as provided in the provisions herein outlined in this agreement.

Miscellaneous

Notices. The parties will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to MVISD:

Attn: MVISD Superintendent of Schools
Copy: MVISD Chief of Police
8449 FM 471 S.
Castroville, TX 78009

If to City of LaCoste:

Attn: LaCoste Mayor
Copy: LaCoste PD Chief of Police
16004 S. Front Street, PO Box 112
LaCoste, TX 78039

The parties to this MOU agree that the exclusive venue for any legal action between the parties arising from this MOU shall be in Medina County, Texas. The parties agree that this MOU shall be construed, governed, and enforced under the laws of the State of Texas.

This MOU shall not limit the power of the parties to provide or receive from other government entities the same or similar law enforcement. The parties expressly acknowledge that each may have legal obligation to enter into additional MOUs relating to communications and coordination of law enforcement efforts.

This MOU inures to the benefit of and obligates only the parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The parties to this MOU shall cooperate fully in opposing any attempt by any person or entity not a party to this MOU to claim any benefit, protection, release or other consideration under this MOU.


In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND
COORDINATION BETWEEN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE LACOSTE POLICE DEPARTMENT**

hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner, the maximum extent practicable, that it will be validated and enforceable.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.


No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing with dates of amendments sequent to the date of this Agreement, and duly executed by the parties to this Agreement.


Richard Gonzales, Chief of Police Date 12-6-2024
LaCoste Police Department

Dr. Scott Caloss, Superintendent Date
Medina Valley ISD

City Council Approved: 11/19/2024

Board Approved: _____


Jeremy Jonhnett, Mayor
City of LaCoste, TX

Nathan Fillinger, Board President
Medina Valley ISD

**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION TO PURCHASE REAL PROPERTY

WHEREAS, pursuant to Texas Education Code Section 11.151, the Board of Trustees of the Medina Valley Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, the Board of Trustees is currently acquiring real property for the construction of facilities to meet the educational needs of the students residing in the District;

WHEREAS, approximately 42.88 acres of land and all improvements thereon and located in the Bexar County, Texas is currently for sale by the Diane L. Stahley Trust, and is more particularly described as follows:

approximately 42.88 acres out of the 48.886 acre tract of land out of Juana Martinez Survey No 14 ½, Abstract 1114, County Block 40, Bexar County, Texas, recorded in Volume 15861, Page 1780 of the Deed and Plat Records of Bexar County, Texas, and described in deed recorded in Document No. 20120250148, Volume 15861 Page 1780 from Keller-Stahley Properties, LP to Diane L. Stahley Trust

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the Medina Valley Independent School District approves and authorizes the purchase of the Property described herein for \$4,000,000 (Four Million Dollars).
3. That the Superintendent is authorized to move forward with the purchase of the Property on behalf of the Board, to tender the purchase price of the Property and the amount of closing and other costs to the title company for payment to the Seller of the Property, and to execute any documents necessary to effect the purchase of the Property.
4. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Medina Valley Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this ____day of December 2024.

By: _____
Nathan Fillinger, President
Board of Trustees of the
Medina Valley Independent School District

ATTEST:

By: _____
Jennilea Campbell, Secretary
Board of Trustees of the
Medina Valley Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Medina Valley Independent School District during a regularly scheduled meeting on December ___, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Noes: _____
Abstentions: _____

To certify which, witness my hand this ___ day of December 2024.

By: _____
Nathan Fillinger, President
Board of Trustees of the
Medina Valley Independent School District

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BEXAR §

BEFORE ME, a Notary Public, on this day personally appeared Nathan Fillinger, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Medina Valley Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on December ___, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of December 2024.

Notary Public, State of Texas