

# Agenda of Special Meeting

## The Board of Trustees Canutillo ISD

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A Special meeting of the Board of Trustees of Canutillo ISD will be held August 15, 2022, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS-OTHER**

- A. Call to Order
- B. Pledge of Allegiance
- C. Texas Pledge of Allegiance
- D. Roll Call

2. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy

BED(LOCAL):

Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

3. **SPECIAL PRESENTATION-OTHER**

- A. Consider and Approve a Resolution Providing for the Defeasance and Calling for 3 Redemption of Certain Currently Outstanding Debt Obligations of the District; Directing that Authorized District Officials Effectuate the Redemption of Such Obligations; and Other Matters in Connection Therewith

**Presenter:** M. Piekarski, C. Pulley

4. **BOARD BUSINESS**

- A. Discussion and Take Possible Action Regarding Bond 2022 26  
**Presenter:** G. Reveles, B. Vasquez

5. **EXECUTIVE SESSION**

**To consult with attorney under 551.071, 551.072, 551.074 and 551.076 of the Texas Government Code:**

- A. Discussion Regarding Safety and Security Audit/Assessment Under Section 551.076 of the Texas Government Code

6. **NEW BUSINESS (continued); OTHER**

- A. Discuss and Take Possible Action Regarding Safety and Security Audit/Assessment

7. **ADJOURNMENT**

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

SPECIAL ESCROW AGREEMENT

THIS SPECIAL ESCROW AGREEMENT (the "Agreement"), made and entered into as of \_\_\_\_\_, by and between the Canutillo Independent School District, a governmental agency, body politic and corporate and political subdivision of the State of Texas in El Paso County (the "District"), and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a banking association organized and existing under the laws of the United States of America, or its successors or assigns hereunder, as escrow agent (the "Escrow Agent").

W I T N E S S E T H :

WHEREAS, the District has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issues or series, to wit: "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012," dated November 15, 2012, being a portion of the such bonds scheduled to mature on August 15 in each of the years 2023 through 2026, inclusive, and aggregating in the principal amount of \$2,170,000 (the "2012 Defeased Bonds"); and "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2014," dated June 1, 2014, being a portion of the such bonds scheduled to mature on August 15 in each of the years 2026 through 2026, inclusive, and aggregating in the principal amount of \$7,360,000 (the "2014 Defeased Bonds" and collectively the "Defeased Bonds"); and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the District is authorized to deposit funds with the place of payment for the Defeased Bonds, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, provided such deposits may be invested only in (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the District are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent (hereinafter called "Governmental Securities") that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Defeased Bonds; and

WHEREAS, the Defeased Bonds are scheduled to mature, or be redeemed, and interest thereon is payable on the dates and in the manner set forth in Exhibit A attached hereto and incorporated herein by reference as a part of this Agreement for all purposes; and

WHEREAS, pursuant to an order adopted by the Board of Trustees of the District on August \_\_\_\_, 2022 (the "Order"), the District authorized the Superintendent of Schools and the Chief Business Officer to transfer and deposit at the time specified therein of certain lawfully available funds identified in such Order in an amount sufficient to pay, redeem, discharge, and make final payment of the principal of and premium, if any, on the Defeased Bonds at their respective stated maturity or redemption dates and interest thereon to such dates; and

WHEREAS, the District will cause funds to be deposited to the credit of the Escrow Fund (as defined below) in an amount sufficient to purchase the Governmental Securities listed and identified in the verification report prepared by [Samuel Klein and Company, LLP, Certified Public Accountants, in conjunction with Public Finance Partners LLC], attached hereto as Exhibit B (the "Verification Report") (together with substituted securities therefor in accordance with the provisions of Section 11 hereof hereinafter referred to as the "Escrowed Securities"); and

WHEREAS, the Escrowed Securities shall be held and deposited to the credit of the "Escrow Fund" to be established and maintained by the Escrow Agent in accordance with this Agreement; and

WHEREAS, the Escrowed Securities, together with the beginning cash balance in the Escrow Fund, shall mature and the interest thereon shall be payable at such times to insure the existence of monies sufficient to pay the principal amount of the Defeased Bonds and the accrued interest thereon, as the same shall become due in accordance with the terms of the order authorizing the issuance of the Defeased Bonds and as set forth in Exhibit A attached hereto; and

WHEREAS, the District has completed all arrangements for the purchase of the Escrowed Securities listed in the Verification Report and the deposit and credit of the same to the Escrow Fund as provided herein; and

WHEREAS, the Escrow Agent is a banking association with trust powers duly organized and existing under the laws of the United States of America and authorized to do business in the State of Texas; and

WHEREAS, in Section 5 of the Order, the Board of Trustees duly approved and authorized the execution of this Agreement; and

WHEREAS, the District and the Escrow Agent, as the case may be, shall take all action necessary to call, pay, redeem and retire the Defeased Bonds in accordance with the provisions thereof, including, without limitation, all actions required by the orders authorizing the Defeased Bonds, the Act, the Order and this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Defeased Bonds as the same shall become due, the District and the Escrow Agent hereby mutually undertake, promise and agree as follows:

**SECTION 1: Receipt of Defeased Bonds Orders.** Receipt of a true and correct copy of each of the orders authorizing the issuance of the Defeased Bonds and the Order are hereby acknowledged by the Escrow Agent. Reference herein to or citation herein of any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

FURTHERMORE, the Escrow Agent acknowledges receipt of a copy of the Order which provides for the redemption of the 2012 Defeased Bonds maturing on August 15 in each of the years 2023 through 2026, inclusive, on August 15, 2022, at the redemption price of par plus accrued interest to the date of redemption, all in accordance with the provisions of the notice requirements applicable to said 2012 Defeased Bonds and the notice requirements contained in the order authorizing the issuance of the 2012 Defeased Bonds and the pricing certificate related thereto.

FURTHERMORE, the Escrow Agent acknowledges receipt of a copy of the Order which provides for the redemption of the 2014 Defeased Bonds maturing on August 15, 2026, on August 15, 2025, at the redemption price of par plus accrued interest to the date of redemption, all in accordance with the provisions of the notice requirements applicable to said 2014 Defeased Bonds and the notice requirements contained in the order authorizing the issuance of the 2014 Defeased Bonds and the pricing certificate related thereto.

The Escrow Agent, as paying agent/registrar for the Defeased Bonds, agrees to cause notices of redemption pertaining to the Defeased Bonds to be redeemed to be sent in accordance with the order authorizing the issuance of the Defeased Bonds and the pricing certificate related thereto.

SECTION 2: Escrow Fund Creation/Funding. There is hereby created by the District with the Escrow Agent a special segregated and irrevocable trust fund designated "SPECIAL CANUTILLO INDEPENDENT SCHOOL DISTRICT DEFEASANCE 2022 ESCROW FUND" (hereinafter called the "Escrow Fund") for the benefit of the holders of the Defeased Bonds, and the District agrees and covenants to cause to be deposited with the Escrow Agent the following:

\$ \_\_\_\_\_ for the purchase of the Escrowed Securities listed in the Verification Report to be held for the account of the Escrow Fund;

\$ \_\_\_\_\_ for deposit in the Escrow Fund as a beginning cash balance.

The Escrow Agent hereby accepts the Escrow Fund and further agrees to receive said moneys, apply the same as set forth herein, and to hold the cash and Escrowed Securities deposited and credited to the Escrow Fund for application and disbursement for the purposes and in the manner provided in this Agreement.

SECTION 3: Escrow Fund Sufficiency/Warranty Redemption Date(s). The District hereby represents that the cash and Escrowed Securities, together with the interest to be earned thereon, deposited to the credit of the Escrow Fund will be sufficient to pay the principal of and premium and interest on the Defeased Bonds as the same shall become due and payable, and such Defeased Bonds, and the interest thereon, are to mature or be redeemed and shall be paid at the times and in the amounts set forth and identified in the Verification Report.

SECTION 4: Pledge of Escrow. The Escrow Agent agrees that all cash and Escrowed Securities, together with any income or interest earned thereon, held in the Escrow Fund shall be and is hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Bonds which will mature and become due on and after the date of this Agreement, and such funds initially deposited and to be received from maturing principal and interest on the Escrowed Securities in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 5: Escrow Insufficiency. If, for any reason, at any time, the funds on hand in the Escrow Fund shall be insufficient to make the payments set forth in Exhibit A attached hereto, as the same becomes due and payable, notice of any such insufficiency shall be immediately given by the Escrow Agent to the District by the fastest means possible, but neither the Escrow Agent nor the District shall in no manner be responsible for any insufficiency of funds in the Escrow Fund.

SECTION 6: Escrow Fund Securities/Segregation. The Escrow Agent shall hold said Escrowed Securities and moneys in the Escrow Fund at all times as a special and separate trust fund for the benefit of the holders of the Defeased Bonds, wholly segregated from other moneys and securities on deposit with the Escrow Agent; shall never commingle said Escrowed Securities and moneys with other moneys or securities of the Escrow Agent; and shall hold and dispose of the assets therein only as set forth herein. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical moneys, or any part thereof, in said Escrow Fund, if it is impractical, but moneys of an equal amount, except to the extent such are represented by the Escrowed Securities, shall always be maintained on deposit in the Escrow Fund by the Escrow Agent and a special account evidencing such facts shall at all times be maintained on the books of the Escrow Agent.

SECTION 7: Escrow Fund Collections/Payments. The Escrow Agent shall from time to time collect and receive the principal of and interest on the Escrowed Securities as they respectively mature and become due and credit the same to the Escrow Fund. On or before each principal and/or interest payment date or redemption date, as the case may be, for the Defeased Bonds shown in Exhibit A attached hereto, the Escrow Agent, without further direction from anyone, including the District, shall cause to be withdrawn from the Escrow Fund the amount required to pay the accrued interest on the Defeased Bonds due and payable on said payment date and the principal of the Defeased Bonds due and payable on said payment date or redemption date, as the case may be, and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agent for the Defeased Bonds to be paid with such amount. The paying agent for the Defeased Bonds is the Escrow Agent. The Escrow Agent does not act as a depository for the District.

If any Defeased Bond or interest coupon thereon shall not be presented for payment when the principal thereof or interest thereon shall have become due, and if cash shall at such times be held by the Escrow Agent in trust for that purpose sufficient and available to pay the principal of such Defeased Bond and interest thereon it shall be the duty of the Escrow Agent to hold said cash without liability to the holder of such Defeased Bond for interest thereon after such maturity or redemption date, in trust for the benefit of the holder of such Defeased Bond, who shall thereafter be restricted exclusively to said cash for any claim of whatever nature on his part on or with respect to said Defeased Bond, including for any claim for the payment thereof and interest thereon. All cash required by the provisions hereof to be set aside or held in trust for the payment of the Defeased Bonds, including interest thereon, shall be applied to and used solely for the payment of the Defeased Bonds and interest thereon with respect to which such cash has been so set aside in trust.

Subject to the provisions of the last sentence of Section 25 hereof, cash held by the Escrow Agent in trust for the payment and discharge of any of the Defeased Bonds and interest thereon which remains unclaimed for a period of three (3) years after the stated maturity date or redemption date of such Defeased Bonds shall be returned to the District. Notwithstanding the above and foregoing, any remittance of funds from the Escrow Agent to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 8: Disposal of Defeased Bonds. All Defeased Bonds cancelled on account of payment by the Escrow Agent shall be cremated or otherwise destroyed by the Escrow Agent, and an appropriate certificate of destruction furnished the District.

SECTION 9: Escrow Fund Encumbrance. The escrow created hereby shall be irrevocable and the holders of the Defeased Bonds shall have an express lien on all moneys and Escrowed Securities in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

Unless disbursed in payment of the Defeased Bonds, all funds and the Escrowed Securities received by the Escrow Agent for the account of the District hereunder shall be and remain the property of the Escrow Fund and the District and the owners of the Defeased Bonds shall be entitled to a preferred claim and shall have a first lien upon such funds and Escrowed Securities enjoyed by a trust beneficiary. The funds and Escrowed Securities received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the District and the Escrow Agent and the District shall have no right or title with respect thereto, except as otherwise provided herein. Such funds and Escrowed Securities shall not be subject to checks or drafts drawn by the District.

SECTION 10: Absence of Claim/Lien on Escrow Fund. The Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the Escrow Fund for payment of services rendered hereunder, services rendered as paying agent/registrar for the Defeased Bonds, or for any costs or expenses incurred hereunder and reimbursable from the District.

SECTION 11: Substitution/Reinvestments. The Escrow Agent shall be authorized to accept initially and temporarily cash and/or substituted Governmental Securities pending the delivery of the Escrowed Securities identified in the Verification Report, or shall be authorized to redeem the Escrowed Securities and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in Governmental Securities, provided such early redemption and reinvestment of proceeds does not change the repayment schedule of the Defeased Bonds appearing in Exhibit A and the Escrow Agent receives the following:

(1) an opinion by an independent certified public accountant to the effect that (i) the initial and/or temporary substitution of cash and/or securities for one or more of the Escrowed Securities identified in the Verification Report pending the receipt and delivery thereof to the Escrow Agent or (ii) the redemption of one or more of the Escrowed Securities and the reinvestment of such funds in one or more substituted Governmental Securities, together with the interest thereon and other available moneys then held in the Escrow Fund, will, in either case, be sufficient without reinvestment to pay, as the same become due in accordance with Exhibit A, the principal of, and interest on, the Defeased Bonds which have not previously been paid, and

(2) with respect to an early redemption of Escrowed Securities and the reinvestment of the proceeds thereof, an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such investment will not cause interest on the Defeased Bonds to be included in the gross income for federal income tax purposes, under the Code and related regulations as in effect on the date of such investment, or otherwise make the interest on the Defeased Bonds subject to Federal income taxation and (b) such reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

(b) If on the date and in the amount shown in Exhibit C attached hereto there exists cash in the Escrow Fund, the Escrow Agent and the District agree at least fifteen (15) days prior to such date, to subscribe for the purchase of United States Treasury Securities - State and Local Government Series (SLGS) bearing zero interest (0%) and on such date, in the amount and scheduled to mature as provided in Exhibit C and subscription forms prepared therefor as may

be then required by the United States Department of the Treasury; provided that the then- existing rules and regulations and policy of United States Department of the Treasury permit and authorize such investments. Should the policy, rules and regulations of the United States Department of Treasury not permit or authorize the purchase of such SLGS at such time or times, such cash balance or balances shall remain uninvested and held in trust for the benefit of the holders of the Defeased Bonds and used for the payment of the Defeased Bonds on the dates and in the amount such moneys would have been expended had such SLGS been acquired and matured.

SECTION 12: Restriction Re: Escrow Fund Investments/ Re-investment. Except as provided in Section 11 hereof, moneys in the Escrow Fund will be invested only in the Escrowed Securities listed in the Verification Report and neither the District nor the Escrow Agent shall reinvest any moneys deposited in the Escrow Fund except as specifically provided by this Agreement.

SECTION 13: Excess Funds. If at any time through redemption or cancellation of the Defeased Bonds there exists or will exist excesses of interest on or maturing principal of the Escrowed Securities in excess of the amounts necessary hereunder for the Defeased Bonds, the Escrow Agent may transfer such excess amounts to or on the order of the District, provided that the District delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after the transfer of such excess, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available monies then held in the Escrow Fund, will be sufficient to pay, as the same become due, in accordance with Exhibit A, the principal of, and interest on, the Defeased Bonds which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such transfer will not cause interest on Defeased Bonds to be included in gross income for federal income tax purposes, under the Code and related regulations as in effect on the date of such transfer, or otherwise make the interest on the Defeased Bonds subject to Federal income taxation, and (b) such transfer complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

SECTION 14: Collateralization. The Escrow Agent represents that the deposit covered by this Agreement shall constitute firm banking arrangements to insure payment of the Defeased Bonds and, to the extent not invested in Escrowed Securities, such deposit is collateralized to insure against any loss or diminution by virtue of any action of the Escrow Agent or as a result of its lack of financial integrity and such deposit, if not invested in the Escrowed Securities, will be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

SECTION 15: Absence of Escrow Agent's Liability Re: Investments. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made in the Escrowed Securities or substitute securities as provided in Section 11 hereof.

SECTION 16: Escrow Agent's Compensation - Escrow Administration - Settlement of Paying Agents' Charges. The District agrees to pay the Escrow Agent for the performance of services hereunder and as reimbursement for anticipated expenses to be incurred hereunder the amount of \$\_\_\_\_\_ and, except for reimbursement of costs and expenses incurred by the Escrow

Agent pursuant to Sections 3, 11, and 19 hereof, the Escrow Agent hereby agrees said amount is full and complete payment for the administration of this Agreement.

In the event that the Escrow Agent is requested by the District to perform any extraordinary services beyond those required by this Agreement, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all reasonable expenses incurred by the Escrow Agent in performing such extraordinary services; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code or Sections 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 13 and Senate Bill 19 in the 87th Texas Legislature, Regular Session). The Escrow Agent shall not be required to risk or expend its own funds before taking any action under this Agreement.

SECTION 17: Escrow Agent's Duties/Responsibilities/Liability. The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization and its powers and authority. As to the existence or nonexistence of any fact relating to the District or as to the sufficiency or validity of any instrument, paper or proceedings relating to the District, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by its Superintendent of Schools, Chief Business Officer, or President and/or Secretary of the Board of Trustees of the District as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Secretary of the Board of Trustees under the District's seal, to the effect that a resolution or other instrument in the form therein set forth has been adopted by the Board of Trustees of the District, as conclusive evidence that such resolution or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under a duty to examine the same to determine whether it conforms to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proven that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts.

The Escrow Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of all said Defeased Bonds at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Escrow Agent not in conflict with the intent and purpose of this Agreement. For the purposes of determining whether the holders of the required principal amount of said Defeased Bonds have concurred in any such direction, Defeased Bonds owned by any obligor upon the Defeased

Bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with such obligor, shall be disregarded, except that for the purposes of determining whether the Escrow Agent shall be protected in relying on any such direction only Defeased Bonds which the Escrow Agent knows are so owned shall be so disregarded.

The term "Responsible Officers" of the Escrow Agent, as used in this Agreement, shall mean and include any vice president, assistant vice president, senior associate and associate, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his knowledge of and familiarity with a particular subject; and the term "Responsible Officer" of the Escrow Agent, as used in this Agreement, shall mean and include any of said officers or persons.

SECTION 18: Limitation Re: Escrow Agent's Duties/Responsibilities/Liabilities to Third Parties.

The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of this Agreement with respect to the District, or for the identity or authority of any person making or executing this Agreement for and on behalf of the District. The Escrow Agent is authorized by the District to rely upon the representations of the District with respect to this Agreement and the deposits made pursuant hereto and as to the District's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the District and the holders of the Defeased Bonds. Neither the District nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 19: Interpleader. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:

- (a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and
- (b) File a suit in interpleader and obtain an order from a court of appropriate jurisdiction in the State of Texas requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the District, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Dallas, Texas. To the extent permitted by law, and subject to any applicable statutes of limitation, the foregoing indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be

fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 20: Accounting - Annual Report. Promptly after August 31 of each year, commencing with the year 2023, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward by letter to the District, to the attention of the Chief Business Officer, or other designated official of the District, a statement in detail of the Governmental Securities, if any, and monies held, and the current income and maturities thereof, and the withdrawals of money from the Escrow Fund for the preceding 12 month period ending August 31<sup>st</sup> of each year.

SECTION 21: Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

CANUTILLO INDEPENDENT SCHOOL DISTRICT  
7965 Artcraft Road  
El Paso, Texas 79932  
Attention: Chief Business Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Corporate Trust Department

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 22: Performance Date. Whenever under the terms of this Agreement the performance date of any provision hereof, including the date of maturity of interest on or principal of the Defeased Bonds, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized by law to close, then the performance thereof, including the payment of the principal of and interest on the Defeased Bonds, need not be made on such date but may be performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the date of performance or payment and with respect to a payment, no interest shall accrue for the period after such date.

SECTION 23: Warranty of Parties Re: Power to Execute and Deliver Escrow Agreement. The District covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every said Defeased Bond as executed, authenticated and delivered and in all proceedings pertaining thereto as said Defeased Bonds shall have been modified as provided in this Agreement. The District covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of said Defeased Bonds as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that said Defeased Bonds and coupons in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the District according to the import thereof as provided in this Agreement.

SECTION 24: Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement. In the event any covenant or agreement contained in this Agreement is declared to be severable from the other provisions of this Agreement, written notice of such event shall immediately be given to each national rating service (Moody's Investors Service, Standard & Poor's Corporation or Fitch Investors Service) which has rated the Defeased Bonds on the basis of this Agreement.

SECTION 25: Termination. This Agreement shall terminate when the Defeased Bonds, including interest due thereon, have been paid and discharged in accordance with the provisions of this Agreement. If any Defeased Bonds are not presented for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Agreement. Funds for the payment of any nonpresented Defeased Bonds and accrued interest thereon shall upon termination of this Agreement be held by the Escrow Agent for such purpose in accordance with Section 7 hereof. Any moneys or Escrowed Securities held in the Escrow Fund at termination and not needed for the payment of the principal of or interest on any of the Defeased Bonds shall be paid or transferred to the District.

SECTION 26: Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 27: Successors/Assigns. (a) Should the Escrow Agent not be able to legally serve or perform the duties and obligations under this Agreement, or should the Escrow Agent be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the District, upon being notified or discovering the Escrow Agent's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Escrow Agent, and upon being notified of such appointment, the Escrow Agent shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the Defeased Bonds, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the District should fail to appoint such a successor within ninety (90) days from the date the District discovers, or is notified of, the event or circumstance causing the Escrow Agent's inability or disqualification to serve hereunder, the Escrow Agent, or a bondholder of the Defeased Bonds, may apply, at the expense of the District, to a court of competent jurisdiction to appoint a successor or assigns of the Escrow Agent and such court, upon determining the Escrow Agent is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered both for administering the Escrow Fund and for paying agent duties and responsibilities for the Defeased Bonds.

(b) Furthermore, the Escrow Agent may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the District in writing of its intention to resign and requesting the District to appoint a successor. No such resignation shall take effect until a successor has been appointed by the District and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Escrow Agent under Section 16 hereof for the administration of this Agreement.

Any successor to the Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$50,000,000 and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent, or its successor or assigns, an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The term "Escrow Agent" as used herein shall be the Escrow Agent and its legal assigns and successor hereunder.

SECTION 28: Escrow Agreement - Amendment/Modification. This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1) shall alter the firm financial arrangements made for the payment of the Defeased Bonds or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Defeased Bonds outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the District and the Escrow Agent may, without the consent of the holders of the Defeased Bonds, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Defeased Bonds any ambiguity, formal defect or omission in this Agreement. If the parties hereto agree to any amendment or modification to this Agreement, prior written notice of such amendment or proposed modification, together with the legal documents amending or modifying this Agreement, shall be furnished to each national rating service (Standard & Poor's Corporation, Moody's Investors Service or Fitch Investors Service) which has rated the Defeased Bonds on the basis of this Agreement, prior to such amendment or modification being executed.

SECTION 29: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 30: Executed Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 31: Iran, Sudan and Foreign Terrorists Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

SECTION 32: Governing Law. This Agreement shall be governed by the laws of the State of Texas and shall be effective as of the date first above written.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., Dallas, Texas  
as Escrow Agent

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**DEBT SERVICE REQUIREMENTS FOR DEFEASED BONDS**

**EXHIBIT B**  
**VERIFICATION REPORT**

**EXHIBIT C**  
**ZERO REINVESTMENTS**

AN ORDER authorizing the defeasance and calling for redemption of certain currently outstanding debt obligations of the District; directing that authorized District officials effectuate the redemption of such obligations; authorizing the execution of a Special Escrow Agreement; and resolving other matters in connection therewithin

WHEREAS, the Board of Trustees (the "Board") of the Canutillo Independent School District (the "District") previously adopted orders (the "Prior Bond Orders") on October 23, 2012, authorizing the issuance of obligations designated as "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012," dated November 15, 2012, in the original principal amount of \$6,209,996.30 (the "2012 Bonds") and on May 20, 2014, authorizing the issuance of obligations designated as "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2014" dated June 1, 2014, in the original principal amount of \$8,795,000 ( the "2014 Bonds" and collectively, the "Bonds"); and

WHEREAS, a portion of the 2012 Bonds in a principal amount equal to \$2,170,000 is currently outstanding and is scheduled to mature on August 15 in each of the years 2023 through 2026, inclusive, and such Bonds maturing on August 15 in each of the years 2023 through 2026, inclusive, are subject to redemption on August 15, 2022 and thereafter, at the option of the District; and

WHEREAS, a portion of the 2014 Bonds in a principal amount equal to \$7,360,000 is currently outstanding and is scheduled to mature on August 15 in each of the years 2022 through 2028, inclusive, and such Bonds maturing on August 15 in each of the years 2026 through 2028, inclusive, are subject to redemption on August 15, 2025, at the option of the District; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the District is authorized and empowered to deposit funds and/or securities directly with the place of payment for the Bonds or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disbursement of such deposit; and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the Bonds; and

WHEREAS, the Board hereby finds that it is in the best interest of the District and its residents to defease and/or redeem the Bonds as herein provided in order to reduce the District's aggregate debt service requirements in the years subsequent to the redemption date; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: A portion of the Bonds, in an aggregate principal amount of not less than \$2,870,000 (the "Minimum Amount") (but to include such additional amounts due to availability of funds and/or funds necessary to cause such defesance, as hereinafter described), stated to mature on August 15 in each of the years identified in the Escrow Agreement (defined below), shall be defeased to their maturity or prior redemption date, as applicable, as set forth in this Order. The Board hereby authorizes and directs the Superintendent of Schools or the Chief Business Officer of the District to determine the exact principal amount of Bonds to be defeased and/or redeemed (the "Defeased Obligations") on the basis of the availability of funds for such

purpose by the funding deadline; provided, however, that in no case shall the Defeased Obligations be less than the Minimum Amount.

SECTION 2: As directed by the Superintendent or the Chief Business Officer, the District shall transfer, on or before June 30, 2023, lawfully available funds of the District to The Bank of New York Mellon Trust Company, N.A., or such other entity as determined by such District official (the "Escrow Agent"), in an amount sufficient (when combined with investment earnings on such initial deposit) to pay (i) all interest due and owing on the Defeased Obligations from the time of such deposit through the obligations' respective maturity or redemption, as applicable, (ii) the principal amount of the Defeased Obligations due and owing at maturity or earlier redemption, as applicable and (iii) the associated costs and expenses of such defeasance. Upon the making of such deposit, the Defeased Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the District in accordance with applicable Texas law.

SECTION 3: In the event a portion of the Defeased Obligations are subject to redemption, the principal amount of such Defeased Obligations shall be called for redemption on the earliest possible redemption date, at the price of par plus accrued interest to the date of redemption, and the Chief Business Officer or other District official is hereby authorized and directed to file a notice of redemption and copy of this Order with The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar for the Defeased Obligations (the "Paying Agent/Registrar"), in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as **Exhibit A** and incorporated herein by reference as a part of this Order for all purposes. Additionally, if necessary, the Paying Agent/Registrar is hereby authorized and directed to make a lot selection of the Defeased Obligations to be redeemed and make arrangements to notify bondholders of such lot selection as soon as possible thereafter. Each of the Superintendent of Schools, the Chief Business Officer or other authorized District official is hereby authorized and directed to transfer lawfully available funds to the Escrow Agent to accomplish the defeasance and/or redemption of the Defeased Obligations in accordance with the terms of the Escrow Agreement.

In the event any of the Defeased Obligations are called for early redemption, the Superintendent of Schools, the Chief Business Officer or other authorized District official is hereby authorized and directed to make all arrangements necessary to notify the holders of the Defeased Obligations of the District's decision to redeem such bonds on the date and in the manner herein provided and in accordance with the Prior Bond Orders.

SECTION 4: Each of the President, Vice President, or Secretary of the Board, the District's Superintendent of Schools and the Chief Business Officer of the District (each of the foregoing, an "Authorized Official"), is authorized to provide certifications or other evidence of adoption of this Order and to do any and all things necessary or convenient to effect the defeasance described herein and otherwise give effect to the intent and purpose hereof, including the selection of an escrow agent, any verification agent and the execution of the Escrow Agreement.

SECTION 5: A special escrow agreement (the "Escrow Agreement") in substantially the form and content of **Exhibit B** attached hereto, is hereby approved and hereby authorized to be finalized, including any changes required to accomplish the defeasance of the defeased bonds, and executed by an Authorized Official for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by such Authorized Official shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

Upon the deposit of sufficient funds to the Escrow Fund to accomplish the defeasance of the Defeased Obligations, the District shall provide notice of such defeasance in accordance with the requirements of the Prior Bond Orders no later than 10 business days after occurrence of such defeasance.

SECTION 6: Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent for deposit to the credit of the "SPECIAL CANUTILLO INDEPENDENT SCHOOL DISTRICT DEFEASANCE 2022 ESCROW FUND" (referred to herein as the "Escrow Fund") or such other designation as provided for in the Escrow Agreement; all as contemplated and provided in the Act, this Order and the Escrow Agreement.

SECTION 7: The Board further hereby authorizes each Authorized Official to select a firm of independent certified public accountants or other qualified professional services firm permitted by the terms of the Prior Bond Orders (the "Verification Agent") to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Obligations, to the extent such appointment is necessary or desired and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Defeased Obligations, the sufficiency of the deposit to the Escrow Fund to accomplish such defeasance shall be certified to the District by the District's Financial Advisor, the Paying Agent/Registrar or another qualified financial institution.

SECTION 8: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgement and findings of the Board.

SECTION 9: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 10: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 11: This Order shall be in force and effect from and after its passage on the date shown below.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this August \_\_\_\_, 2022.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

---

President, Board of Trustees

ATTEST:

---

Secretary, Board of Trustees

(District Seal)

EXHIBIT A

NOTICE OF REDEMPTION  
CANUTILLO INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS, SERIES 2012  
DATED NOVEMBER 15, 2012

NOTICE IS HEREBY GIVEN that a portion of the above described series of bonds maturing on August 15 in each of the years 2023 through 2026, inclusive, and aggregating in the principal amount of \$1,755,000 (the "Bonds"), have been called for redemption on August 15, 2023 (the "Redemption Date"), at the redemption price of par and accrued interest to the date of redemption (the "Redemption Price"), such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Principal Amount to be Redeemed (\$)</u>	<u>Principal Amount Remaining (\$)</u>	<u>CUSIP No.</u>
2023	425,000	425,000	0	138735TU9
2024	435,000	435,000	0	138735TV7
2025	445,000	445,000	0	138735TW5
2026	450,000	450,000	0	138735TX3

---

[A LOT SELECTION has been made and your Bond has been selected for redemption.] The above described bonds shall become due on the Redemption Date, and interest thereon shall cease to accrue from and after the Redemption Date and payment of the Redemption Price shall be paid to the registered owners of the Bonds only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A., at its designated offices at the following address: 2001 Bryan Street, 10<sup>th</sup> Floor, Dallas, Texas 75202, Attention:

---

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an order of the Board of Education Trustees of the Canutillo Independent School District.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.  
Dallas, Texas  
2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, Texas 75202

NOTICE OF REDEMPTION  
 CANUTILLO INDEPENDENT SCHOOL DISTRICT  
 UNLIMITED TAX REFUNDING BONDS, SERIES 2014  
 DATED JUNE 1, 2014

NOTICE IS HEREBY GIVEN that a portion of the above described series of bonds maturing on August 15, 2026 and in the principal amount of \$1,115,000 (the "Bonds"), have been called for redemption on August 15, 2025 (the "Redemption Date"), at the redemption price of par and accrued interest to the date of redemption (the "Redemption Price"), such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Principal Amount to be Redeemed (\$)</u>	<u>Principal Amount Remaining (\$)</u>	<u>CUSIP No.</u>
2026	1,115,000	1,115,000	0	138735VH5

---

[A LOT SELECTION has been made and your Bond has been selected for redemption.] The above described bonds shall become due on the Redemption Date, and interest thereon shall cease to accrue from and after the Redemption Date and payment of the Redemption Price shall be paid to the registered owners of the Bonds only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A., at its designated offices at the following address: 2001 Bryan Street, 10<sup>th</sup> Floor, Dallas, Texas 75202, Attention:

---

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an order of the Board of Education Trustees of the Canutillo Independent School District.

THE BANK OF NEW YORK MELLON TRUST  
 COMPANY, N.A.  
 Dallas, Texas  
 2001 Bryan Street, 10<sup>th</sup> Floor  
 Dallas, Texas 75202

EXHIBIT B  
FORM OF SPECIAL ESCROW AGREEMENT

# Community Bond Sentiment

Canutillo Independent School District  
August 15, 2022



## PARTICIPATION

### Breakdown of Participation



**303**  
Participants



**173**  
Thoughts



**4,756**  
Ratings

---



## PARTICIPATION

### Breakdown of Participation



What is your primary association with the district?



%		Answer
4%	(11)	■ Student
58%	(171)	■ Parent/Guardian
28%	(81)	■ Staff
5%	(15)	■ Community Member
5%	(14)	■ Other

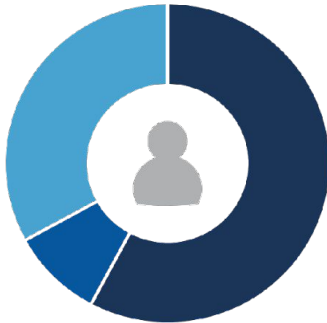






## PARTICIPATION

### Breakdown of Participation



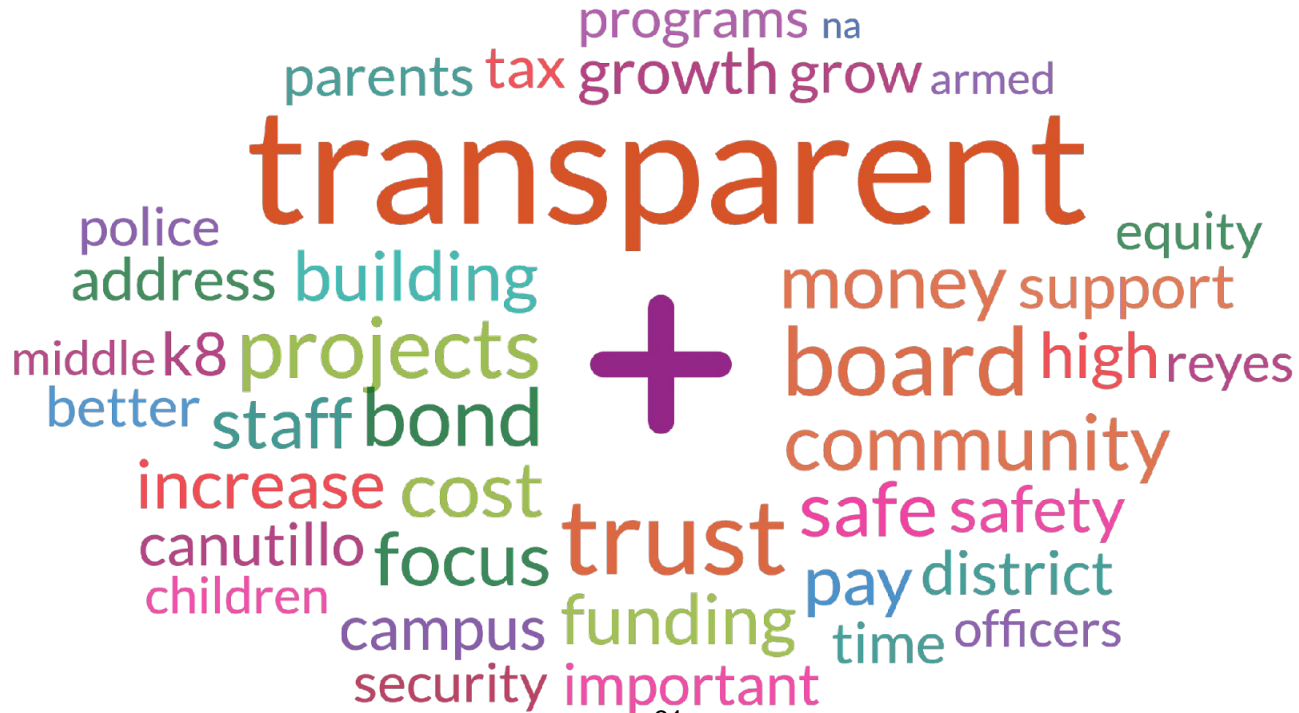
If Canutillo ISD were to propose a bond election to address safety & security, growth, equity and academic programming, would you support it?



%		Answer
58%	(165)	 Yes
9%	(24)	 No
33%	(94)	 Unsure



What considerations should the Canutillo Independent School District have as it contemplates a potential bond election this fall?





## THOUGHTS

### Key Thoughts



**TRANSPARENCY!!!! The community will not support another bond without transparency from the Board and the administration.**

4.7  (39 )

Ranked #1 of 173

**More transparency in how the money is spent We need accountability.**

4.5  (39 )

Ranked #2 of 173

**Make sure to be transparent with the voters as to what it will be used for exactly. They have trust issues**

4.5  (37 )

Ranked #3 of 173



**Thank you!**

# Canutillo ISD 2022 Bond Proposal

Potential Project List



# Types of Projects

- Safety & Security
- Growth
- Equity
- Programming

\*All projects and costs are estimates based on current estimates

\*\*All estimates are subject to change due to market volatility. Administration makes a commitment to keep stakeholders updated of any changes outside the District's control.



# Canutillo High School

Proposed Project: New Athletics/Fine Arts/CTE Classroom Wing Addition

- 7,000 square feet to add health sciences instructional space including classrooms, labs offices and storage.
- Renovation of up to 7,500 square feet of instructional space for engineering and robotics programs.
- 2,000 square foot multipurpose room for athletics, training rooms, coach's offices, locker rooms, showers and renovations for cheer/dance, soccer, volleyball, basketball, baseball and track.
- 5,250 square foot band room and 1,800 square foot choir room as well as instructional space for guitar/piano/mariachi, practice rooms, dressing rooms, storage and library.

Other projects: Baseball and softball lights, scoreboards, rubber roof membrane replacement and other roof repairs.

**Estimated cost: \$42,000,000**



# Northwest Early College High School

Proposed Project: Portable Renovations (Option 1)

- Install new floors and floor finishes for 25 portable classrooms.
- Replace windows and seals for 25 portable classrooms.

**Estimated cost: \$800,000**



# Northwest Early College High School

Proposed Project: Replacement of Portables (Option 2)

- Purchase and Installation of 28 portable classrooms.

**Estimated cost: \$5,000,000**

Proposed Project: Construction of New NWECHS Campus (Option 3)

- Construction of brick-and-mortar campus for NWECHS.

**Estimated cost: \$25,000,000**



# Alderete Middle School

## Proposed Project: New Middle School

- Construction of new 160,000 middle-school campus in 79911 ZIP Code
  - Features include: Instructional space, cafeteria/kitchen, gym, library, athletic facilities and classroom space to accommodate Medical Academy.
- Purchase of land for construction of campus.
  - Construction requires 25 to 30 acres.

**Estimated cost: \$67,000,000.**



# Canutillo Middle School

Proposed Project: Reconstruction of Canutillo Middle School

- Construction of new middle school campus (~175,000 square feet).
- No land purchase necessary..

**Estimated cost: \$62,000,000.**



# Reyes Elementary School

Proposed Project: Classroom Wing Addition

- Construction of new 18,000 square foot classroom addition on the northwest part of the school to relieve overcrowding.

**Estimated cost: \$10,000,000**



# Canutillo Elementary School

## Proposed Project: New Multipurpose Building

- Construction of stand-alone 5,000 square foot building to house serve as gathering space for entire student population.
  - Building also includes basketball courts, offices, restrooms and storage.
- Campus deferred maintenance allocation
- Other projects:
  - Parking lot recoating
  - Replacement of canopies
  - New rubberized finish for roofs
  - New asphalt surfacing
  - Replacement of fabric canopies with metal canopies

**Estimated cost: \$7,000,000**



# Childress Elementary School

## Proposed Project: New Multipurpose Building

- Construction of stand-alone 5,000 square foot building to serve as gathering space for student activities.
  - Building also includes basketball courts, offices, restrooms and storage.
- Campus deferred maintenance allocation
- Other projects:
  - Parking lot recoating
  - Replacement of fabric canopies with metal canopies
  - Rubber roof membrane replacement and other roofing repairs.

**Estimated cost: \$6,700,000**



# Davenport Elementary School

## Proposed Project: New Multipurpose Building

- Construction of stand-alone 5,000 square foot building to serve as gathering space for student activities.
  - Building also includes basketball courts, offices, restrooms and storage.
- Campus deferred maintenance allocation
- Other projects:
  - Parking lot recoating
  - Replacement of fabric canopies with metal canopies
  - Rubber roof membrane replacement and other roofing repairs.

**Estimated cost: \$6,200,000**



# Garcia Elementary School

## Proposed Project: New Multipurpose Building

- Construction of stand-alone 5,000 square foot building to serve as gathering space for student activities.
  - Building also includes basketball courts, offices, restrooms and storage.
- Campus deferred maintenance allocation
- Other projects:
  - Parking lot recoating
  - Replacement of fabric canopies with metal canopies
  - Rubber roof membrane replacement and other roofing repairs.

**Estimated cost: \$6,400,000**



# Damian Elementary School

## Proposed Project: New Multipurpose Building

- Construction of stand-alone 5,000 square foot building to serve as gathering space for student activities.
  - Building also includes basketball courts, offices, restrooms and storage.
- Campus deferred maintenance allocation
- Other projects:
  - Parking lot recoating
  - Replacement of fabric canopies with metal canopies
  - Rubber roof membrane replacement and other roofing repairs.

**Estimated cost: \$6,700,000**



# Lone Star Building

Proposed Project: Roof

- Rubber roof membrane replacement and other roofing repairs.

**Estimated cost: \$2,700,000**



# Safety & Security Measures

Proposed Project: Safety and Security projects based on recommendations from Safety Expert Assessment being conducted in August 2022.

- Board will receive briefing on safety audit on Aug. 15.

**Estimated cost: approximately \$10,000,000**



# Maintenance Note Refinancing

Refunding of maintenance tax notes on the election ballot, borrowed at the height of the COVID-19 pandemic to provide every student in the District with resources to support remote instruction including Apple devices, universal connectivity, and LED lighting, need to be paid back.

**Cost: Approximately \$10,000,000.**



# Overview

## Total potential cost of projects

- **NWECHS Option 1: \$237,500,000**
- **NWECHS Option 2: \$241,700,000**
- **NWECHS Option 3: \$261,700,000**



# Bond Project Management

Fee to contract third-party management of all Bond projects on behalf of the District.

**Cost: approximately 5% of total bond package.**



# Questions

# Thank you!

