

HCCA Board Meeting Minutes March 2, 2024 at 10 AM

Members Present: Kelby Williams, Richard Johnson, Maria Johnson, Karin Shaw, Mike Shaw, Candace Bates

Others Present: Brenda Stanely, Kelly Williams, Paula Milburn, Jessika Wohleb & Sherri Hill from Fischer's Academy

Opened in prayer by Bro. Paul Clark

Richard made a motion to accept the [February meeting minutes](#) as written second by Karin. Motion carried unanimously.

Principal's Report

03/02/24

General Account

	Designated	\$37,597.73
		-\$24,024.54
Current Balance W/O Designated		\$13,573.19

Designated

Enrollment Fee 23 24	-\$7,185
Curriculum Fee 23 24	-\$1,971
Enrollment Fee 24 25	-\$4,669
Curriculum Fee 24 25	-\$2,700
Summer Salary 23 24	-\$7,500
	-\$24,024.54

Utilities

702
 Reliant - \$457.81
 Water - \$54.62
 Dumpster -\$142.9
 Dixie LP-Gas - \$

Principal Report

714
 Reliant - \$
 Water - \$
 NEXTLINK - \$79.37

Building Account \$5,989.53

	2023 / 2024	2024 / 2025
Grade	Total	Total
Little HCCA	4	3
1	6	5
2	7	8
3	6	8
4	11	8
5	7	11
6	3	7
7	1	3
8	9	1
9	5	9
10	4	6
11	1	4
12	1	2
	61	72

Upcoming Events

March **Academic Renewal & Spring Break**

April **Testing**

May

- 3rd – Drama Jr. Play**
- 9 – Awards**
- 11 – Prom**
- 16 – Graduation**
- 23 – PTO End of Year Celebration**

Drama will take place at Peoria Community center.
Awards & Graduation will take place at Walnut Street.

Candace provided a PTO update.

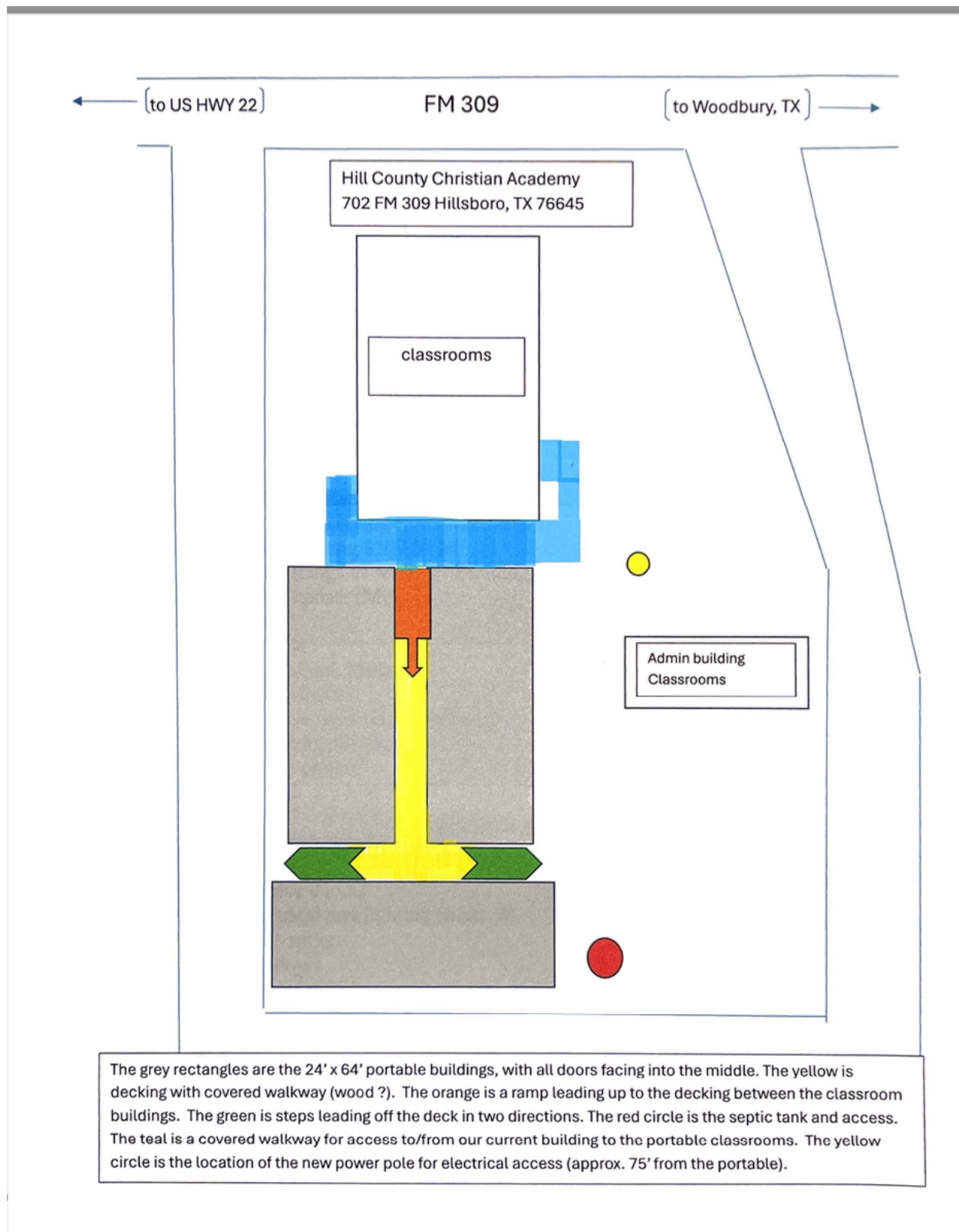
OLD BUSINESS

Eclipse updates:

- Eclipse t-shirts will bring in a little over \$4,000 in profit
- We do not currently have any RV spot sales

The original gravel delivery from Ed Bell Construction is on site. It may be possible to receive additional loads but we are awaiting feedback from Brian Mauricio on this possibility.

Portal Buildings vs Modular



Approximately 2-weeks to set-up on site. AC units located on exterior of building. One restroom in each classroom. No closet in classrooms. Suggest that it would be ideal to add a closet to each classroom along with a door that connects the classrooms.

Quotes:

- Ramtech is unable to complete the project by August.
- Boxx Modular does not deal in portable buildings like shown in the photo above. Their estimate was well in excess of \$800,000. Did not proceed.

Michael Shaw

From: brandon mymodularconstruction.com <brandon@mymodularconstruction.com>
Sent: Tuesday, February 20, 2024 2:55 PM
To: mshaw
Subject: 3 double classroom information
Attachments: classroom building b.pdf; IMG_3315.jpg; imagejpeg_0(32).jpg; 30272537361474.jpeg; 20230802_100803.jpg; 20230802_100835.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Mike!

Great speaking with you! Below is my information. Texas State Modular is our leasing arm and My Modular LLC is our construction side. So just to recap; We would provide 3 double wide classrooms 24X64 with 2 doors and 2 classrooms in each double. 2 doubles would have shared Pressure treated 8X8 deck and 6X30 ramp with 5X5 steps on the back side of the deck. The other double would have 8X8 deck with 4X30 ramp and 5X5 steps on the back of the deck. We can provide vinyl skirting or metal.

I would like to come out and see the property to accurately quote you for utilities. Please let me know when your available!!

I've attached a floor plan of the most popular model. Also, here are some units we set up and did the ADA compliant Deck, steps, and ramps on! Your units would just about mirror these.

mymodul
construction

Brandon Weatherford
Project Manager

(214) 304-3416 Office
(435) 578-9858 Fax
(903) 802-6019 Cell

ADA Compliant TAS Decks, Ramps, & Canopies
Metal Gutters
Voice / Data Installation & Dismantles
Refurbishment
Transportation
HVAC Service
Job Site Management
Electrical & Plumbing Work
Concrete and Foundations

We are also trained & certified in the following :
30 Hour OSHA
30 CFR Part 46 MSHA
40 Hour EM 385-1-1 Safety & Health Hazard Awareness
TWIC
Basic Plus

\$800 transport (x3) \$2,400
\$4,000 setup (x3) \$12,000
\$1,600 mo lease (x3) \$14,400
\$4,800/mo \$30,000 connect deck
\$57,600/yr \$44,400 set up



Mobile Mini/Willscot



Your Sales Representative
Yasmin Garip
(817)457-5300
yasmin.garip@willscot.com

Agreement Number: Q-1684143
Revision: 4
Date: 3/1/2024
Expiration Date: 3/31/2024

Master Lease Agreement and Order

Lessee:
Hill County Christian Academy
TBD
Hillsboro, TX 76645

Contact:
Michael Shaw
TBD
Hillsboro, TX 76645, US
Phone: 469-964-4619
Email: mshaw@cnimetro.com

Ship To Address:
HILLSBORO, TX 76645, US
Estimated Delivery Date :8/1/2024

Rental Pricing Per Billing Cycle

	Quantity	Price	Extended
64x24 Classroom (60x24 Box)	1	\$ 1,900.00	\$ 1,900.00
Personal Property Expense	1	\$ 95.00	\$ 95.00
ADA/IBC Switchback Ramp - 36ft & Larger w/Steps	1	\$ 650.00	\$ 650.00

Minimum Lease Billing Period: 13
Billing Cycle : 28 days

Total Recurring Building Charges:	\$ 1,900.00
Subtotal of Other Recurring Charges:	\$ 745.00
Total Recurring Charges Per Billing Cycle:	\$ 2,645.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	\$ 2,668.41

Estimated Delivery And Installation

Delivery - 12' wide	2	\$ 950.00	\$ 1,900.00
Return - 12' wide	2	\$ 950.00	\$ 1,900.00
Essentials Material Handling	1	\$ 200.00	\$ 200.00
Standard Complex Setup and Anchor	1	\$ 5,900.00	\$ 5,900.00
Standard Complex Skirting Removal	1	\$ 1,584.00	\$ 1,584.00
Standard Complex Metal Skirting	1	\$ 4,048.00	\$ 4,048.00
Standard Complex Knockdown	1	\$ 4,300.00	\$ 4,300.00
Fuel Surcharge Delivery	2	\$ 218.50	\$ 437.00
Fuel Surcharge Return	2	\$ 218.50	\$ 437.00
Ramp - Delivery & Installation	1	\$ 1,952.00	\$ 1,952.00
Ramp - Knockdown & Return	1	\$ 1,952.00	\$ 1,952.00

Total Delivery and Installation Charges:	\$ 24,610.00
Total Delivery and Installation Charges Including Estimated Taxes:	\$ 26,640.32

Estimated Final Return Charges*

Due On Final Invoice*:	\$ 0.00
Due On Final Invoice Including Estimated Taxes*:	\$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return**:	\$ 58,995.00
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:	\$ 61,329.65

Summary of Charges

Model: 64x24 Classroom (60x24 Box)	Quantity: 1	Total Charges for (1) Building(s): \$ 58,995.00
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 61,329.65

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[]	Student Chair 18 in. - Rental	Recurring	15.00	\$ 10.00	\$ 150.00
[]	Adj Student Desk w/Bookbox - Rental	Recurring	15.00	\$ 12.00	\$ 180.00
[]	Educator Workstation Package - Rental	Recurring	2.00	\$ 125.00	\$ 250.00
[]	Loss Damage Waiver (11/12)	Recurring	2.00	\$ 175.00	\$ 350.00
[]	General Liability Insurance - Classroom	Recurring	1.00	\$ 50.00	\$ 50.00

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85005

1-800-782-1500

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Yasmin Garip
(817)457-5300
yasmin.garip@willscot.com

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[]

Data Hub - Rental

Recurring

2.00

\$ 75.00

\$ 150.00



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Master Lease Agreement and Order

Lessee:
Hill Country Christian Academy
TBO
Hillbom, TX 76645

Contact:
Michael Shaw
TBO
Hillbom, TX 76645, US
Phone: 669-954-4815
Email: mshaw@connetto.com

Ship To Address:
HILLBOM, TX 76645, US
Estimated Delivery Date: 3/12/2024

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
64x24 Classroom (80x24 Box)	1	\$ 1,900.00	\$ 1,900.00
Personal Property Expense	1	\$ 95.00	\$ 95.00
ADA/IBC Switchback Ramp - 36R & Larger w/Steps	1	\$ 650.00	\$ 650.00
Minimum Lease Billing Period: 36			
Billing Cycle: 28 days			
Total Recurring Building Charges:			\$ 1,900.00
Subtotal of Other Recurring Charges:			\$ 745.00
Total Recurring Charges Per Billing Cycle:			\$ 2,645.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:			\$ 2,658.24

Estimated Delivery And Installation	Quantity	Price	Extended
Ramp - Knockdown & Return	1	\$ 1,952.00	\$ 1,952.00
Delivery - 12' wide	2	\$ 950.00	\$ 1,900.00
Return - 12' wide	2	\$ 950.00	\$ 1,900.00
Essentials Material Handling	1	\$ 200.00	\$ 200.00
Standard Complex Setup and Anchor	1	\$ 1,900.00	\$ 1,900.00
Standard Complex Skirting Removal	1	\$ 1,584.00	\$ 1,584.00
Standard Complex Knockdown	1	\$ 4,048.00	\$ 4,048.00
Fuel Surcharge Delivery	2	\$ 216.50	\$ 433.00
Fuel Surcharge Return	2	\$ 216.50	\$ 433.00
Ramp - Delivery & Installation	1	\$ 1,952.00	\$ 1,952.00
Total Delivery and Installation Charges:			\$ 24,810.00
Total Delivery and Installation Charges Including Estimated Taxes:			\$ 25,640.32

Estimated Final Return Charges*	Due On Final Invoice*	\$ 0.00
	Due On Final Invoice Including Estimated Taxes*	\$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return**		\$ 118,830.00
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**		\$ 122,336.96

Summary of Charges	Quantity	Price	Extended
Model: 64x24 Classroom (80x24 Box)	2		
Total Charges for (2) Buildings:			\$ 238,660.00
Total Charges for (2) Buildings Including Estimated Taxes:			\$ 244,471.68

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIATING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[]	Student Chair 18 in. - Rental	Recurring	15.00	\$ 10.00	\$ 150.00
[]	Adj Student Desk w/Bookbox - Rental	Recurring	15.00	\$ 12.00	\$ 180.00
[]	Educator Workstation Package - Rental	Recurring	2.00	\$ 125.00	\$ 250.00
[]	Loss Damage Waiver (11132)	Recurring	2.00	\$ 175.00	\$ 350.00
[]	General Liability Insurance - Classroom	Recurring	1.00	\$ 90.00	\$ 90.00

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85005
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Page 3 of 6

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85005
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Page 3 of 6
Total Per... \$306,003.57

3 building setup

\$ 79,920.96

3 building rent

\$ 8,005.23/mo

\$ 96,067.76/yr

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85005
1-800-782-1500
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WillScot-Mo...

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Data Hub - Rental

Recurring

2.00

\$ 75.00

\$ 150.00



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Master Lease Terms & Conditions

This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and Hill Country Christian Academy ("Lessee") for any Equipment as defined below ("Agreement"). The Agreement and any Order governs Lessee's use of Lessor's Equipment, acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation costs if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLOs"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and accessories, Additional Rental Equipment, and any additional products or services available for Lessee from Lessor at the time of an Order. Any Lease for Equipment such as an On Site Road Trailer, Temporary Structure or other equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lessee" as defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessor" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (or so long as they remain affiliates), which have entered into an Order.

e. "Order" means a written document or online Order form for an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

f. Lessee is responsible for all site conditions, use permits, and applicable Taxes, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

g. Delivery of the Equipment is delayed through no fault of Lessee for a period of more than thirty (30) days from the completion date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered. In addition to any other Lease payments, charges and Fees due, any such storage fees shall not affect commencement of the Minimum Lease Term.

h. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

i. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can opt to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/equipment/insurance> and Lessee's package.

j. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-hour Modular Equipment. Lessor shall not provide any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

k. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT IS SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

l. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any general, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

m. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

n. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value added, profits and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

o. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

p. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, all returns, restocking, and ownership/possession property taxes, licensing and filing fees, and any other expenses and/or third-party fees associated with the Equipment ("Fees").

q. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

r. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

s. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish of 17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.

Williams Scotsman, Inc. 4646 East Van Buren St, Suite 400, Phoenix, AZ 85005
1-800-782-1500
Page 5 of 6



Your Sales Representative
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[] Data Hub - Rental

Recurring

2.00

\$ 75.00

\$ 150.00



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Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scottman, Inc. and/or any affiliate ("Lessor") and H&I County Christian Academy ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lessee for Equipment such as an Over the Road Trailer, Temporary Structures or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lessee" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessor" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a Willscot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scottman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/the-essentials-insurance-and-waivers-package>.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-hour Modular Equipment. Lessor shall not provide any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value added, goods and services, or similar transactional tax, very duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.



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Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Due immediately after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: Hill County Christian Academy

Signature:

Date:

Print Name:

Title:

PO#:

**No covered walkway area. Electrical/plumbing connections.

Aries- MODULAR, custom design/build

20-30 year life expectancy- considered a permanent building

Will need to do a site visit for a more firm budget

\$730,000 to buy the building.

- + \$135,000 installation
- + \$135,000 infrastructure

mshaw

From: Bryan Wilkerson <bwilkerson@ariesbuildings.com>
Sent: Friday, February 23, 2024 7:59 PM
To: mshaw
Subject: RE: 6 pack CR with RR & 2 Offices
Attachments: 6PMC-WO.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Evening Mike,

I wanted to compile some talking points for you for your meeting tomorrow. While the following are ROM numbers they are based on a current project and very close.

The building layout I sent to you (attached), these number are based on this building with standard Delineation of Responsibilities and prepared site.

The building Sale Price would be \$ ~~730,000.00~~ (just over 100 dollars psf.)

~~24 month~~ Lease would be ~~15,880.00~~ per month. As the lessor we cover Maintenance costs.

The ~~installation costs~~ would be around 135k, I would budget about the ~~same for infrastructure~~.

I hope this gives you the information you can work with.

Bryan Wilkerson



713-408-2757
www.ariesbuildings.com

From: mshaw <mshaw@cnimetro.com>
Sent: Wednesday, February 21, 2024 2:34 PM
To: Bryan Wilkerson <bwilkerson@ariesbuildings.com>
Subject: RE: 6 pack CR with RR & 2 Offices

You don't often get email from mshaw@cnimetro.com. [Learn why this is important](#)

Thank you. That looks fantastic. The building has everything we are looking for to address our immediate needs. If you can send some budgetary figures for this configuration, I think we can move to the next step as soon as you are able.

I think you said you wanted to come take a look at the property before putting together a complete quote so just let me know when you want to do that, and I will make arrangements to meet you at that time.

Please let me know what else you need from us to get this project going.



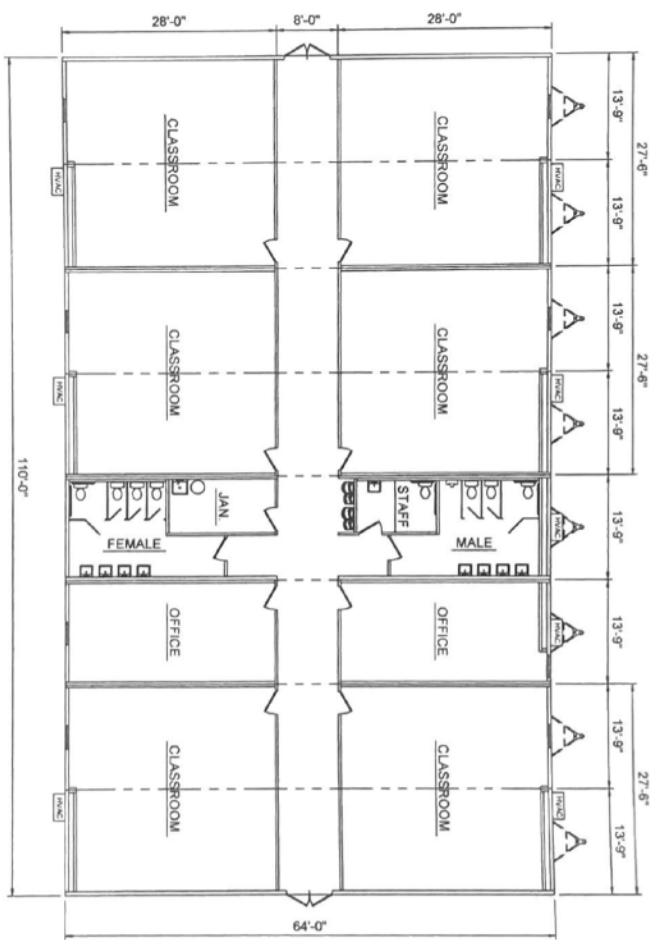
THIS INFORMATION IS THE PROPERTY OF ARIES AND IS CONFIDENTIAL MATERIAL. THIS DOCUMENT MAY NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF ARIES BUILDING SYSTEMS, LLC.

CUSTOMER APPROVAL SIGNATURE
DATE

STANDARD FINISHES
EXTERIOR SEE SPECS
FLOORING SEE SPECS
INTERIOR SEE SPECS
ADA RESTROOM
WALLS SEE SPECS

6 PACK MULTI CLASSROOM - WET
w/ OFFICES - FLOOR PLAN
112' x 64' NOMINAL - 7168

DRAWING SCALE N.T.S.
DRAWN BY: DH
DATE: 03/15/2022
CHECK BY: APP'D BY
DRAWING NUMBER 6PMC-WO
REV 0



Boxx Modular



Budgetary Estimate

The information provided in this budgetary estimate is prepared for the referenced organization and is CONFIDENTIAL. Unauthorized distribution of this information is strictly prohibited.

Prepared For: Hill County Christian Academy Date: 2/24/24
Contact Info: Mike Shaw 469-964-4619 mshaw@cnimetro.com
Name Phone Email

Building Description & Features
New Modular classroom lease options- 6 classrooms with restroom wing

Building ONLY Purchase Pricing Option	Amount (\$)
Building Budgetary Sale Price	<u>\$565,000</u>

Project Cost Pricing for Basic Scope of Work within the Building Footprint	Amount (\$)
Standard delivery & installation (block/level/anchor/skirt)	<u>-Included</u>

Project Cost Budgetary Sale Price \$565,000
Project Cost Budgetary 60 month Finance option \$12,430 Monthly

Important Terms, exclusions, and clarifications:

- Excludes taxes (sales & use)
- No provisions allowed for obstructions below grade. If encountered, there would be additional charges.
- The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
- Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer
- All site plans and surveys to be provided by Customer
- Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.

NOTE: Services outside building footprint can be quoted once approved site-plan has been received.

BOXX Modular Contact Information

<u>Justin McQueary</u>	Office Phone
Name	<u>737-212-3848</u>
<u>3475 High River Road</u>	Cell Phone
Street Address	<u>jmcqueary@boxxmodular.com</u>
<u>Fort Worth TX 76155</u>	Email
City, State, ZIP Code	

(877) 966-7839 | www.BOXXModular.com



Budgetary Estimate

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Prepared For: **Hill Country Christian Academy**

Date: **2/21/24**

Contact Info: **Mike Shaw**

469-964-4619

mshaw@cnimetro.com

Name

Phone

Email

Building Description & Features

New Modular classroom lease options- 6 classrooms, assembly room, restroom wing, office module

Building ONLY Lease Pricing Option

Amount (\$)

Building Operating Lease Term (months) **36** Building Budgetary Monthly Lease Rate **\$8,800**

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating Lease Term (months) **48** Building Budgetary Monthly Lease Rate **\$8,000**

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating Lease Term (months) **60** Building Budgetary Monthly Lease Rate **\$7,300**

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating FINANCE Term (months) **60** Budgetary Monthly Rate **\$12,430 Monthly**

INCLUDES THE DELIVERY/SET/SKIRT COST LISTED BELOW

Project Cost Pricing for Basic Scope of Work within the Building Footprint

Amount (\$)

Standard delivery & installation (block/level/anchor/skirt) **\$55,000**

ADA switchback ramp and stair at main door, deck steps at other **\$15,000**

Estimated return charges at end of lease **\$49,000**

Important Terms, exclusions, and clarifications:

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Floor Plan

(Budgetary Estimate)



modular project
Sample Photos



BOXX
MODULAR
www.BOXXModular.com



Budgetary Estimate

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Prepared For: Hill Country Christian Academy Date: 2/21/24
Contact Info: Mike Shaw 469-964-4619 mshaw@cnimetro.com
Name Phone Email

Building Description & Features

New Modular classroom lease options- 6 classrooms, assembly room, restroom wing, office module

Building ONLY Purchase Pricing Option

Amount (\$)

Building Budgetary Sale Price \$795,000

Project Cost Pricing for Basic Scope of Work within the Building Footprint

Amount (\$)

Standard delivery & installation (block/level/anchor/skirt)

-Included

Project Cost Budgetary Sale Price \$795,000

Project Cost Budgetary 60 month Finance option \$17,490 Monthly

Important Terms, exclusions, and clarifications:

- Excludes taxes (sales & use)
- No provisions allowed for obstructions below grade. If encountered, there would be additional charges.
- The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
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Prepared For: **Hill Country Christian Academy**

Date: **2/21/24**

Contact Info: **Mike Shaw**

469-964-4619

mshaw@cnimetro.com

Name

Phone

Email

Building Description & Features

New Modular classroom lease options- 6 classrooms, assembly room, restroom wing, office module

Building ONLY Lease Pricing Option

Amount (\$)

Building Operating Lease Term (months) 36 Building Budgetary Monthly Lease Rate \$12,360

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating Lease Term (months) 48 Building Budgetary Monthly Lease Rate \$11,300

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating Lease Term (months) 60 Building Budgetary Monthly Lease Rate \$10,300

Monthly Personal Property Fee equal to 8% of Monthly Lease Rate (applies to lease ONLY)

Building Operating FINANCE Term (months) 60 Budgetary Monthly Rate \$17,490 Monthly

INCLUDES THE DELIVERY/SET/SKIRT COST LISTED BELOW

Project Cost Pricing for Basic Scope of Work within the Building Footprint

Amount (\$)

Standard delivery & installation (block/level/anchor/skirt) \$75,000

ADA switchback ramp and stair at main door, deck steps at other \$15,000

Estimated return charges at end of lease \$69,000

Important Terms, exclusions, and clarifications:

- Excludes taxes (sales & use)
- No provisions allowed for obstructions below grade. If encountered, there would be additional charges.
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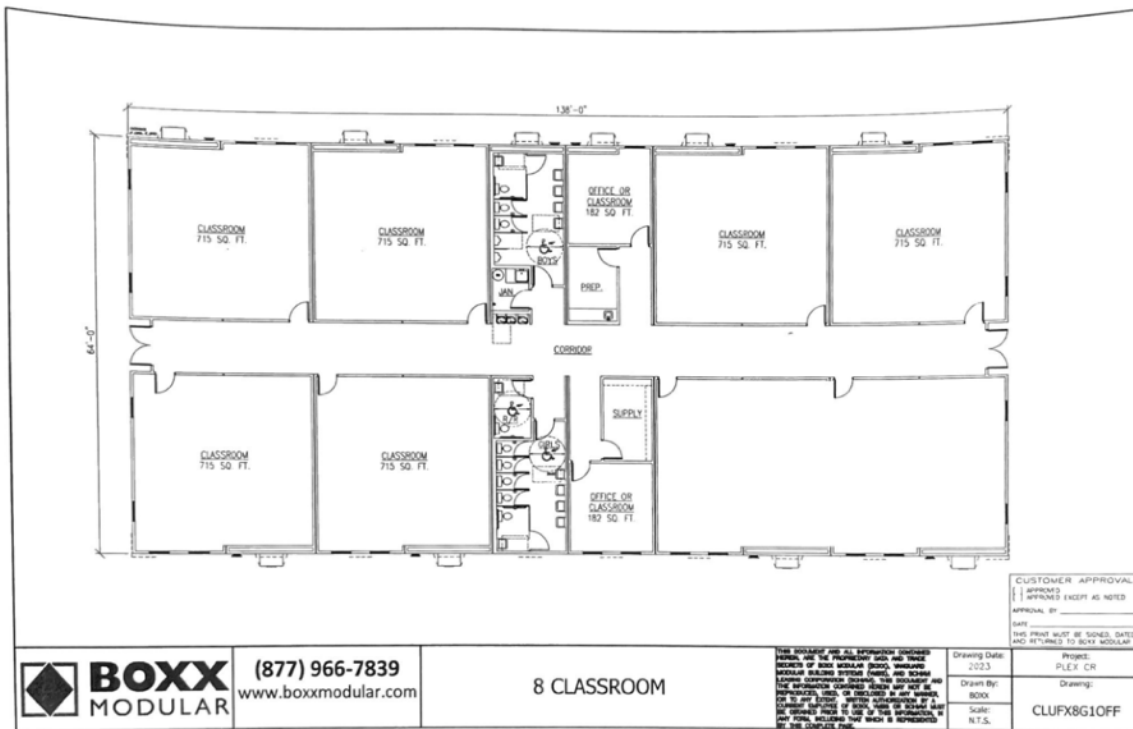
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jmcqueary@boxxmodular.com

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Boxx has a 4 month lead time. We will need to supply electrical and plumbing to the building and sewage from the building along with any sidewalks or awnings from existing buildings to the new building.

Suggested casting a 5 year and 10 year plan/vision and make the decision on modular vs temporary building.

Mike will ask Aries/Boxx about warranties

Mike Shaw will contact Boxx and Aries to get a final estimate for the building layout below. He will also follow up with Texas Modular to get their final estimate. The goal is to be able to make a board decision within a weeks time.



Prom Dress code: Candace changed [prom dress code](#) to reflect that the dress back standard from the natural waist line to the bottom of the shoulder blade.

Technology:

- Discussed changing the domain to aid with applying for Grants. Paula has found some Grants that require our domain match the school name.
- Richard made a motion to change the website domain to hcca-tx.org and and to purchase hcca-tx.com and point it to the .org domain. Paul will also point the hillcountychristianacademy.com to the .org domain. Seconded by Karin. Motion carried unanimously
- Mike made a motion to change billing contact info for Nextlink to the schools name and information. Seconded by Richard. Motion carried unanimously.
- Mike will contact Nextlink to get pricing and options for switching to their Tarana tower which would give us better bandwidth
- HCCA pays \$8.99/month for the Nextlink Router. Mike suggested seeing if the Hilco Grant will pay for a good quality router equipped with AI mesh. Service is \$72/month.

Construction project

- Next work day March 16th
- It was a consensus of the board to move forward with spray foam insulation on the two exterior walls and the ceiling in the carport area. The bid is \$2800 or less to spray foam the 2 exterior walls and \$2600 for the ceiling
 - Candace made a motion to apply for the Hilco grant to pay for the spray foam insulation in the cafeteria, seconded by Mike. Motion carried unanimously
- Richard made a motion to buy two sections of scaffolding, seconded by Mike. Motion carried unanimously.
 - Paula will order scaffolding and (2) 32 inch interior bathroom doors

- Paula advised that Muehler was the best pricing for R Panel. Allowing \$1/foot discount. \$48/ pannel usual fee, with discount \$36/panel for 12'x36" panel. Also quoted window fashing and corner panel. Kelby will make another contact for a quote.
- Candace will check with her father in law to see if his business is willing to donate two windows for the carport/cafeteria area

NEW BUSINESS

- It was a consensus of the board for Mike Shaw to see if Jessika Wohleb would be interested in servicing on the school board.
- Brenda asked the board to pray for how to handle student cell phone use during the school day. She presented a cell phone pouch that LaVega ISD is using.
- Brenda invited the board to join the lunch team for lunch to review the processes in the cafeteria to help guide our decisions in the future.

Next meeting April 13th at 10 am in the DL Williams Event Center

Karin made a motion to adjourn, Maria seconded by carried unanimously

Minutes respectfully submitted by Candace Bates