



## Notice of Public Hearing and Regular Meeting The Board of Trustees Lago Vista ISD

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A Public Hearing and Regular Meeting of the Board of Trustees of Lago Vista ISD will be held on October 22, 2012, beginning at 6:00pm in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

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.

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1. Invocation
  2. Welcome visitors/public participation
  3. Public Hearing: Financial Integrity Rating System of Texas
  4. Interlocal Agreement with the City of Lago Vista: Water and wastewater services for New High School
  5. Shared Parks Agreement: Agreement with City of Lago Vista for mutual use of ball fields and tennis courts
  6. Consider and Approve Resolution authorizing notice to the Texas Comptroller identifying LVISD's Eminent Domain Authority
  7. Facility Planning: Robert Gadbois with Owners Building Resource will present bids for review
  8. Approval of Prevailing Wage Rate: Applicable to New High School Construction Project
  9. Approval of Student Health Advisory Committee Members
  10. Approval of minutes for regular meeting on September 17<sup>th</sup>
  11. Monthly financial report
  12. Superintendent Report
    - a. Contracted Services
    - b. Ipad Initiative Field Trips
    - c. Attendance Report
    - d. District Improvement Plan Review
  13. Adjourn
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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.*

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Matt Underwood  
Superintendent

Date



- 1.3 “Effective Date” means the last day of execution of this Agreement by all parties hereto.
- 1.4 “Internal Easement” means the easement within the Property to be conveyed by LVISD to the City as more particularly described in Section 6.1 of this Agreement.
- 1.5 “Internal Facilities” means the internal domestic water and wastewater infrastructure to be constructed, owned, operated and maintained by LVISD within the Property. The Internal Facilities shall include all facilities and equipment required to connect the Internal Facilities to the Point of Delivery Meters. The Internal Facilities shall be owned and maintained by LVISD.
- 1.6 “Fire Loop” means the internal water line specific for the provision of fire protection. The Fire Loop will be connected directly to the 16-inch HDPE water line. The design and construction of the Fire Loop will be the responsibility of LVISD. Upon completion, LVISD will dedicate the Fire Loop and associated easement to the City. The City will then be responsible for the maintenance and operation of the Fire Loop.
- 1.7 “Notice and Opportunity to Cure” refers to the notice and cure procedures set forth in Section 8.4 of this Agreement.
- 1.8 “Water and Wastewater System Improvements” means, collectively, the improvements to be designed and constructed by or on behalf of the City as close as possible to the new LVISD High School building and generally consisting of a four hundred thousand (400,000) gallon elevated water storage tank, approximately 4,370 linear feet of 16-inch water line to connect the elevated water tank to the City’s existing 16-inch water line, and 1,063 linear feet of 4-inch sanitary sewer force main necessary to service the new High School an 8 inch HDPE sewer line of approximately 7,200, upgrades to the Allegiance Pump Station and related facilities, equipment and appurtenances, as more particularly depicted in **Exhibit “A”**.
- 1.9 “Water and Wastewater System Improvements Costs” means the costs of the elevated water tank, transmission line and sanitary sewer force main, including, without limitation, all costs of design, engineering, materials, labor, construction, and testing arising in connection with the Water and Wastewater System Improvements; all payments arising under any contracts entered into by or on behalf of the City for the construction of the Water and Wastewater System Improvements; all costs incurred by the City in connection with obtaining governmental approvals, certificates, or permits required as a part of the construction of the Water and Wastewater System Improvements; and all out-of-pocket expenses incurred by the City in connection with the design and construction of the Water and Wastewater System Improvements.
- 1.10 “Point of Delivery Meters” means the meters at which the transmission line and sanitary sewer force main will connect to the Internal Facilities, which meters shall also be the point of delivery at which the City shall provide retail water and wastewater service to the Property.
- 1.11 “Property” means that approximate 101- acre tract of land located in Travis County being more particularly described in **Exhibit “A”** attached hereto.

## **II. PROVISION OF RETAIL WATER AND WASTEWATER SERVICES**

2.1 **Service.** The City agrees to provide retail water and wastewater service to the Property in accordance with and subject to the terms and conditions of the existing agreement between the Parties for such service, the City’s standard rules and policies, and the applicable laws and

regulations of the State of Texas. The City acknowledges that time is of the essence, and understands that the availability of potable water and wastewater service is necessary for the intended use of the Property as a high school. The City anticipates that the Water and Wastewater System Improvements will be completed, and retail water and wastewater service available to the Property, **on or before** the project completion date of **March 1, 2014**.

2.2. **Fire Flow.** It shall be the responsibility of the City to acquire approval from any local, state, or federal regulatory authorities regarding the adequacy of fire protection for the Property, including the local fire marshal.

### **III. INTERNAL FACILITIES**

3.1 **General.** All domestic water distribution facilities, equipment and appurtenances located on the customer side of the Point of Delivery Meters will be owned by LVISD, and the City shall have no responsibility for ownership, operation, or maintenance of such facilities.

3.2 **Design of Internal Facilities and Fire Loop.** All physical facilities to be constructed or acquired as a part of the Internal Facilities and Fire Loop will be designed by a qualified registered professional engineer selected by LVISD. The Internal Facilities and Fire Loop shall be designed so as to provide continuous and adequate service within the Property and so as to ensure their compatibility with the City's connections. LVISD shall submit the proposed plans and specifications for the Internal Facilities, the Point of Delivery Meters and Fire Loop to the City for review and prompt approval, which shall not be unreasonably delayed or denied, prior to commencement of construction, so that the City may confirm the size and type of the Point of Delivery Meters, ensure the proposed facilities are compatible with the City System, and ensure that such facilities will not result in a cross-connection or potential hazard to the purity of the City's water supply.

3.3 **Cost of Internal Facilities and Fire Loop.** LVISD shall be responsible for the costs of the Internal Facilities, the Point of Delivery Meters and Fire Loop, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Internal Facilities; all payments arising under any contracts entered into by LVISD for the construction of the Internal Facilities and Fire Loop; all costs incurred by LVISD in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Internal Facilities and Fire Loop; and all out-of-pocket expenses incurred in connection with the construction of the Internal Facilities and Fire Loop.

3.4 **Cross-Connection and Backflow Prevention.** LVISD shall be responsible for installation, operation, maintenance and testing of all backflow prevention assemblies installed as part of the Internal Facilities. The proposed specifications for the backflow prevention assemblies shall be submitted to the City for review and prompt approval, which shall not be unreasonably delayed or denied. LVISD shall retain a properly licensed and qualified contractor to inspect and test the backflow prevention assemblies on an annual basis, and shall promptly provide a written copy of all test results to the City. LVISD acknowledges and agrees that City personnel shall have the right to inspect and test the backflow prevention assemblies to protect the City's water supply. Except in the event of emergencies, the City shall provide reasonable prior notice to LVISD of any such inspections, so that LVISD may have a representative observe any such inspections or testing.

3.5 **Domestic water supply and fire protection.** LVISD and the City shall mutually determine the point of connection(s) to the 16-inch PVC water line for purposes of domestic water supply and fire protection.

**IV.**  
**WATER AND WASTEWATER SYSTEM IMPROVEMENTS**

4.1 **General.** The City shall be responsible, in consultation with LVISD, for the design, construction, and installation of the Water and Wastewater System Improvements, including, but not limited to, acquisition of any required easements and any and all necessary offsite raw water pump improvements. The City shall provide LVISD a summary of estimated costs for the Water and Wastewater System Improvements no later than **July 31, 2012**.

4.2 **Tank site and access road.** LVISD shall perform site grading for the tank site and for the access road to the tank site. The City shall provide surface course for the access road and security for the tank site as required, pursuant to the City's rights and duties under the easement instrument attached hereto as **Exhibit B**. Upon completion of the tank, LVISD shall convey the property on which the tank is located to the City at no additional cost.

4.3 **Cost of Water and Wastewater System Improvements.**

(a) LVISD will contribute to the Water and Wastewater System Improvements Costs a total of one million, five hundred and seventy four thousand nine hundred and nineteen dollars and no cents (\$1,574,919.00). The City will contribute two hundred and eighty three thousand four hundred dollars and no cents (\$283,400). LVISD and City will share equally any and all Water and Wastewater System Improvements Costs that exceed the contribution of LVISD and City set out in this subparagraph.

(b) The City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Internal Facilities and Fire Loop.

4.4 **Oversizing Costs.** In the event that the City oversizes any portion of the Water and Wastewater System Improvements beyond the sizes identified on **Exhibit "A"** attached hereto, the City will pay 100 percent of the costs and expenses of design and construction associated with such oversizing.

4.5 **Operation and Maintenance Responsibility.** The City will be responsible for ownership, operation and maintenance of the Water and Wastewater System Improvement and the resulting improvements to the City's water and wastewater system.

4.6 **Records of Water and Wastewater System Improvements.** LVISD shall have the right to review and audit the City's records related to design, construction and installation of the Water and Wastewater System Improvements, including the right to submit such records to design, engineering, and/or construction professionals designated by LVISD.

4.7 **Building and Development Fees.** As additional consideration, the City shall waive fees related to zoning, platting, and site development activities except those costs involving professional services and advertising. With regard to professional service costs, the City agrees to waive its normal markup of 12.5% on such fees. The City also agrees to waive any tap fees associated with the new facilities, however LVISD will be expected to pay for the cost related to meter acquisition and installation. Since a good portion of the building plan review and inspectional activity will be performed by outside agencies the City will expect LVISD to

provide for the costs related to building permit fees. .

**V.**  
**REIMBURSEMENT FOR WATER AND WASTEWATER SYSTEM  
IMPROVEMENT COSTS**

5.1 **Subsequent User Fee.** The Parties agree that the Water and Wastewater System Improvements will include capacity to provide water service beyond that which is necessary to serve LVISD's Property. The City agrees to reimburse LVISD from subsequent developer(s) or any subsequent users that utilize the transmission line and elevated water tank and have not contributed cash for the project, in an amount equal to a percentage of LVISD's total contribution. The 4" sanitary sewer force main is not subject to subsequent user fees. The City will remit payment thereof to LVISD in accordance with the following terms and conditions:

- (a) The City shall collect the subsequent user fees from developers or any subsequent users of property for which capacity in the transmission line and elevated water tank is used or useful who have not provided funding to participate in the projects;
- (b) The amount of pro rata reimbursement to be collected by the City from each developer or any subsequent users shall be calculated by the City in accordance with the applicable City Ordinance(s), as set forth in the formula attached as **Exhibit "C."** Each subsequent user fee payment obligation shall be set forth in the nonstandard service agreement entered into by the City with each such subsequent users;
- (c) The City shall pay all subsequent user fees collected from users to LVISD within 90 days after collection of same;
- (d) The City's obligation to collect the subsequent user fee and remit payment to LVISD shall terminate when the total payments by the City pursuant to this subsection 5.1 of the Agreement;
- (e) It is the Parties' mutual intent that the subsequent user fee shall not be considered an impact fee as described in Section 395.001 of the Local Government Code; and
- (f) If for any reason it is found or asserted by a court, regulatory agency or other authority that the subsequent user fee is an unauthorized impact fee, or cannot be charged or collected as contemplated herein for any reason, or the City otherwise determines in good faith after the exercise of reasonable diligence that it cannot recover the subsequent user fee from any one or more subsequent developer(s), the Parties agree that the City shall terminate collection of the fee immediately, and the City shall immediately refund the balance of the sum paid by LVISD to LVISD.

**VI.**  
**REAL PROPERTY ACQUISITION**

6.1 **Internal Easement.** LVISD shall convey to the City, at no cost to the City, an exclusive water line easement and a non-exclusive temporary construction easement, along the frontage of and within the Property necessary to extend the transmission line and construct the elevated water tank, as depicted in **Exhibits A and B**.

6.2 **Off-Site Real Property Interests.** The City is responsible for securing, at the sole cost and expense of the City, all easements or other real property interests required for construction of the Water and Wastewater System Improvements not constructed within the Property.

## **VII. CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7.1 **Representations of LVISD.** LVISD acknowledges, represents and agrees that:

(a) LVISD is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

(b) Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation; and

(c) This Agreement is a contract for goods and services for purposes of Chapter 271, Subchapter I, of the Texas Local Government.

The City is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

7.2 **Representations of the City.** The City represents and warrants to LVISD that:

(a) The City is a municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement;

(c) This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the City;

(d) The execution and delivery of this Agreement and the performance by the City of its obligations hereunder do not contravene the provisions of, or constitute a default under, the terms of any indenture, mortgage, contract, resolution, or other instrument to which the City is a party or by which the City is bound;

(e) This Agreement is a contract for goods and services for purposes of Chapter 271, Subchapter I, of the Texas Local Government; and

(f) The City shall provide more than sufficient water and wastewater service to the Property on or before **March 1, 2014**.

LVISD is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the City will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement.

## **VIII. REMEDIES**

8.1 **City Remedies.** If LVISD fails or refuses to timely comply with any of its obligations hereunder, or if LVISD's representations, warranties or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy at law or in equity or under this Agreement to which it may be entitled; to terminate this Agreement; or to waive the applicable objection or condition.

8.2 **LVISD Remedies.** If the City fails or refuses to timely comply with its obligations hereunder, or if the City's representations, warranties or covenants contained herein are not true or have been breached, LVISD will have the right to enforce this Agreement by any remedy in equity to which it may be entitled, including termination, or waive the applicable objection or condition.

8.3 **Waiver of Immunity.** The Parties acknowledge and agree that this Agreement is subject to Chapter 271, Subchapter I, of the Texas Local Government Code, and the limited waiver of sovereign immunity provided in that Subchapter. The Parties further hereby agree and expressly authorize the prevailing party in an adjudication brought pursuant to this Agreement to recover its reasonable and necessary attorney's fees in accordance with Chapter 271, Subchapter I, of the Texas Local Government Code. Nothing in this section shall be construed to limit, or constitute a waiver of, any Party's sovereign or governmental immunity to claims of liability raised by third persons, and each Party specifically retains all immunity from suit and from damages that it may otherwise be entitled to under the laws of the State of Texas.

8.4 **Notice and Opportunity to Cure.** If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

8.5 **City's Duty to Refund to LVISD.** The City's duties pursuant to this Agreement, including financial duties, shall be expended prior to LVISD's financial duties. If the Water and Wastewater System Improvements should require less than budgeted, LVISD shall be immediately refunded the corresponding amount by the City.



**IX.  
NOTICES**

9.1 **Addresses.** All notices hereunder from LVISD to the City will be sufficient if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to the City to the attention of City Manager, 5803 Thunderbird, P.O. Box 4727, Lago Vista, Texas, 78645, facsimile: (512) 267-7070. All notices hereunder from the City or LVISD will be sufficiently given if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to LVISD to the attention of Superintendent of Schools, Lago Vista Independent School District, P.O. Box 4929, Lago Vista, Texas. 78645, Facsimile (512) 267-8304.

**X.  
MISCELLANEOUS**

10.1 **Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

10.2 **Term and Termination.** This Agreement shall be effective upon execution by both Parties and shall remain in effect for a period of ten (10) years, unless otherwise terminated according to its terms. Any outstanding payment obligation of either Party shall survive termination. Should any amount of the Subsequent User Fee remain outstanding at Termination, the City shall immediately pay LVISD that amount.

10.3 **Appropriation of Funds.** LVISD covenants that as of the date of execution of this Agreement, it reasonably believes that LVISD has appropriated or will appropriate sufficient funds available to make all payments for which it is responsible under this Agreement based upon the estimates furnished by the City. LVISD further agrees that its official or employee responsible for preparing budgets will provide appropriate funding for its payments hereunder in its annual budget request submitted to the governing body of LVISD. If the governing body of LVISD chooses not to appropriate funds for such payments, then the governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. The City agrees that LVISD's payment obligations hereunder will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements, and nothing contained herein will be interpreted as a pledge of general tax revenues, funds, or moneys. If sufficient funds are not budgeted or appropriated and budgeted by the governing body of LVISD and LVISD has exhausted all funds legally available for payments due hereunder, then LVISD will give written notice thereof to the City, this Agreement will terminate for all purposes, and the Parties will be without further obligation to each other. In the event of any such termination by LVISD, the City shall have no obligation to provide water and wastewater service to the Property, and shall refund to LVISD the balance of any funds held by the City from LVISD after payment of the City's costs and expenses incurred as of the date of, or arising out of, termination.

The City covenants that as of the date of execution of this Agreement, it reasonably believes that the City has appropriated or will appropriate sufficient funds available to make all payments for which it is responsible under this Agreement based upon the estimates furnished by LVISD, including but not limited to the appropriation of available Park Funds in the amount of three hundred twenty four thousand nine hundred and nineteen dollars and no cents (\$324,919.00). If the governing body of the City chooses not to appropriate funds for such payments, then the governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. LVISD agrees that the City's payment obligations hereunder will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements, and nothing contained herein will be interpreted as a pledge of general tax revenues, funds, or moneys. If sufficient funds are not budgeted or appropriated and budgeted by the governing body of the City and the City has exhausted all funds legally available for payments due hereunder, then the City will give written notice thereof to LVISD, this Agreement

will terminate for all purposes, and the Parties will be without further obligation to each other. In the event of any such termination by the City, LVISD shall have no obligation to provide water and wastewater service to the Property, and shall refund to the City the balance of any funds held by LVISD from the City after payment of LVISD's costs and expenses incurred as of the date of, or arising out of, termination.

10.4 **Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

10.5 **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

10.6 **Costs and Expenses.** Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses incurred by such Party in connection with the transaction contemplated by this Agreement.

10.7 **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

10.8 **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party, which consent will not be unreasonably withheld. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

10.9 **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

10.10 **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

10.11 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

10.12 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by the governing body of the City and LVISD, and executed by the duly authorized representatives of all Parties.

10.13 **Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

10.14 **Venue.** All obligations of the Parties are performable in Travis County, Texas and venue for any action arising hereunder will be in Travis County.

10.15 **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

10.16 **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the closing of this transaction and the conveyance and transfer of the Interests to be Acquired to the City.

10.17 **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

10.18 **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matter.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

**CITY OF LAGO VISTA**

By: \_\_\_\_\_  
Bill Angelo, City Manager

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Matt Underwood, Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Bill Angelo, City Manager of the City of Lago Vista, a home rule municipal corporation of the State of Texas, on behalf of said municipal corporation.

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

(SEAL)

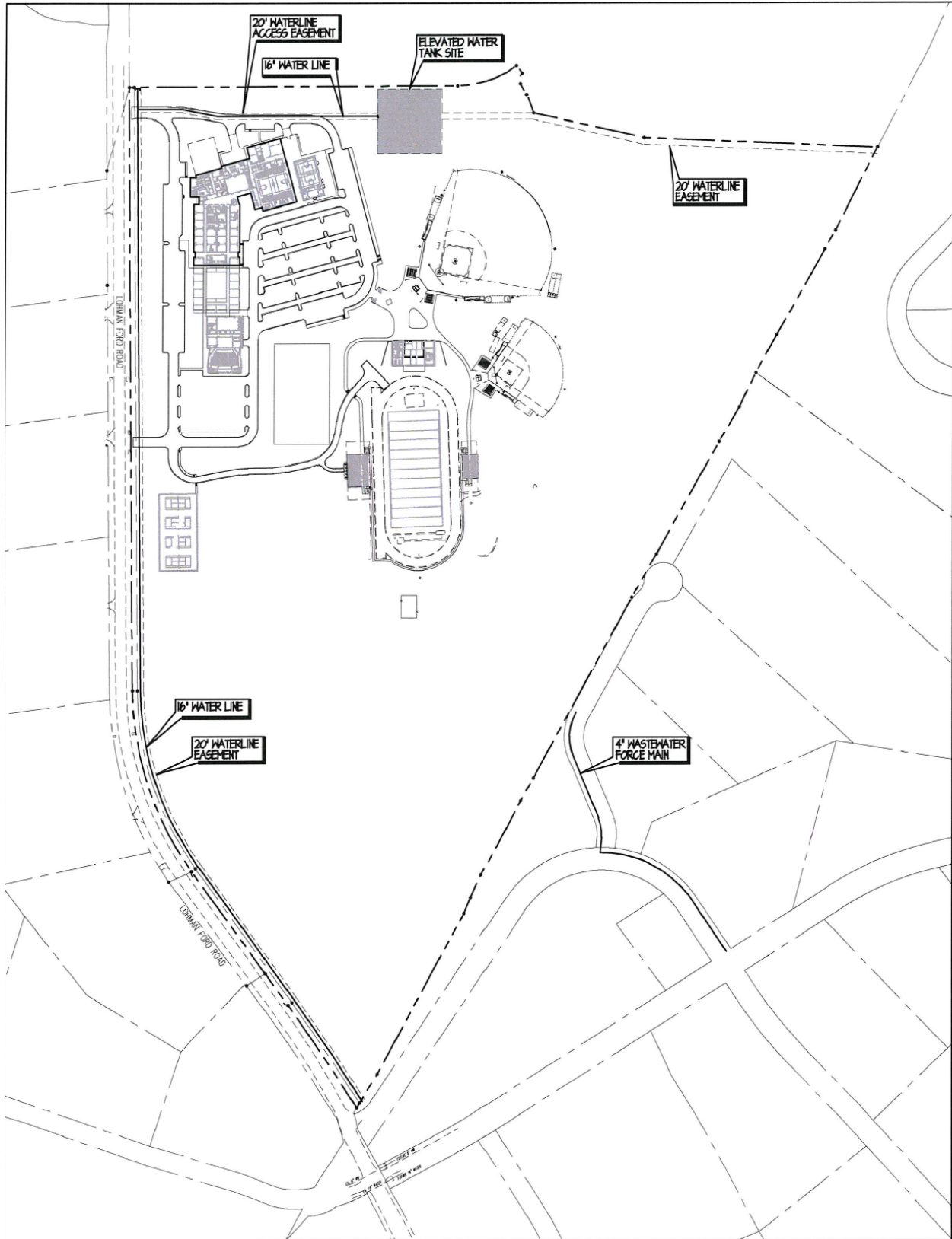
THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Matt Underwood, Superintendent of Schools of the Lago Vista Independent School District, a political subdivision of the State of Texas, on behalf of said school district.

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

# Exhibit "A"

## Description of Property and Illustration of Water and Wastewater System Improvements



**Exhibit "B"**

**WATER LINE AND FACILITIES EASEMENT**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**DATE:** \_\_\_\_\_, \_\_\_\_\_

**GRANTOR:** **Lago Vista Independent School District**, an independent school district and political subdivision of the State of Texas

**GRANTOR'S MAILING ADDRESS:** **P.O. Box 4929**  
**Lago Vista, Texas 78645**

**GRANTEE:** **City of Lago Vista**, a home rule municipal corporation of the State of Texas

**GRANTEE'S MAILING ADDRESS:** **P. O. Box 4727**  
**Lago Vista, Texas 78645**

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**GRANT:** Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee an exclusive easement (the "Water Line and Facilities Easement") in, upon, under, over the Water Line and Facilities Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The exclusive easement, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a non-exclusive temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate thirty days (30) after Grantee has completed initial construction of the authorized improvements in the Water Line and Facilities Easement.

**DESIGNATION OF COURSE:** The “Water Line and Facilities Easement Tract” is defined as a tract of land approximately 200’ X 200’ (40,000 square feet) upon, across, over and under the following described real property:

.918-acres of land, more or less, more particularly described by metes and bounds attached hereto as Exhibit A, and shown on a sketch attached hereto as Exhibit A-1, said exhibits being incorporated herein by reference for all purposes.

The non-exclusive “Temporary Construction Easement Tract” is defined as a tract of land being upon and across the surface only of the following described real property:

\_\_\_\_\_ - acres of land, more or less, more particularly shown on a sketch attached hereto as Exhibit B, said exhibit being incorporated herein by reference for all purposes.

**PROJECT:** Multiple water lines, a water tank, and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities, as described in detail in the “Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements” entered into by Grantor and Grantee. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line and Facilities Easement.

**OBLIGATION OF GRANTEE:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that except as otherwise provided in this instrument, it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line and Facilities Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

**RIGHTS OF GRANTOR:** Grantor shall have the right to abate any unauthorized use of the Water Line and Facilities Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Water Line and Facilities Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Water Line and Facilities Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Water Line and Facilities Easement Tract that materially interfere with the exercise of Grantee's rights hereunder. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Water Line and Facilities Easement Tract. Grantee shall not be

responsible for damage it causes to unauthorized improvements within the Water Line and Facilities Easement Tract. Notwithstanding any provision in this instrument to the contrary, in the event that Grantor modifies existing fencing or constructs new fencing on Grantor's property after the date of this instrument so as to deprive Grantee of access to and from the Water Line and Facilities Easement Tract (including access required for vehicles and equipment), Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access.

**EXCLUSIVITY:** Grantee's easement rights within the Water Line and Facilities Easement Tract shall be exclusive. Grantee's easement rights within the Temporary Construction Easement shall be non-exclusive.

**HABENDUM:** To HAVE AND HOLD the Water Line and Facilities Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**TERMINATION:** The Water Line and Facilities Easement and Temporary Construction Easement shall terminate in the event of termination of that certain "Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements" entered into by Grantor and Grantee. Under such circumstances, Grantee agrees to record an instrument in the Official Property Records of Travis County releasing all of its rights and interests to the Water Line and Facilities Easement and Temporary Construction Easement. In the event of such termination, Grantee may promptly remove or abandon all Project facilities located within the Water Line and Facilities Easement Tract, as determined in the sole discretion of Grantee.

**SUCCESSORS AND ASSIGNS:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Water Line and Facilities Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR:

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Lago Vista  
Independent School District, an independent school district of the State of Texas, on behalf of  
said school district.

(Seal and Expiration)

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

After recording return to:  
City of Lago Vista  
P. O. Box 4727  
Lago Vista, Texas 78645

**Exhibit “C”**

**Subsequent User Fee Methodology**

Living Unit Equivalent's (LUE) development needs ÷ total number of LUEs = X

Subsequent User Fee = X × [total cost of line]

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF LAGO VISTA AND THE  
LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

This **INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAGO VISTA AND THE LAGO VISTA INDEPENDENT SCHOOL DISTRICT** (this "Agreement") is executed as of this the \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the Board of Trustees of the Lago Vista Independent School District, a governmental district and political subdivision of the State of Texas (the "District"), and the City of Lago Vista, Texas, a home-rule municipal corporation organized under the laws of the State of Texas (the "City"), acting by and through their duly authorized representatives.

**WHEREAS**, the District owns land and improvements, the "District Land" as described in the document attached hereto and incorporated herein for all purposes as Exhibit "A";

**WHEREAS**, the District has issued bonds for the purpose of developing sports facilities on the District Land to include baseball and softball fields, tennis courts, practice fields, and related infrastructure and improvements<sup>1</sup> ("the Recreational Facilities") as further described in the document attached hereto and incorporated herein for all purposes as Exhibit "B";

**WHEREAS**, subject to the availability of funding, the City desires to participate in the cost of developing the Recreational Facilities in exchange for the District constructing and paying for the construction of the Recreational Facilities, granting the public the right to use the Recreational Facilities, subject to availability, and in exchange for the District agreeing to an exclusive lease to the City of a certain improved sports field (baseball) tract ("the Tract") described in the Lease attached hereto and incorporated herein as Exhibit "C" ("the Lease") for use as part of the City's sport complex;

**WHEREAS**, the City Council finds this use of City funds to be for the benefit of the citizens of the City and consistent with the lawful purpose of providing recreational facilities for public use;

**WHEREAS**, the Board of Trustees of the District has determined that the Tract will no longer be necessary to the operation of the District upon completion of the Recreational Facilities;

**WHEREAS**, the Board of Trustees finds that developing the Recreational Facilities, providing the public use of the Recreational Facilities, and lease of the Tract to the City in

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<sup>1</sup> The term Recreational Facilities does not include any gymnasium or performing arts center which may be built by the District.  
Interlocal Cooperation Agreement

exchange for the City's participation in the cost of development of the Recreational Facilities will provide valuable and continuing benefits to the District, its programs and students and will serve a lawful purpose of the District, and that the terms of the lease of the Tract provide sufficient control over the real property leased so as to ensure that the public purposes set forth herein will be fulfilled;

**WHEREAS**, the District desires to design, construct, maintain and operate the Recreational Facilities, to allow the public use of the Recreational Facilities, subject to reasonable availability, and to lease the Tract to the City for its use in the City's sport complex; and

**WHEREAS**, subject to the receipt of funds for this project, the City and the District now desire to enter into an agreement providing for development, cost participation, and shared use of the Recreational Facilities and lease of the Tract to the City;

**NOW, THEREFORE**, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and the City, the parties contract, covenant and agree as follows:

**ARTICLE 1.**  
**PERFORMANCE BY THE CITY**

**Section 1.01. Financial Participation By City.** In consideration for the District constructing and paying its portion of costs for constructing the Recreational Facilities, leasing the Tract to the City, opening the Recreational Facilities to the public, and other consideration set forth herein, the City shall participate financially in the cost of construction of the Recreational Facilities up to a maximum total amount of \$324,919.00 ("Total Amount"), to be paid from funds currently available in the City's Parkland Dedication (or Park Fees) Fund.

**Section 1.02. Timing of Payment By City.** The City's financial contribution shall be paid within thirty days (30 days) of the execution of this Agreement and the execution of the Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements.

**Section 1.03. Use Agreement.** Upon the execution and delivery of this Agreement by the District to the City, the City shall execute and deliver to the District the Use Agreement attached hereto and incorporated herein for all purposes as Exhibit "D".

**Section 1.04. Purpose of Use.** The City will use the Tract for the purpose of park and recreational land upon receipt of the fully executed copy of this Agreement, the execution of the Lease from Exhibit "C" and transition of the leased Tract to the City, and the District's final completion of construction of the Recreational Facilities and opening of the Recreational Facilities to the public.

**ARTICLE 2.**  
**PERFORMANCE BY THE DISTRICT**

**Section 2.01. Lease Agreement.** The District hereby agrees to lease the Tract to the City, subject to the terms of this Agreement for an annual lease amount of one dollar and no cents, (\$1.00.) and for a minimum term of twenty (20) years. The District will execute and deliver to the City within sixty (60) days of the execution of this Agreement the Lease for the Tract in the form attached hereto and incorporated herein as Exhibit "C".

**Section 2.02. Design and Construction of Recreational Facilities by District.** The District will during the Initial Term of this Agreement, develop a site plan for Recreational Facilities as set forth in Exhibit "B" hereto. The District shall contract with a licensed engineer or architect for the layout and design of the Recreational Facilities. The District will require that the licensed engineer or architect design the tennis courts in accordance with all applicable University Interscholastic League regulations, in effect as of the date of the contract with the engineer or architect, governing the size, marking, and layout for facilities used for sanctioned University Interscholastic League competitions.

**Section 2.03 Construction of Recreational Facilities.** The District will cause the construction to be inspected and substantially completed within thirty six (36) months after the effective date of this Agreement. The time limits set forth in this paragraph are essential elements of this Agreement.

**Section 2.04. Delay by the District.** If the District fails to timely complete the layout, design, plans, and specifications for the Recreational Facilities, or fails to construct the Recreational Facilities as herein provided, or if such construction is delayed and the District fails to diligently pursue construction and completion of the Recreational Facilities, the City shall not be obligated to pay any further amounts owed under this Agreement unless and until the Recreational Facilities are completed and may, at the City's option, terminate this Agreement and require a refund pursuant to Section 4.02 below.

**Section 2.05. Use Agreement.** Upon the execution and delivery of this Agreement by the City to the District, the District shall execute and deliver to the City the Use Agreement attached hereto and incorporated herein for all purposes as Exhibit "D"

**Section 2.06. Use by the Public.** ". The parties intend that the Use Agreement and the Lease contemplated in Exhibit "C" are supplemental agreements to this Agreement and the consideration set forth in this Agreement shall apply to both the Use Agreement and the Lease. In the event the District fails to allow use of the Recreational Facilities by the public during the term of this Agreement, subject to reasonable availability restrictions by the District, the City may terminate this Agreement and the District shall refund the payments made by the City pursuant to this Agreement.

**ARTICLE 3.**  
**RIGHTS, USE, AND MAINTENANCE OF FACILITIES**

**Section 3.01.** In accordance with this Agreement, The City shall retain exclusive rights to the Tract and any improvements thereto.

**Section 3.02.** The District shall retain title to and ownership of the following land and facilities that are available for public access,

New Tennis Courts  
New Practice Football Field  
Practice Field at Sisemore  
Sisemore Field  
New Softball Field  
New Baseball Field  
Existing Baseball Field

**Section 3.03.** The following fields will be managed and maintained by the District at the District's cost. The District shall have primary rights to use of these facilities. The City will have access to and rights to use of these facilities subject to reasonable availability. Terms of use are set forth in the shared use agreement attached hereto as Exhibit "D".

New Tennis Courts  
New Practice Football Field  
Practice Field at Sisemore  
Sisemore Field  
New Softball Field  
New Baseball Field

**Section 3.04.** The Tract, including the current baseball and softball fields, will be managed, used, and maintained by the City at the City's cost (following execution of this Agreement).

**Section 3.05.** It is expressly understood that that City of Lago Vista shall accommodate adult use on the existing baseball and softball field and that any use of the new softball and baseball field shall be restricted to youth groups.

**ARTICLE 4.**  
**TERM OF AGREEMENT AND RENEWAL**

**Section 4.01. Initial Term of Agreement.** The initial term of this Agreement shall begin on September 1, 2014, and shall continue for a term of twenty years (the "Initial Term").

**Section 4.02. Early Termination.** Notwithstanding any other provision hereof, in the event one party gives the other party written notice that the party is unable to obtain the financing described above, or alternate financing acceptable to the District and the City, this Agreement shall be terminated as of the date of such written notice. In the event of termination of this Agreement for any reason, or upon the Recreational Facilities being permanently closed to the public for any reason, the District shall refund to the City the Total Amount paid to the District by the City under this Agreement and neither party shall have any continuing obligation to the other.

**Section 4.03. Renewal and Extension.** Unless otherwise terminated under the terms hereof, this Agreement will automatically renew for an additional ten year term upon the expiration of the Initial Term or any extension thereof for a maximum Term of fifty years. As used in this Agreement, the word "Term" shall mean and include the Initial Term and the Initial Term as renewed and extended from time to time.

## **ARTICLE 5.** **INSURANCE AND INDEMNIFICATION**

**Section 5.01. Governmental Functions.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The City shall have no obligation with respect to the design and construction of the Recreational Facilities . The District shall be solely responsible for the design, construction and maintenance of the Recreational Facilities. With respect to the post-completion use of the Recreational Facilities the City shall be solely responsible for all risks arising with respect to the use of and activities on the Recreational Facilities in conjunction with City sponsored events and programs, and the District shall be responsible for all risks arising with respect to the use of and activities on the Recreational Facilities in conjunction with District sponsored events, programs and uses. The relationship of the City and the District shall be that of independent contractors.

**Section 5.02. City Insurance and Indemnification.** The District shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City, or for or with respect to the Tract or the Recreational Facilities, and the City covenants and agrees that:

(a) The City shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the City or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement;

(b) The City shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests;

(c) The City shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the District, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to use of the Tract or the Recreational Facilities by the District, or its agents, officers, employees and students; or with respect to the design, development and construction of the Recreational Facilities by the District, or its agents, officers, employees and contractors.

**Section 5.03. District Insurance and Indemnification.** The City shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the District, or for or with respect to the use of the Tract and Recreational Facilities by the District, and the District covenants and agrees that:

(a) The District shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the District or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Tract and the Recreational Facilities;

(b) The District shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests;

(c) The District shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the City, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of performance under this Agreement by the City, or its agents, officers, employees and contractors.

## **ARTICLE 6.** **MISCELLANEOUS**

**Section 6.01. Policy Making Authority.** The District shall have exclusive control, supervision and policy making authority for and with respect to the District Land (exclusive of the Tract) and the Recreational Facilities, save and except that the City shall control, operate and plan the use of the land and the Recreational Facilities for and during the periods and times the land and Recreational Facilities are set aside in the Use Agreement for the use and benefit of the City.

**Section 6.02. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the District or the City, except with respect to the Tract and the Recreational Facilities as specifically set forth herein. This Agreement does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein.

**Section 6.03. Jurisdiction.** Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either the City or the District except as necessary to give effect to this Agreement. All the governmental functions and services of the City shall be and



remain the sole responsibility of the City. All governmental services and functions of the District shall be and remain the sole responsibility of the District.

**Section 6.04. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the District nor to create any legal rights or claim on behalf of any third party. Neither the District nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 6.05. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by the City and the District and authorized by both governing bodies.

**Section 6.06. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. As an exception to the foregoing sentence, the parties agree that if any provision is held invalid or unenforceable which negates any portion of the requirements in this Agreement that the District lease the Tract to the City, construct the Recreational Facilities, and allow public access to the Recreational Facilities, the City may, at the City's option terminate this Agreement early and require a refund in accordance with Section 4.02 above.

**Section 6.07. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 6.08. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**Section 6.09. Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**IN WITNESS WHEREOF**, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

The Board of Trustees of the  
**Lago Vista Independent  
School District**

**City of Lago Vista, Texas**

By: \_\_\_\_\_  
Name: Laura Vincent  
Title: President

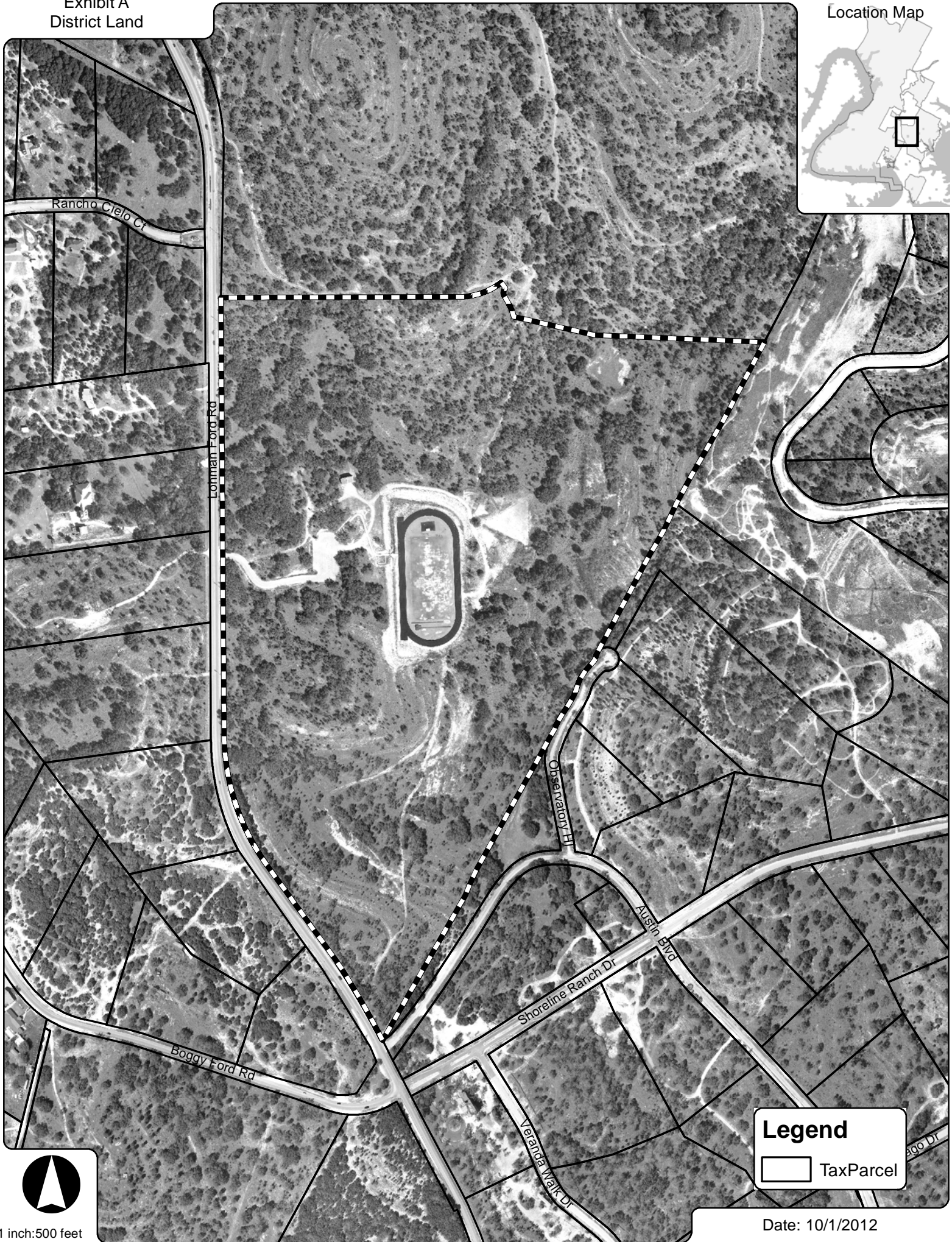
By: \_\_\_\_\_  
Name: Randy Kruger  
Title: Mayor

**EXHIBITS TO INTERLOCAL COOPERATION AGREEMENT**


- Exhibit "A"**            Document describing District Land
- Exhibit "B"**            Document describing Recreational Facilities
- Exhibit "C"**            Lease for the Tract
- Exhibit "D"**            Use Agreement

Exhibit A  
District Land

Location Map



**Legend**

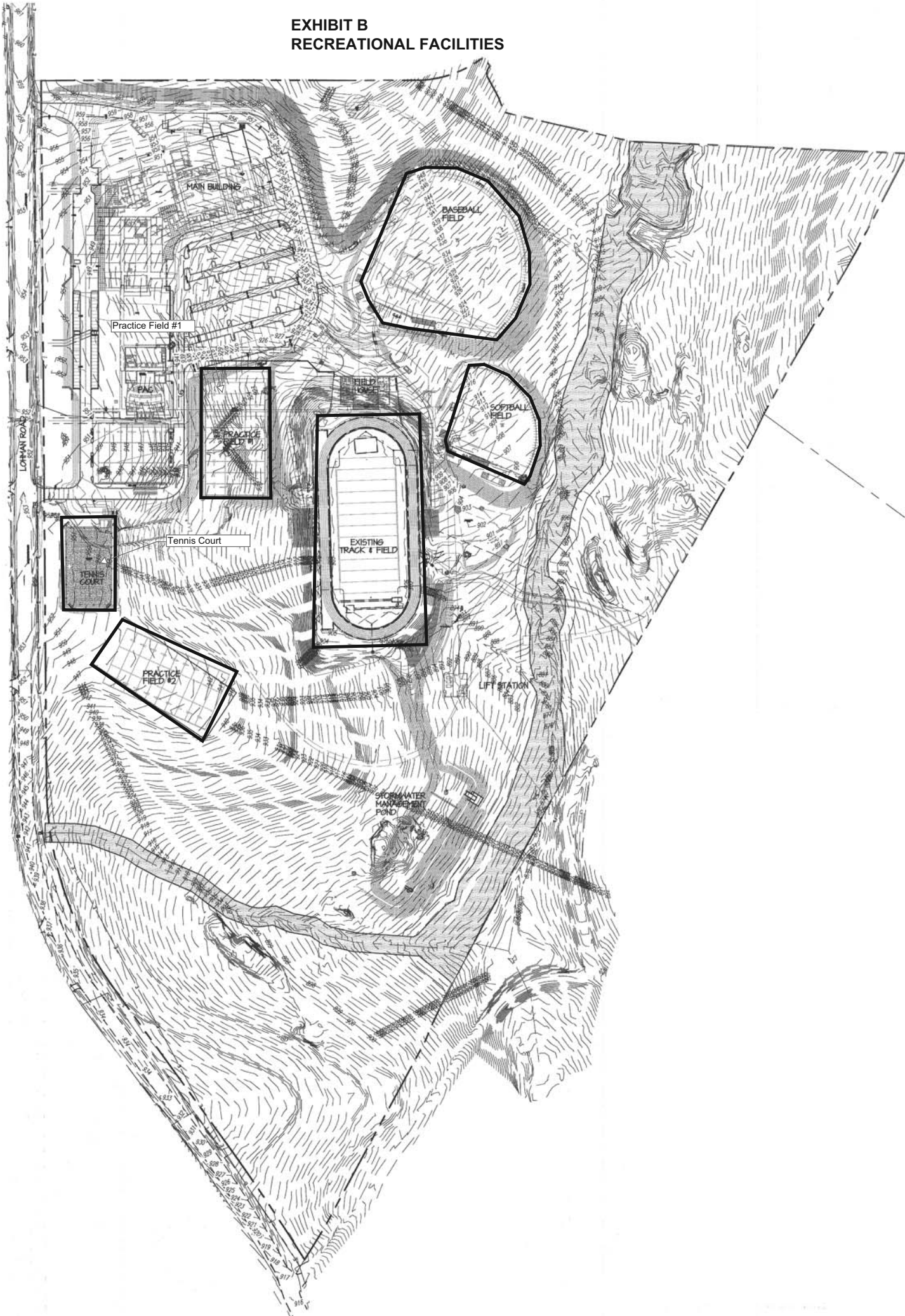
 Tax Parcel

Date: 10/1/2012



1 inch:500 feet

EXHIBIT B  
RECREATIONAL FACILITIES



R.R.  
R.R.

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of \_\_\_\_\_, 2012 by and between **Lago Vista Independent School District** ("Landlord"), and the **City of Lago Vista, Texas** ("Tenant").

1. **Demise of Leased Premises.** In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth herein, the leased premises more particularly described as: the existing baseball field located at: Bar K Ranch Road, Lago Vista.
2. **Use of Leased Premises.** Tenant shall use the Leased Premises for the purpose of operating the Tenant's sports facilities.
3. **Lease Term.** The term of this Lease shall commence upon execution of the Interlocal Cooperation Agreement and the Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements, and shall continue for a term of twenty (20) years; provided, however, that in the event the Landlord shall determine that the Premises are needed for school purposes, this Lease may be terminated earlier, upon sixty (60) days written notice to Tenant.
4. **Security Deposit and Rent.** Tenant shall not be required to pay a security deposit to Landlord under this Lease. The Rent shall be One Dollar (\$1.00) per year due and payable on or before September 1 of each year of the term.
5. **Utilities.** During the term of the Lease, Tenant shall be responsible for utilities as provided by the Interlocal Agreement
6. **Insurance.** Insurance shall be provided by the Landlord and Tenant in accordance with the Interlocal Agreement.
7. **Alterations, Improvements, Fixtures.** Tenant shall be entitled to make alterations, additions, and permanent improvements to the Leased Premises with prior written consent of Landlord. Tenant shall retain full title and ownership of its trade fixtures, office supplies, moveable office furniture, equipment, and all other personal property of Tenant not attached to the Leased Premises (collectively, "Personalty"). All other property located in the Leased Premises and any alterations, additions or changes to the Leased Premises and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises as part thereof upon the expiration or termination of this Lease, Tenant hereby waiving all rights to any payment or compensation therefore. However, if Landlord so requests in writing, Tenant shall, prior to the expiration or termination of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the Leased Premises and shall repair any damage caused by such removal. If Tenant does

not remove all of its Personalty prior to the expiration or termination of this Lease, such Personalty not removed shall become the property of Landlord free and clear of any interest of Tenant, and Landlord may cause the same to be removed and all expenses incurred in connection therewith shall be payable by Tenant.

- 8 **Liens** Tenant shall not permit any mechanic's materialmen's or other liens to be fixed or placed against the Leased Premises and shall immediately discharge (in a manner suitable to Landlord) any such lien which is allegedly fixed or placed against the Leased Premises by or through Tenant.
- 9 **Repairs and Care of Leased Premises.** Tenant shall not injure the Leased Premises nor commit or allow any waste or damage to be committed therein. Tenant shall be responsible for maintenance and repairs as provided in the Interlocal Agreement.
- 10 **Compliance with Laws, Usage, and Signs.** Tenant shall:
- (a) at its own expense, comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant, including, but not limited to, environmental laws and the Americans With Disabilities Act of 1990 and the payment of all taxes, license fees and other governmental charges applicable to Tenant's improvements and property in the Leased Premises or arising out of the conduct of Tenant's business;
  - (b) not engage in any activity which would cause the fire and extended coverage insurance to be canceled;
  - (c) not commit any act which is a nuisance or annoyance to Landlord, or which might, in the judgment of Landlord, tend to injure the Leased Premises;
  - d) prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Substances (as hereinafter defined) on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders; and
  - e) not paint, erect or display any sign, advertisement, placard or lettering on the exterior of the Leased Premises or on the Leased Premises without Landlord's prior written approval.

Tenant shall notify Landlord in writing of (i) any enforcement action initiated against Tenant or the Leased Premises and (ii) any application for any environmental permit in connection with the Leased Premises and the granting or denial of such permit. As used in this Lease, the term "Hazardous Substances" shall mean, but not be limited to, any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in ' 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous

waste" as now or hereafter defined in the Resource Conservation and Recovery Act ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act; (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials (whether solid, liquid or gas) which are classified, defined, or listed as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, regulated substances, toxic substances, or words of similar meaning or regulatory effect under the foregoing statutes or any other present or future federal, state or local laws, statutes, ordinances, rules, regulations and the like, or the common law, or any other applicable laws relating to the Leased Premises. Hazardous Substances shall include, without limitation, any substance, the presence of which on the Leased Premises (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Leased Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on any portion of the Leased Premises or adjacent property.

**11 Default.** Each of the following acts, omissions or occurrences shall constitute an "Event of Default" and shall constitute grounds for termination of this Agreement:

- (a) Failure by Tenant to timely perform any obligation under this Lease.
- (b) Failure by Tenant to perform or observe any other covenant, condition or provision of this Lease to be performed or observed by Tenant prior to the expiration of ten (10) days after Landlord's delivery of written notice to Tenant of such failure.
- (c) Tenant shall become insolvent or shall otherwise indicate an inability to perform future obligations under the Lease, or shall make an assignment for the benefit of creditors, or Tenant shall fail to appropriate sufficient funds to discharge its obligations under this Lease.
- (d) Abandonment or vacation of any portion of the Leased Premises.
- (e) Tenant shall cease operating programs related to its sport complex activities or its other public purposes.
- (f) Landlord shall require use of the Leased Premises for the operation of its educational programs.

**12 Landlord's Remedies.** Upon the occurrence of any Event of Default described in Paragraph 16, Sections (a) through (f), Landlord may, at its option, in addition to any and all other rights, remedies or recourses available to it hereunder or at law or in equity, do any one



or more of the following: (a) enter the Leased Premises and perform Tenant's obligations, and (b) terminate this Lease by written notice.

- 13 **Tenant's Remedies.** In the event Landlord shall elect to terminate this Lease Agreement, and shall require use of the Leased Premises for the operation of its educational programs, Tenant shall be entitled to recover its pro-rata share of advance lease payments made hereunder.
- 14 **Attorney's Fees.** Any party to this Lease who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Lease or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witnesses fees from the non-prevailing party.
- 15 **Surrender of Leased Premises and Holding Over.** On the last day of the term of this Lease, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, free of all claims, broom clean and in good order and repair, ordinary wear and tear and casualty loss excepted. Prior to the surrender of the Leased Premises to Landlord, Tenant at its sole cost and expense shall remove all liens and other encumbrances that have resulted from the acts or omissions of Tenant. If Tenant does not surrender possession of the Leased Premises at the end of the term of the Lease or upon the earlier termination of this Lease, Tenant shall be a Tenant at will and must vacate the Leased Premises upon written notice from Landlord, and the Rent and other payments due during the period of such holdover shall be two (2) times the applicable Rent at such time.
- 16 **Landlord's Right to Entry.** Landlord shall have the right at all reasonable times during the term of this Lease to enter upon the Leased Premises for the purpose of inspection, any purpose necessary to protect Landlord's interest in the Leased Premises, or any other reasonable purpose.
- 17 **Acceptance of Leased Premises/Limitation of Warranties.** The taking of possession of the Leased Premises by Tenant shall be conclusive evidence against Tenant that (i) the Leased Premises are suitable for the purpose for which same are leased, (ii) the Leased Premises and each and every part and appurtenance thereof are in good and satisfactory condition, and (iii) Tenant waives any defect in the Leased Premises. Tenant accepts the Leased Premises "AS-IS, WHERE-IS" and with all faults. LANDLORD AND TENANT EXPRESSLY AGREE THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THE LEASE. TENANT FURTHER INDEMNIFIES AND HOLDS HARMLESS LANDLORD AGAINST ANY CLAIMS FOR INJURIES, INCLUDING DEATH, AND PROPERTY DAMAGE THAT OCCURS AS A RESULT OF TENANTS USE OF THE LEASED PREMESIS.

18 **Miscellaneous**

- 18.1 Invalid Provisions.** If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Lease shall be construed as if such illegal, invalid or unenforceable provision had never comprised a part of this Lease; and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Lease.
- 18.2 Counterparts.** This Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.3 Entire Agreement.** This Lease embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by both Landlord and Tenant.
- 18.4 Governing Law and Venue.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis, County. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.
- 18.5 Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
- 18.6 Headings and Captions.** The descriptive headings and captions of the provisions of this Lease are formulated and are intended to be used only for the convenience of the parties, and shall not be deemed to affect the meaning or construction of any provision hereof.
- 18.7 No Third Party Beneficiaries.** Landlord and Tenant shall have the exclusive right to bring suit to enforce this Lease, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Lease.
- 18.8 Time for Performance.** Time is of the essence with respect to the performance and observance by Tenant of every covenant, condition and provision of this Lease.
- 18.9 Notices.** Any notice, request or document (excluding any payments due under this Lease) required to be delivered hereunder must be in writing and shall be deemed received if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate parties as herein provided at the respective

addresses set forth below or at such other address as may be specified by written notice delivered in accordance herewith:

To Landlord: Superintendent of Schools  
Lago Vista Independent School District  
8039 Bar K Ranch Rd.  
Lago Vista, Texas 78645

To Tennant: Mayor  
City of Lago Vista Texas  
5803 Thunderbird  
Lago Vista, TX 78645

**18.10 Effect of Waiver or Consent.** No consent or waiver, express or implied, by Landlord to or of any breach in the performance or observance by Tenant of any of the covenants, conditions or provisions in this Lease shall be construed as a consent or waiver to or of any other breach in the performance or observance by Tenant of the same or any other covenant, condition or provision. Neither the failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare Tenant in default, no matter how long such failure may continue, nor acceptance of Rent or other sums from Tenant after any such breach, shall be deemed to be a waiver by Landlord of any of its rights hereunder, except as otherwise specifically provided herein.

**18.11 Further Assurances.** In connection with this Lease as well as all transactions contemplated by this Lease, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all such transactions.

IN WITNESS WHEREOF, this Lease is hereby executed as of \_\_\_\_\_, 2012.

**Landlord:**

\_\_\_\_\_

**Tenant:**

\_\_\_\_\_

**EXHIBIT "D"**  
**USE AGREEMENT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

This **USE AGREEMENT** (hereinafter the "Use Agreement") is made and entered into by and between the Board of Trustees of the Lago Vista Independent School District, a governmental district and political subdivision of the State of Texas (the "District"), and the City of Lago Vista, Texas, a home-rule municipal corporation organized under the laws of the State of Texas (the "City"), acting by and through their duly authorized representatives, effective as of the \_\_\_ day of \_\_\_\_\_, 2012, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration in hand paid, and the mutual covenants and consideration hereinafter set forth in this Use Agreement and in the following recitals:

**Recitals**

**WHEREAS**, the District and the City have executed and delivered that Interlocal Cooperation Agreement between the parties hereto, of even date herewith, providing in part for the City to participate in the cost of developing certain Recreational Facilities on land owned by the District in exchange for the District constructing and paying for the construction of the Recreational Facilities, granting the public the right to use the Recreational Facilities, subject to availability, and in exchange for the District agreeing to an exclusive lease to the City of a certain improved sports field (baseball) tract; as set forth in the Interlocal Agreement, and for the parties to execute and deliver this Use Agreement;

**WHEREAS**, the District will execute and deliver the Lease to the City, attached to the Interlocal Agreement as Exhibit "C";

**WHEREAS**, the City has paid full consideration for the entire term of this Use Agreement, such consideration being the financial contribution and mutual promises set forth in the Interlocal Agreement;

**WHEREAS**, findings and consideration by the District and the City set forth in the Interlocal Agreement apply to this Use Agreement, which is considered a supplement to the Interlocal Agreement;

**NOW, THEREFORE**, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and the City, the parties contract, covenant and agree as follows:

- (1) Capitalized words not defined herein shall have the meaning given them in the Interlocal Agreement.

- (2) The initial term of this Use Agreement shall be twenty (20) years (the “Initial Term”). The Initial Term shall begin on the date the District accepts as complete the construction of any one of the Recreational Facilities as referenced in the Interlocal Agreement. Unless otherwise terminated under the terms hereof, this Agreement will automatically renew for an additional ten year term upon the expiration of the Initial Term or any extension thereof for a maximum Term of fifty years. As used in this Agreement, the word "Term" shall mean and include the Initial Term and the Initial Term as renewed and extended from time to time.
- (3) City and the public are hereby given the non-exclusive right and privilege during the Term of this Use Agreement to the use and enjoyment of the Recreational Facilities and District Land providing access to and parking for those facilities for recreational activities during the hours of the day when school is not in session and classes or events are not being held by the District, from 5:00 p.m. to 11 p.m. on weekdays and from 8 a.m. to 11 p.m. on weekends (the “Scheduled Hours”). The District shall have the right to require activities to be scheduled with the District during the Scheduled Hours; provided that the District may, in its discretion, permit the City to takeover scheduling responsibilities for any of the Recreational Facilities during the Scheduled Hours.
- (4) The right and privilege to the use and enjoyment of the Recreational Facilities granted under this Use Agreement shall be subject to reasonable availability, meaning that the District may exclude the public from the Recreational Facilities during the Scheduled Hours at times when the District is using the Recreational Facilities for student activities and school events. The District shall provide the City and any members of the public who have scheduled use of the Recreational Facilities of reasonable notice in advance of the dates and times at which the particular Recreational Facility in question will not be available.
- (5) The City’s use of the amenities and improvements that constitute the Recreational Facilities shall be consistent with this Use Agreement, and the purpose and use for which the individual amenities and improvements are designed and constructed. The Recreational Facilities, the District Land providing access to and parking for those facilities, and each improvement and amenity constructed or situated on the land, and the equipment, systems, parts and increments thereof are sometimes collectively referred to in this Use Agreement as the “Property.” Unless the context in which the word “Property” is used indicates otherwise, “Property” shall also mean and include the individual improvements and amenities and all other improvements hereafter added on the District’s Land, and all equipment and assets constituting any part thereof.
- (6) If the City uses the Recreational Facilities for City sponsored events and activities, the City shall not suffer, allow or permit the Property to be damaged and shall repair all damage to the Property resulting from the use of the Property by the City, but not for reasonable wear and tear. For any such events or activities, the City shall pay all expenses incurred during its use of the Property and shall remove all debris and litter on the Property and resulting from the City’s use of the Property.

- (7) The District may require public users of the Recreational Facilities other than the City to execute separate agreements releasing liability and agreeing to repair any damage to the Property in a form agreed to by the parties to this Use Agreement.
- (8) Each party to this Use Agreement shall have no liability for the actions of, or failure to act by, any officer, employee, subcontractor, agent or assign of the other party.
- (9) As between the City and the District: (a) the City shall be solely responsible for any and all claims or causes of action arising out of or with respect to any use or occupancy of the Property by the City; and the District shall be solely responsible for any and all claims or causes of action arising out of or with respect to any use or occupancy of the Property by the District and persons or entities other than the District. This paragraph shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity, or of any other legal defense as to any third party under the laws of this State.
- (10) The City and the District agree to reasonably cooperate to schedule the use of the Property in a manner, consistent with this Use Agreement, to provide the greatest benefit to the District and the citizens of the City. It is the intent of the City and the District that the District and the City will reasonably coordinate to schedule the use of the Property by the City and persons and entities other than the City or the District, such as Little Leagues, during the Scheduled Hours, so long as such scheduled use does not interfere with the use and schedule of the District.
- (11) The District acknowledges payment and delivery to the District by the City of good, sufficient, and valuable consideration as rent for the entire Term of this Use Agreement, and that the fee for the entire twenty year term and any extension thereof is paid in advance and in full.
- (12) During the Term of this Use Agreement, the District will operate and maintain the Property consistent with its intended purposes and the terms and provisions of this Use Agreement, subject to the annual appropriation of funds therefor by the Board of Trustees of the District. In the event the District shall fail to design and construct the Recreational Facilities and make them available to the use of the public and the City as contemplated by this Use Agreement, the City may terminate this Use Agreement and the District shall refund the consideration under the terms of the Interlocal Agreement.
- (13) This Use Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Use Agreement by their officers thereunto duly authorized as of the date first written above.

**The Board of Trustees of the  
Lago Vista Independent  
School District**

**City of Lago Vista, Texas**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Randy Kruger

Title: President

Title: Mayor

**As authorized by the Board  
of Trustees of LVIDS**

**As authorized by the City Council  
of the City of Lago Vista on the \_\_\_\_**

**on the \_\_\_\_ day of \_\_\_\_\_, 2012.**

**day of \_\_\_\_\_, 2012.**

**Attest: \_\_\_\_\_**

**City Secretary**

**STATE OF TEXAS           §**

**§**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, Chairman of the Board of Trustees of the Lago Vista Independent School District, for and on behalf of the Lago Vista Independent School District.

\_\_\_\_\_  
Notary Public – State of Texas

**BOARD RESOLUTION**

**THE STATE OF TEXAS**                   §  
   §  
**THE COUNTY OF TRAVIS**             §

**RESOLUTION AUTHORIZING EMINENT DOMAN AUTHORITY**

WHEREAS, during the 82<sup>nd</sup> Legislative Session, the Texas Legislature passed Senate Bill 18 that requires school districts to submit information to the Texas Comptroller identifying and citing the district’s specific authority to exercise eminent domain prior to December 31, 2012; and

WHEREAS, the failure of a school district to provide such notice to the Comptroller will result in the loss of the power of eminent domain; and

WHEREAS, the Lago Vista Independent School District enjoys the power of eminent domain and desires to retain its authority of eminent domain after September 1, 2013; and

WHEREAS, the Board of Trustees of the Lago Vista Independent School District has determined that the District derives its power of eminent domain under the following provisions of Texas law:

- 1. Article III, Section 17, Texas Constitution
- 2. Section 11.155, Texas Education Code
- 3. Section 45.161, Texas Education Code
- 4. Sections 273.001-273.002, Texas Local Government Code.

WHEREAS, the Board of Trustees of the Lago Vista Independent School District finds that the Required Documentation of Eminent Domain Authority in Texas form promulgated by the Texas Comptroller and attached hereto as Exhibit A properly identifies the authority of the Lago Vista Independent School District to exercise its power of eminent domain and that said from should be filed.

NOW THEREFORE BE IT RESOLVED, that the Lago Vista Independent School District maintains the power of eminent domain under the provisions of Texas Law identified above and that the Lago Vista Independent School District desires to retain that authority.

BE IT FURTHER RESOLVED, that the Superintendent of Schools is hereby ordered to submit to the Texas Comptroller the attached Required Documentation of Eminent Domain



Authority in Texas and any other necessary documentation prior to December 31, 2012 to comply with Senate Bill 18.

BE IT SO ORDERED.

Adopted on this 22<sup>nd</sup> day of October, 2012.

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

By:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Vice-President

ATTEST:

\_\_\_\_\_  
Secretary

**WAGE RATES**

Requirements:

Pay not less than the minimum wage scale and benefits indicated on the “Minimum Wage Schedule” provided herein.

Wages listed are minimum rates only.

No claims for additional compensation shall be considered by the Owner because of payments of wage rates in excess of the applicable rate contained in this contract.

Penalty for Violations – Texas Government Code section 2258.023(b) (Vernon Pamphlet 1998) states as follows: “A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.”

Payroll Records – Pursuant to Texas Government Code 2258.024 (Vernon Pamphlet 1998), (a) A contractor and subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker. (b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Minimum Wage Rates – Pay prevailing basic wage listed, plus any applicable fringe benefits.

PREVAILING WAGE SCALE NOTICE

This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale.

In execution of this contract, the contractor shall comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, and minimum wage.

**Basic Rates:**

<u>Classification</u>	<u>Basic Wage Rates</u>
AC Mechanic	\$17.00
AC Mechanic Helper	\$7.25
Acoustical Ceiling Mechanic	\$12.00
Bricklayer/Stone Mason	\$14.00
Bricklayer/Stone Mason Helper	\$8.00
Carpenter	\$12.00
Carpenter Helper	\$7.25
Concrete Finisher	\$10.00
Concrete Finisher Helper	\$7.25
Concrete Form Builder	\$13.12
Concrete Form Builder Helper	\$7.25
Drywall Mechanic	\$14.00
Drywall Helper	\$7.25
Drywall Taper	\$9.00

LAGO VISTA INDEPENDENT SCHOOL DISTRICT  
NOTICE OF PREVAILING WAGE RATES COMPLIANCE

7/20/2012

Electrician (Journeyman)	\$17.20
Electrician Helper	\$8.00
Floor Layer (Carpet)	\$10.00
Floor Layer (Resilient)	\$10.00
Floor Layer Helper	\$7.25
Glazier	\$10.29
Insulator	\$8.50
Laborer (Common)	\$7.25
Laborer (Skilled)	\$8.00
Lather	\$14.00
Lather Helper	\$7.25
Metal Building Assembler	\$9.50
Painter	\$10.06
Pipefitter	\$21.85
Pipefitter Helper	\$12.83
Plasterer	\$14.00
Plasterer Helper	\$7.25
Plumber	\$17.10
Plumber Helper	\$8.00
Reinforcing Steel Setter	\$10.00
Reinforcing Steel Setter Helper	\$7.25
Roofer	\$9.60
Sheet Metal Worker	\$17.00
Sheet Metal Worker Helper	\$9.31
Irrigation Installer	\$17.00
Irrigation Installer Helper	\$8.00
Structural Steel Worker	\$19.55
Structural Steel Worker Helper	\$9.00
Equipment Operators	\$10.50

Apprentice Pay-All Trades and Crafts – The minimum rate for apprentices shall be in accordance with the scale determined by an approved apprenticeship program or \$1.00 per hour less than journeymen’s rates, whichever is lower. An approved apprenticeship program is one approved by the U.S. Department of Labor, Bureau of Apprenticeship Training, and only apprentices enrolled in an approved program may be paid apprenticeship rates.

Base Per Diem Rate – Hours Worked/Day Times Base Hourly Rate

Multipliers for Overtime Rates:

Over 40 hours per week: Base hourly rate times 1.5

Holidays: Base hourly rate times 1.5

# Minutes of Regular Meeting

## The Board of Trustees

### Lago Vista ISD

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A Regular meeting of the Board of Trustees of Lago Vista ISD was held Monday, September 17, 2012, in the board room of Viking Hall 8039 Bar K Ranch Road, Lago Vista, TX 78645

#### Members Present:

Laura Vincent, President  
Jerrell Roque, Vice-President  
Mark Abbott  
Stacy Eleuterius  
Tom Rugel  
David Scott

#### Members Absent:

David Baker

#### Also Present:

Matt Underwood, Superintendent  
Henri Gearing, Asst. Superintendent  
Bill Angelo, City Manager  
Dustin Riley, OBR

#### 1. *Invocation*

Jerrell Roque called the meeting to order at 6:01pm and led the Pledge of Allegiance and the Pledge to the Texas flag.

#### 2. *Welcome visitors/public participation*

No visitors and no citizens signed up to speak.

#### 3. *Construction Update*

A construction update was given to the board by Dustin Riley with OBR. He noted that bid packets have been released and they started advertising for bids in the Austin American Statesman. Will be doing so for the next three weeks (total of 3 ads). He said they have received a lot of feedback from those subcontractors that have seen bid specs. They are expecting to see between 200 and 300 bids submitted for the various trade packets. The award will be brought to the board week after next regular board mtg – October 16<sup>th</sup> (would not affect start date). Mr. Underwood asked the board to consider pushing the next meeting up one week to accommodate the awarding process – moved the next regular meeting to October 22<sup>nd</sup>.

Fromberg is working on addendums and spec clarifications and those should be submitted Sept 24<sup>th</sup>.

The LV City Council will see the facilities sharing agreement this week at council mtg.

Mr. Rugel asked for clarification - he thought we approved 100% construction documents on Aug 20<sup>th</sup> and wanted to know how to determine what version they were viewing. Riley said they were tweaking several things that only came to light now. As of today, September 17<sup>th</sup> – drawings have architect seal on them – anything after today, will have revision code noted in title bar.

Mr. Rugel's main concern is the schedule and the budget – he hates change orders.

As of now, there have been no changes that will incur an extra fee but once bids are in and awards given, any changes made would incur a fee.

Terry Hagood will be submitting platting (Bill Angelo - in audience - said those can usually be approved within 30 days).

4. *Waiver of Class Size for Fourth Grade*

Mr. Underwood explained that we had to do this last year with Kindergarten. The 4<sup>th</sup> grade classes are at 24 per class and the mandate is 22. Mr. Underwood doesn't think it makes sense to add another teacher with the 2-and-2 team teaching in 4<sup>th</sup> grade.

David Scott moves to approve accept the waiver

Jerrell Roque seconded

Motion carries 6-0

5. *City of Lago Vista Field and Park Agreement*

An extensive discussion ensued over the two agreements currently being negotiated with the City of Lago Vista in order to provide the infrastructure needed for the High School project. Bill Angelo discussed the issues related to the field and parks agreement in which the City will coordinate efforts with LVISD to provide funds for the fields, tennis courts and auxiliary gym. A lease agreement is being formulated for the current High School baseball field that would enable the City to maintain the property. He noted they didn't have a lot of problem with some of the changes but their attorneys had some issues.

6. *Interlocal Agreement with City of Lago Vista*

Ms. Vincent asked for a recap of events leading up to present

LVISD needs 200,000 gallon water tank to service the new high school. The City asked us to partner with them for the good of the community and the future of Lago Vista and expand to a 400,000 gallon tank

Initially, the agreement was for both sides to bring \$1.25 million to the table with the city providing labor.

- LVISD has 1.25 million for their end
- City has \$283,000 plus another \$324,000 park fund money to contribute to their end
- \$324,000 park fund money can only be included AFTER the Council allows it to be through another agreement
- Bill indicated that the shortfall in dollar amount was to be covered in part by the City providing the labor

The monetary contribution from the City relating to this agreement totals just over \$324,000. In turn LVISD will contribute up to \$1,574,000 to the water and waste water efforts of the area.

The City also has an additional \$283,000 allocated to the 400,000 gallon water tank that is

scheduled for the new High School tract. The budgeted gap is still not closed at this point, but a tentative agreement has been reached in which both sides would split the costs associated in excess of this amount. Talks with a local developer could close the gap even further. The total expected budget for the project is just over \$2 million. The improvements to Lohman Ford Rd. in front of the High School will be the responsibility of LVISD. The City has placed the parks agreement on the agenda for this week's City Council meeting, while Mr. Angelo expected the interlocal agreement to be on next Thursday's agenda.

7. Approval of minutes for regular meeting on August 20th and special meeting on August 28<sup>th</sup>

David Scott moved to accept

Mark Abbott seconded

Motion carries 6-0

8. Monthly financial report

Ms. Gearing went over monthly financial reports

Jerrell Roque motioned to accept

Stacy Eleuterius second

Motion carries 6-0

9. Superintendent Report

a. Enrollment - Enrollment this year at LVISD is approximately the same as the end of last school year.

b. TASA/TASB Convention - details were discussed regarding the upcoming TASA/TASB conference next week in Austin.

10. Closed Session: 551.071 Private consultation with the board's attorney

The board went in to closed session at 7:15pm

Reconvened from closed session at 7:45pm – no action taken

11. Adjourn

There being no more business, The meeting adjourned at 7:53pm

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Board President

BANK STATEMENTS/INVESTMENTS													
12-13	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	
General	\$ 201,678.54												
Cap Proj	\$ 487.24												
CD's SSB	\$ 3,000,000.00												
Lonestar M & O	\$ 2,279,212.15												
Lonestar I&S	\$ 626,350.25												
Lonestar Constr	\$ -												
TOTAL	\$ 6,107,728.18												
Difference	\$ (668,510.78)												
<b>INTEREST EARNED</b>													
General	\$ 6.70												
CD'Ss SSB													
Lonestar M & O	\$ 487.86												
Lonestar I&S	\$ 118.30												
Lonestar Constr	\$ -												
TOTAL INTEREST	\$ 612.86												
Cumulative													
11-12	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	
General	\$ 188,426.74	\$ 250,392.39	\$ 161,445.49	\$ 284,520.23	\$ 191,797.23	\$ 130,635.62	\$ 283,902.01	\$ 264,811.80	\$ 271,913.90	\$ 166,250.57	\$ 159,291.69	\$ 229,638.28	
Cap Proj	\$ 19,281.96	\$ 19,282.78	\$ 19,283.57	\$ 19,284.36	\$ 19,285.21	\$ 18,035.94	\$ 18,036.68	\$ 18,037.45	\$ 18,038.22	\$ 18,038.94	\$ 18,039.73	\$ 219,455.30	
CD's SSB	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	
Lonestar M & O	\$ 3,369,170.86	\$ 3,670,510.54	\$ 3,802,657.95	\$ 6,083,781.98	\$ 11,511,211.19	\$ 12,161,303.78	\$ 11,679,565.96	\$ 9,518,493.27	\$ 8,090,477.34	\$ 5,820,457.10	\$ 4,191,827.17	\$ 2,724,489.68	
Lonestar I&S	\$ 610,062.85	\$ 625,463.15	\$ 730,636.05	\$ 1,189,028.46	\$ 1,992,115.10	\$ 2,057,065.08	\$ 2,147,047.74	\$ 2,170,300.79	\$ 2,181,171.83	\$ 2,200,540.72	\$ 2,206,906.09	\$ 602,625.58	
Lonestar Constr	\$ 200,975.60	\$ 201,014.91	\$ 201,056.18	\$ 201,056.18	\$ 201,155.89	\$ 201,197.75	\$ 201,242.99	\$ 201,287.29	\$ 201,328.82	\$ 201,370.15	\$ 201,412.87	\$ 30.12	closing out
TOTAL	\$ 7,387,918.01	\$ 7,766,663.77	\$ 7,915,079.24	\$ 10,777,671.21	\$ 16,915,564.62	\$ 17,568,238.17	\$ 17,329,795.38	\$ 15,172,930.60	\$ 13,762,930.11	\$ 11,406,657.48	\$ 9,777,477.55	\$ 6,776,238.96	
Difference	#REF!	\$ 378,745.76	\$ 148,415.47	\$ 2,862,591.97	\$ 6,137,893.41	\$ 652,673.55	\$ (238,442.79)	\$ (2,156,864.78)	\$ (1,410,000.49)	\$ (2,356,272.63)	\$ (1,629,179.93)	\$ (3,001,238.59)	
<b>INTEREST EARNED</b>													
General	\$ 13.13	\$ 13.78	\$ 9.14	\$ 12.21	\$ 9.63	\$ 7.82	\$ 8.74	\$ 8.77	\$ 9.85	\$ 8.54	\$ 10.90	\$ 8.60	
CD'Ss SSB			\$ 756.17			\$ 6,807.63				\$ 1,754.79		\$ 1,745.20	
Lonestar M & O	\$ 420.07	\$ 629.19	\$ 768.81	\$ 1,061.10	\$ 2,505.02	\$ 2,632.78	\$ 2,707.93	\$ 2,360.37	\$ 1,839.02	\$ 1,431.68	\$ 1,053.43	\$ 700.26	
Lonestar I&S	\$ 96.37	\$ 120.39	\$ 139.02	\$ 215.46	\$ 437.30	\$ 439.50	\$ 475.79	\$ 476.19	\$ 449.13	\$ 449.36	\$ 467.62	\$ 258.30	
Lonestar Constr	\$ 31.94	\$ 39.31	\$ 41.27	\$ 47.76	\$ 51.95	\$ 41.86	\$ 45.24	\$ 44.30	\$ 41.53	\$ 41.33	\$ 42.72	\$ 30.12	
TOTAL INTEREST	\$ 561.51	\$ 802.67	\$ 1,714.41	\$ 1,336.53	\$ 3,003.90	\$ 9,929.59	\$ 3,237.70	\$ 2,889.63	\$ 2,339.53	\$ 3,685.70	\$ 1,574.67	\$ 2,742.48	
Cumulative		\$ 1,364.18	\$ 3,078.59	\$ 4,415.12	\$ 7,419.02	\$ 17,348.61	\$ 20,586.31	\$ 23,475.94	\$ 25,815.47	\$ 29,501.17	\$ 31,075.84	\$ 33,818.32	

BOND 2012-2013												
12-13	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
Lonestar Construction 2012	\$ 2,382,987.31											
SSB Construction 2012	\$ 166,480.85											
Wells Fargo CDs	\$ 2,160,000.00											
Wels Fargo Bonds	\$ 14,249,030.18											
Wells Fargo Money Market	\$ 9,161,514.82											
Total	\$ 28,120,013.16											
Difference month to month	\$ (299,196.39)											
INTEREST EARNED												
L onestarConstruction 2012	\$ 463.85											
SSB Construction 2012	\$ 5.69											
Wells Fargo CDs												
Wels Fargo Bonds												
Wells Fargo Money Market	\$ 3,897.22											
Total	\$ 4,366.76											
Cumulative Total - interest												
BOND 2011-2012												
11-12	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
Lonestar Construction 2012				\$ 9,850,595.43	\$ 9,721,306.25	\$ 9,715,628.95	\$ 29,373,250.98	\$ 29,155,921.28	\$ 28,908,977.97	\$ 2,757,325.14	\$ 2,534,958.57	\$ 2,382,523.46
SSB Construction 2012					\$ 91,377.76	\$ 82,961.54	\$ 72,544.89	\$ 59,810.52	\$ 70,595.08	\$ 54,072.02	\$ 137,742.36	\$ 370,038.31
Wells Fargo CDs										\$ 2,160,000.00	\$ 2,160,000.00	\$ 2,160,000.00
Wels Fargo Bonds										\$ 14,249,030.18	\$ 14,249,030.18	\$ 14,249,030.18
Wells Fargo Money Market										\$ 9,595,653.19	\$ 9,604,122.82	\$ 9,257,617.60
Total					\$ 9,812,684.01	\$ 9,798,590.49	\$ 29,445,795.87	\$ 29,215,731.80	\$ 28,979,573.05	\$ 28,816,080.53	\$ 28,685,853.93	\$ 28,419,209.55
Difference month to month					\$ (37,911.42)	\$ (14,093.52)	\$ 19,647,205.38	\$ (230,064.07)	\$ (236,158.75)	\$ (163,492.52)	\$ (130,226.60)	\$ (266,644.38)
INTEREST EARNED												
L onestarConstruction 2012				\$ 251.73	\$ 2,517.62	\$ 2,022.70	\$ 4,743.76	\$ 6,442.48	\$ 5,971.17	\$ 1,266.79	\$ 564.96	\$ 486.87
SSB Construction 2012					\$ 3.44	\$ 3.55	\$ 3.40	\$ 3.03	\$ 4.21	\$ 2.69	\$ 2.34	\$ 6.93
Wells Fargo CDs												
Wels Fargo Bonds												
Wells Fargo Money Market										\$ 4,683.37	8469.63	\$ 3,494.78
Total					\$ 2,521.06	\$ 2,026.25	\$ 4,747.16	\$ 6,445.51	\$ 5,975.38	\$ 5,952.85	\$ 9,036.93	\$ 3,988.58
Cumulative Total - interest					\$ 2,772.79	\$ 4,799.04	\$ 9,546.20	\$ 15,991.71	\$ 21,967.09	\$ 27,919.94	\$ 36,956.87	\$ 40,945.45





<b>Sep-11</b>							
<b>8.33%</b>	<b>11-12</b>						
	<b>Prior Year</b>						
<b>REVENUES</b>		<b>BUDGET</b>	<b>ACTUAL</b>	<b>BALANCE</b>	<b>BUDGET</b>	<b>VARIANCE</b>	
57xx	LOCAL TAX REVENUES	\$ 11,873,559	\$ 76,367	\$ 11,797,192	0.64%	0.92%	
58XX	STATE PROG. REVENUES	\$ 4,408,614	\$ 1,453,224	\$ 2,955,390	32.96%	-20.69%	
	<b>TOTAL REVENUE</b>	\$ 16,282,173	\$ 1,529,590	\$ 14,752,583	9.39%	-5.27%	
<b>EXPENDITURES</b>		<b>BUDGET</b>	<b>ACTUAL</b>	<b>BALANCE</b>	<b>BUDGET</b>		
11	INSTRUCTION	\$ 6,153,018	\$ 466,021	\$ 5,686,997	7.57%	0.27%	
12	LIBRARY	\$ 157,113	\$ 9,911	\$ 147,202	6.31%	0.14%	
13	STAFF DEVELOPMENT	\$ 26,125	\$-	\$ 26,125	0.00%	1.14%	
21	INST. ADMINISTRATION	\$ 176,890	\$ 24,500	\$ 152,390	13.85%	-6.12%	
23	SCHOOL ADMINISTRATION	\$ 695,521	\$ 57,082	\$ 638,439	8.21%	-0.60%	
31	GUID AND COUNSELING	\$ 316,692	\$ 26,775	\$ 289,917	8.45%	-0.97%	
33	HEALTH SERVICES	\$ 75,156	\$ 4,970	\$ 70,186	6.61%	1.27%	
34	PUPIL TRANSP - REGULAR	\$ 480,150	\$ 161,819	\$ 318,331	33.70%	-31.47%	MOVED PAYMENT FOR THE BUSES TO FUNCTION 71
36	CO-CURRICULAR ACT	\$ 565,128	\$ 66,043	\$ 499,085	11.69%	5.12%	
41	GEN ADMINISTRATION	\$ 518,196	\$ 37,210	\$ 480,986	7.18%	0.98%	
51	PLANT MAINT & OPERATION	\$ 1,079,509	\$ 98,984	\$ 980,525	9.17%	0.52%	
52	SECURITY	\$ 10,000	\$ 394	\$ 9,606	3.94%	-3.94%	
53	DATA PROCESSING	\$ 243,625	\$ 13,394	\$ 230,231	5.50%	1.13%	
61	COMMUNITY SERVICE	\$ 21,867	\$ 316	\$ 21,551	1.45%	17.80%	
81	CONSTRUCTION	\$ 65,000	\$-	\$ 65,000	0.00%	0.00%	
91	STUDENT ATTENDANCE CR	\$ 5,545,000	\$-	\$ 5,545,000	0.00%	0.00%	
99	TRAVIS COUNTY APP	\$ 90,000	\$ 16,583	\$ 73,417	18.43%	3.62%	
0	Transfer Out	\$-		\$-			
	<b>TOTAL EXPENDITURES</b>	\$ 16,218,990	\$ 984,002	\$ 15,234,988	6.07%	0.57%	

CAPITAL PROJECTS BOND 2011-2012-2013				
VENDOR	DATE	AMOUNT EXPENDED	TOTAL PER VENDOR	DESCRIPTION
FROMBERG	1/10/2012	\$ 45,876.66		3% Total, 15% SD
	3/9/2012	\$ 107,045.53		10% Total, 50%SD
	4/23/2012	\$ 152,922.18		20% Total, 100%SD
	5/4/2012	\$ 152,914.48		30% Total, 50% DD
	6/4/2012	\$ 152,919.62		30% Total, 50% DD
	7/12/2012	\$ 122,931.53		48% Total, 20% CD, + Reimbursables
	8/9/2012	\$ 152,921.98		58% Total, 45% CD
	8/31/2012	\$ 275,259.56		76% Total, 90% CD
	10/11/2012	\$ 88,441.76		80% Total, 100% CD, Acoustical Service, + Reimbursables
			\$ 1,251,233.30	
OWNER'S BUILDING RESOURCE	1/13/2012	\$ 7,110.42		Monthly service
	2/17/2012	\$ 8,430.19		Monthly service
	3/26/2012	\$ 10,353.05		Monthly service
	4/13/2012	\$ 12,432.90		Monthly service
	5/11/2012	\$ 12,859.15		Monthly service
	6/21/2012	\$ 13,895.75		Monthly service
	7/26/2012	\$ 13,934.83		Monthly service
	8/17/2012	\$ 13,957.20		Monthly service
	9/14/2012	\$ 13,833.59		Montly Service
	10/11/2012	\$ 13,710.96		Monthly Service
			\$ 120,518.04	
HAGOOD ENGINEERING	3/30/2012	\$ 59,550.00		20% Feasibility & Entitlement Phase \$4800, \$54,750 Boundary, Tree, Topo Survey
(includes surveying)	5/4/2012	\$ 25,050.00		50% Feasibility & Entitlement \$4800, \$17,850 Boundary, Tree, Topo Survey
	5/11/2012	\$ 18,000.00		75% Schematic Design
	6/14/2012	\$ 14,535.00		60% DD, + Reimbursables
	7/23/2012	\$ 17,040.00		50% Feasibility & Entitlement Phase \$12,000, 75% Schematic \$18,000, 68% Design Documents, 18% Construction Documents
	8/10/2012	\$ 56,866.00		Hagood \$27,484, Castleberry \$4127, TIA \$25,200, Submit to City \$4
	10/11/2012	\$ 23,220.98		Hagood \$21,000, Castleberry \$2,220.98
			\$ 214,261.98	
LEGAL SERVICES	3/21/2012	\$ 582.50		Draft POS, Review Hagood agreement
	3/26/2012	\$ 67.00		Finalize Bond Series
	4/13/2012	\$ 659.50		Draft CMAR contract
	5/11/2012	\$ 710.50		CMARcontract review
	6/8/2012	\$ 2,630.00		City Interlocal Agreement
	7/26/2012	\$ 1,797.00		City Interlocal Agreement
	8/10/2012	\$ 560.00		City Interlocal Agreement
	9/7/2012	\$ 80.00		City Interlocal Agreement
	10/11/2012	\$ 40.00		City Interlocal Agreement
			\$ 7,126.50	
CITY OF LAGO VISTA	5/14/2012	\$ 5,300.00		Zoning Application
	9/25/2012	\$ 5,000.00		Plat Submittal Fee
	9/25/2012	\$ 10,000.00		Site Development Submittal Fee
	10/5/2012	\$ 400.00		Plan Review, Athletic Facilities, Fieldhouse
			\$ 20,700.00	
MISCELLANEOUS				
Austin American Statesman	1/27/2012	\$ 1,505.84		Ads for CMAR, Geo Tech
Sid Mourning Tree Service	4/19/2012	\$ 95.00		Arborist
PSI Geo Tech Services	5/18/2012	\$ 27,300.00		Geo Tech Services
PSI Geo Tech Services	9/14/2012	\$ 9,390.00		Geo Tech Services
			\$ 38,290.84	
\$ 29,600,000.00		\$ 1,652,130.66	\$ 1,652,130.66	
BALANCE				\$ 27,947,869.34

<b>Monthly Tax Collection Calculations</b>					
<b>For the Month of September 2012</b>					
<b>I&amp;S Ratio</b>	<b>0.118644068</b>				
<b>M&amp;O Ratio</b>	<b>0.881355932</b>				
<b>Date(s)</b>	<b>Amount Collected</b>	<b>M&amp;O</b>	<b>Actual %</b>	<b>I&amp;S</b>	<b>Actual %</b>
9/4/2012	\$ 1,290.34	\$ 1,137.25	88.14%	\$ 153.09	11.86%
9/5/2012	\$ 2,084.16	\$ 1,836.89	88.14%	\$ 247.27	11.86%
9/6/2012	\$ 3,297.02	\$ 2,905.85	88.14%	\$ 391.17	11.86%
9/7/2012	\$ 4,813.61	\$ 4,242.50	88.14%	\$ 571.11	11.86%
9/18/2012	\$ 753.41	\$ 664.02	88.14%	\$ 89.39	11.86%
9/20/2012	\$ 14.68	\$ 12.94	88.15%	\$ 1.74	11.85%
9/21/2012	\$ 14,900.75	\$ 13,132.86	88.14%	\$ 1,767.89	11.86%
9/24/2012	\$ 330.19	\$ 291.01	88.13%	\$ 39.18	11.87%
9/25/2012	\$ 748.45	\$ 659.65	88.14%	\$ 88.80	11.86%
9/26/2012	\$ 169,731.24	\$ 149,593.64	88.14%	\$ 20,137.60	11.86%
9/27/2012	\$ 358.49	\$ 315.96	88.14%	\$ 42.53	11.86%
9/28/2012	\$ 644.76	\$ 568.26	88.14%	\$ 76.50	11.86%
	\$ -				
<b>Totals</b>	<b>\$ 198,967.10</b>	<b>\$ 175,360.83</b>	<b>0.881355913</b>	<b>\$ 23,606.27</b>	<b>0.118644</b>
	<b>5711</b>	<b>5712</b>	<b>5719</b>		
	<b>Current Year</b>	<b>Prior Year</b>	<b>Pen &amp; Int</b>	<b>Totals</b>	
<b>I&amp;S</b>	\$ 4,549.34	\$ 12,720.73	\$ 6,336.20	\$ 23,606.27	
<b>M&amp;O</b>	\$ 33,795.13	\$ 94,496.89	\$ 47,068.81	\$ 175,360.83	
<b>Totals</b>	<b>\$ 38,344.47</b>	<b>\$ 107,217.62</b>	<b>\$ 53,405.01</b>	<b>\$ 198,967.10</b>	
Total M&O	\$ 128,292.02				
Total I&S	\$ 17,270.07				
(less P&I)					
Yearly M&O	\$ 128,292.02				
Yearly I&S	\$ 17,270.07				
(less P&I)					

Board Report  
 Comparison of Revenue to Budget  
 Lago Vista ISD  
 As of September

Fund 199 / 3 GENERAL FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	11,820,208.00	-175,360.83	-175,360.83	11,644,847.17	1.48%
5730 - TUITION & FEES FROM PATRONS	2,000.00	.00	.00	2,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	31,500.00	-3,648.59	-3,648.59	27,851.41	11.58%
5750 - ATHLETIC ACTIIVTY REVENUE	26,000.00	-6,766.06	-6,766.06	19,233.94	26.02%
5760 - OTHER REV FM LOCAL SOURCE	100.00	.00	.00	100.00	.00%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>11,879,808.00</b>	<b>-185,775.48</b>	<b>-185,775.48</b>	<b>11,694,032.52</b>	<b>1.56%</b>
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	3,350,847.00	-457,744.00	-457,744.00	2,893,103.00	13.66%
5830 - TRS ON-BEHALF	380,000.00	.00	.00	380,000.00	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>3,730,847.00</b>	<b>-457,744.00</b>	<b>-457,744.00</b>	<b>3,273,103.00</b>	<b>12.27%</b>
<b>Total Revenue Local-State-Federal</b>	<b>15,610,655.00</b>	<b>-643,519.48</b>	<b>-643,519.48</b>	<b>14,967,135.52</b>	<b>4.12%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-5,759,785.00	.00	463,715.15	463,715.15	-5,296,069.85	8.05%
6200 - PURCHASE & CONTRACTED SVS	-167,000.00	36,848.09	14,158.53	14,158.53	-115,993.38	8.48%
6300 - SUPPLIES AND MATERIALS	-379,890.00	22,801.31	18,858.42	18,858.42	-338,230.27	4.96%
6400 - OTHER OPERATING EXPENSES	-24,225.00	1,077.70	1,759.81	1,759.81	-21,387.49	7.26%
6600 - CPTL OUTLY LAND BLDG & EQUIP	.00	2,238.75	-2,238.75	-2,238.75	.00	.00%
<b>Total Function11 INSTRUCTION</b>	<b>-6,330,900.00</b>	<b>62,965.85</b>	<b>496,253.16</b>	<b>496,253.16</b>	<b>-5,771,680.99</b>	<b>7.84%</b>
12 - LIBRARY						
6100 - PAYROLL COSTS	-119,073.00	.00	9,811.91	9,811.91	-109,261.09	8.24%
6200 - PURCHASE & CONTRACTED SVS	-6,300.00	.00	.00	.00	-6,300.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-25,500.00	8,044.77	.00	.00	-17,455.23	-0.00%
6400 - OTHER OPERATING EXPENSES	-1,280.00	.00	.00	.00	-1,280.00	-0.00%
<b>Total Function12 LIBRARY</b>	<b>-152,153.00</b>	<b>8,044.77</b>	<b>9,811.91</b>	<b>9,811.91</b>	<b>-134,296.32</b>	<b>6.45%</b>
13 - CURRICULUM						
6200 - PURCHASE & CONTRACTED SVS	-17,500.00	.00	.00	.00	-17,500.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-3,250.00	300.00	.00	.00	-2,950.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-18,875.00	3,907.80	450.00	450.00	-14,517.20	2.38%
<b>Total Function13 CURRICULUM</b>	<b>-39,625.00</b>	<b>4,207.80</b>	<b>450.00</b>	<b>450.00</b>	<b>-34,967.20</b>	<b>1.14%</b>
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-167,192.00	.00	13,339.11	13,339.11	-153,852.89	7.98%
6200 - PURCHASE & CONTRACTED SVS	-1,600.00	.00	.00	.00	-1,600.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-2,000.00	.00	24.00	24.00	-1,976.00	1.20%
6400 - OTHER OPERATING EXPENSES	-2,000.00	.00	.00	.00	-2,000.00	-0.00%
<b>Total Function21 INSTRUCTIONAL</b>	<b>-172,792.00</b>	<b>.00</b>	<b>13,363.11</b>	<b>13,363.11</b>	<b>-159,428.89</b>	<b>7.73%</b>
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-689,586.00	.00	53,276.08	53,276.08	-636,309.92	7.73%
6200 - PURCHASE & CONTRACTED SVS	-625.00	.00	.00	.00	-625.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-7,625.00	.00	.00	.00	-7,625.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-6,905.00	367.70	359.00	359.00	-6,178.30	5.20%
<b>Total Function23 CAMPUS ADMINISTRATION</b>	<b>-704,741.00</b>	<b>367.70</b>	<b>53,635.08</b>	<b>53,635.08</b>	<b>-650,738.22</b>	<b>7.61%</b>
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-324,697.00	.00	25,768.64	25,768.64	-298,928.36	7.94%
6200 - PURCHASE & CONTRACTED SVS	-8,250.00	.00	.00	.00	-8,250.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-8,625.00	.00	230.00	230.00	-8,395.00	2.67%
6400 - OTHER OPERATING EXPENSES	-6,175.00	260.00	.00	.00	-5,915.00	-0.00%
<b>Total Function31 GUIDANCE AND</b>	<b>-347,747.00</b>	<b>260.00</b>	<b>25,998.64</b>	<b>25,998.64</b>	<b>-321,488.36</b>	<b>7.48%</b>
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-60,623.00	.00	4,992.44	4,992.44	-55,630.56	8.24%
6300 - SUPPLIES AND MATERIALS	-2,500.00	.00	.00	.00	-2,500.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-250.00	.00	.00	.00	-250.00	-0.00%
<b>Total Function33 HEALTH SERVICES</b>	<b>-63,373.00</b>	<b>.00</b>	<b>4,992.44</b>	<b>4,992.44</b>	<b>-58,380.56</b>	<b>7.88%</b>
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-275,000.00	.00	.00	.00	-275,000.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-70,000.00	.00	7,698.45	7,698.45	-62,301.55	11.00%
6400 - OTHER OPERATING EXPENSES	-150.00	.00	.00	.00	-150.00	-0.00%
<b>Total Function34 PUPIL TRANSPORTATION-</b>	<b>-345,150.00</b>	<b>.00</b>	<b>7,698.45</b>	<b>7,698.45</b>	<b>-337,451.55</b>	<b>2.23%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-229,327.00	.00	18,940.78	18,940.78	-210,386.22	8.26%
6200 - PURCHASE & CONTRACTED SVS	-62,950.00	620.84	7,736.88	7,736.88	-54,592.28	12.29%
6300 - SUPPLIES AND MATERIALS	-103,150.00	12,761.02	48,675.33	48,675.33	-41,713.65	47.19%
6400 - OTHER OPERATING EXPENSES	-157,535.00	395.94	17,825.22	17,825.22	-139,313.84	11.32%
<b>Total Function36 CO-CURRICULAR ACTIVITIES</b>	<b>-552,962.00</b>	<b>13,777.80</b>	<b>93,178.21</b>	<b>93,178.21</b>	<b>-446,005.99</b>	<b>16.85%</b>
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-382,400.00	.00	33,244.40	33,244.40	-349,155.60	8.69%
6200 - PURCHASE & CONTRACTED SVS	-89,950.00	281.23	4,149.50	4,149.50	-85,519.27	4.61%
6300 - SUPPLIES AND MATERIALS	-9,750.00	2,079.76	-95.00	-95.00	-7,765.24	.97%
6400 - OTHER OPERATING EXPENSES	-46,800.00	479.49	5,845.32	5,845.32	-40,475.19	12.49%
<b>Total Function41 GENERAL ADMINISTRATION</b>	<b>-528,900.00</b>	<b>2,840.48</b>	<b>43,144.22</b>	<b>43,144.22</b>	<b>-482,915.30</b>	<b>8.16%</b>
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-153,982.00	.00	12,476.42	12,476.42	-141,505.58	8.10%
6200 - PURCHASE & CONTRACTED SVS	-762,000.00	37,419.64	33,403.74	33,403.74	-691,176.62	4.38%
6300 - SUPPLIES AND MATERIALS	-60,500.00	494.07	6,690.15	6,690.15	-53,315.78	11.06%
6400 - OTHER OPERATING EXPENSES	-50,350.00	.00	47,449.85	47,449.85	-2,900.15	94.24%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-5,500.00	.00	.00	.00	-5,500.00	-.00%
<b>Total Function51 PLANT MAINTENANCE &amp;</b>	<b>-1,032,332.00</b>	<b>37,913.71</b>	<b>100,020.16</b>	<b>100,020.16</b>	<b>-894,398.13</b>	<b>9.69%</b>
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-10,000.00	.00	.00	.00	-10,000.00	-.00%
6300 - SUPPLIES AND MATERIALS	-250.00	.00	.00	.00	-250.00	-.00%
<b>Total Function52 SECURITY</b>	<b>-10,250.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-10,250.00</b>	<b>-.00%</b>
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-144,919.00	.00	12,834.59	12,834.59	-132,084.41	8.86%
6200 - PURCHASE & CONTRACTED SVS	-47,732.00	.00	27.50	27.50	-47,704.50	.06%
6300 - SUPPLIES AND MATERIALS	-12,000.00	.00	.00	.00	-12,000.00	-.00%
6400 - OTHER OPERATING EXPENSES	-1,000.00	99.00	771.00	771.00	-130.00	77.10%
<b>Total Function53 DATA PROCESSING</b>	<b>-205,651.00</b>	<b>99.00</b>	<b>13,633.09</b>	<b>13,633.09</b>	<b>-191,918.91</b>	<b>6.63%</b>
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-3,000.00	.00	577.50	577.50	-2,422.50	19.25%
<b>Total Function61 COMMUNITY SERVICES</b>	<b>-3,000.00</b>	<b>.00</b>	<b>577.50</b>	<b>577.50</b>	<b>-2,422.50</b>	<b>19.25%</b>
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-155,000.00	.00	154,002.18	154,002.18	-997.82	99.36%
<b>Total Function71 DEBT SERVICES</b>	<b>-155,000.00</b>	<b>.00</b>	<b>154,002.18</b>	<b>154,002.18</b>	<b>-997.82</b>	<b>99.36%</b>
81 - CAPITAL PROJECTS						
6600 - CPTL OUTLY LAND BLDG & EQUIP	-120,000.00	102,884.57	.00	.00	-17,115.43	-.00%
<b>Total Function81 CAPITAL PROJECTS</b>	<b>-120,000.00</b>	<b>102,884.57</b>	<b>.00</b>	<b>.00</b>	<b>-17,115.43</b>	<b>-.00%</b>
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-4,756,079.00	.00	.00	.00	-4,756,079.00	-.00%
<b>Total Function91 CHAPTER 41 PAYMENT</b>	<b>-4,756,079.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-4,756,079.00</b>	<b>-.00%</b>
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-90,000.00	.00	19,846.44	19,846.44	-70,153.56	22.05%
<b>Total Function99 PAYMENT TO OTHER</b>	<b>-90,000.00</b>	<b>.00</b>	<b>19,846.44</b>	<b>19,846.44</b>	<b>-70,153.56</b>	<b>22.05%</b>
<b>Total Expenditures</b>	<b>-15,610,655.00</b>	<b>233,361.68</b>	<b>1,036,604.59</b>	<b>1,036,604.59</b>	<b>-14,340,688.73</b>	<b>6.64%</b>

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - ATHLETIC ACTIIVTY REVENUE	331,494.00	-28,215.69	-28,215.69	303,278.31	8.51%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>331,494.00</b>	<b>-28,215.69</b>	<b>-28,215.69</b>	<b>303,278.31</b>	<b>8.51%</b>
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	2,980.00	.00	.00	2,980.00	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>2,980.00</b>	<b>.00</b>	<b>.00</b>	<b>2,980.00</b>	<b>.00%</b>
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	268,071.00	.00	.00	268,071.00	.00%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>268,071.00</b>	<b>.00</b>	<b>.00</b>	<b>268,071.00</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>602,545.00</b>	<b>-28,215.69</b>	<b>-28,215.69</b>	<b>574,329.31</b>	<b>4.68%</b>



	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6200 - PURCHASE & CONTRACTED SVS	-575,343.00	.00	65.50	65.50	-575,277.50	.01%
6300 - SUPPLIES AND MATERIALS	-27,202.00	.00	.00	.00	-27,202.00	-.00%
<b>Total Function 35 FOOD SERVICES</b>	<b>-602,545.00</b>	<b>.00</b>	<b>65.50</b>	<b>65.50</b>	<b>-602,479.50</b>	<b>.01%</b>
<b>Total Expenditures</b>	<b>-602,545.00</b>	<b>.00</b>	<b>65.50</b>	<b>65.50</b>	<b>-602,479.50</b>	<b>.01%</b>

Board Report  
Comparison of Revenue to Budget  
Lago Vista ISD  
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	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	.00	-4,366.76	-4,366.76	-4,366.76	.00%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>.00</b>	<b>-4,366.76</b>	<b>-4,366.76</b>	<b>-4,366.76</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>.00</b>	<b>-4,366.76</b>	<b>-4,366.76</b>	<b>-4,366.76</b>	<b>.00%</b>

Board Report  
Comparison of Expenditures and Encumbrances to Budget  
Lago Vista ISD  
As of September

Fund 698 / 3 CONSTRUCTION 2012

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
81 - CAPITAL PROJECTS						
6600 - CPTL OUTLY LAND BLDG & EQUIP	-28,092,652.49	9,999.00	15,000.00	15,000.00	-28,067,653.49	.05%
<b>Total Function 81 CAPITAL PROJECTS</b>	<b>-28,092,652.49</b>	<b>9,999.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>-28,067,653.49</b>	<b>.05%</b>
<b>Total Expenditures</b>	<b>-28,092,652.49</b>	<b>9,999.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>-28,067,653.49</b>	<b>.05%</b>

Board Report  
Comparison of Revenue to Budget  
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Fund 699 / 3 CAPITAL PROJECTS

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	.00	-1.82	-1.82	-1.82	.00%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>.00</b>	<b>-1.82</b>	<b>-1.82</b>	<b>-1.82</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>.00</b>	<b>-1.82</b>	<b>-1.82</b>	<b>-1.82</b>	<b>.00%</b>

Board Report  
Comparison of Revenue to Budget  
Lago Vista ISD  
As of September

Fund 711 / 3 LITTLE VIKINGS DAYCARE

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	116,825.00	-12,135.00	-12,135.00	104,690.00	10.39%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>116,825.00</b>	<b>-12,135.00</b>	<b>-12,135.00</b>	<b>104,690.00</b>	<b>10.39%</b>
<b>Total Revenue Local-State-Federal</b>	<b>116,825.00</b>	<b>-12,135.00</b>	<b>-12,135.00</b>	<b>104,690.00</b>	<b>10.39%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-110,375.00	.00	7,670.75	7,670.75	-102,704.25	6.95%
6300 - SUPPLIES AND MATERIALS	-3,000.00	.00	333.36	333.36	-2,666.64	11.11%
6400 - OTHER OPERATING EXPENSES	-3,450.00	214.51	.00	.00	-3,235.49	-.00%
<b>Total Function61 COMMUNITY SERVICES</b>	<b>-116,825.00</b>	<b>214.51</b>	<b>8,004.11</b>	<b>8,004.11</b>	<b>-108,606.38</b>	<b>6.85%</b>
<b>Total Expenditures</b>	<b>-116,825.00</b>	<b>214.51</b>	<b>8,004.11</b>	<b>8,004.11</b>	<b>-108,606.38</b>	<b>6.85%</b>