



Notice of Regular Meeting The Board of Trustees LVISD

A meeting of the Board of Trustees of Lago Vista ISD will be held on May 20, 2013, at 6:00 PM 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.

1. Invocation
2. Welcome visitors/Recognition/Public participation
3. Recognition of retiring staff members
4. LV Men's Club Mentoring Program
5. SHAC Update
6. Mountain Biking Association
7. Construction Update
8. Field and Track Construction Addendums
9. Audit Engagement for 2012-13 School Year
10. Cafeteria, Custodial and Maintenance Contracts
11. Consideration and possible action regarding the proposed Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements for water and wastewater infrastructure related to the new high school
12. Superintendent Report
 - a. Legislative Update
 - b. End of Year Events
 - c. Graduation
 - d. CSCOPE
13. Minutes of previous meetings
14. Budget Amendments
15. Monthly Financial Report
16. Closed Executive Session
17. Personnel: Assignment and Employment
18. Adjourn

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.

Matt Underwood
Superintendent

Date

Lago Vista Men's Club

proposed

"Mentoring Program for Boys"

for

Lago Vista ISD

5/17/2013 LVMC Mentoring for Boys
Presentation 1

Lago Vista Men's Club

Our Mission:

The Lago Vista Men's Club is an independent volunteer service organization which will identify, develop, promote & complete community based programs.

Website:
(Currently being developed)
www.lagovistamensclub.org

The Lago Vista Men's Club name is officially registered with the State of Texas

5/17/2013 LVMC Mentoring for Boys
Presentation 2

Lago Vista Men's Club

Lago Vista Men's Club Start Up

As an initial first step in creating the **Lago Vista Men's Club (LVMC)** we have assembled a group of Lago Vista male volunteers of varying age groups, with diverse backgrounds who are interested in participating in our first program which will be a group "Mentoring Program for Boys".

Lago Vista Men's Club Mentoring Program for Boys

5/17/2013 LVMC Mentoring for Boys
Presentation 3



Mentoring Background Research

As you'll see from the following documents considerable thought has been given to the best way to proceed in defining a group mentoring program which we feel would be very appropriate for the Lago Vista ISD.

The LVMC plan would be based on adopting, and slightly modifying to suit our local needs, proven mentoring methodologies used by the "Boys to Men Mentoring Network" which has already been successfully implemented in many other regions of the U.S. and Internationally.

In discussions I've had with **Craig McClain the Executive Director/Co Founder of the Boys to Men Mentoring Network** we've been given approval to use/adopt/modify for free any/all reference materials as we need them. This way we'll become an affiliated member of the Boys to Men Network, just like the other sites they list.

I've also been in contact with **Bob Watts the Outreach Coordinator for the Boys to Men program in Houston, TX** and received the same assurances of help and support from him.

5/17/2013

LVMC Mentoring for Boys
Presentation

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Boys to Men Mentoring was started in San Diego 15 years ago



Current Boys to Men Centers

- Atlanta, GA
- Ashland, OR
- Asheville, NC
- Chicago, IL
- Europe
- Houston, TX
- Locarno, Switzerland
- Minneapolis, MN
- Montreal Canada
- New England
- New Mexico
- Northern California
- Prescott, AZ
- Richmond, VA
- San Diego, CA
- Sioux City, IA
- South Africa, Cape Town
- South Africa, Johannesburg
- Schweiz, Switzerland
- Toronto, Canada
- Tucson, AZ
- United Kingdom
- Vancouver Island, Canada
- Washington, DC

With your support and approval we hope to add Lago Vista ISD to this list

5/17/2013

LVMC Mentoring for Boys
Presentation

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Why There's A Need

The challenge for boys in today's world is greater than ever. Boys have too few positive role models and far too many negative examples of masculinity. Gangs, drugs, Internet pornography, and teen pregnancies compound this critical time in a young man's life. Too many good boys get caught up in a path they may not have chosen if they had a mentor to help see options, weigh consequences and make positive choices.

Divorce rates are over 50%. Over 40% of families are single parent with mom as head of the household. Boys are seeking honor and respect through threats and acts of violence. When a young man takes a risk, he is begging for attention. Use of alcohol, tobacco and other drugs continues to be a rite of passage for many boys. Boys suffer from sadness, fear and anger in a culture of cruelty and are taught not to express their feelings.

**Do you know a boy who is ready to step onto his journey towards manhood?
We'll make the bridge into manhood meaningful and fun.**

5/17/2013

LVMC Mentoring for Boys
Presentation

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Lago Vista Men's Club Mentoring Program for Boys

Our goal is to guide boys **12-15 years of age i.e. grades 8-10** through their passage to manhood. We'll provide boys with mentoring and modeling so that they learn integrity, accountability, compassion and respect. We'll help boys develop responsibility and guide them toward healthy manhood. We'll do this by facilitating group mentoring on a regular basis with them until they feel more confident about the own capabilities.

What are our objectives for Boys who enter the Mentoring Program

- Build their self esteem.
- Provide a unique and safe place where boys can interact with committed, conscientious men.
- Encourage boys to be men of honor. To seek and speak the truth.
- Help boys discover and develop their individual strengths, talents and gifts.
- Mentor positive male role models.
- Challenge boys to live lives of responsible action and make a meaningful impact in the world.
- Teach boys how to resolve conflicts and ask for forgiveness.
- Support boy's dreams to find a personal mission.
- Praise the greatness in each boy.
- Give our boys hope, confidence and courage.

Our program addresses core issues facing adolescent boys. Boys act out for a reason. Once that reason is revealed, they are better able to make conscious choices.

5/17/2013 LVMC Mentoring for Boys Presentation 7




LVMC Group Mentoring Specifics

Lago Vista Men's Club Mentoring Program for Boys would be an after school "Group Mentoring" program focused on **Middle School, and High School boys 12-15 years of age i.e. grades 8-10** who may not be participants in high profile school programs or in the mainstream of school life. The boys may be growing up without a father, or with a single parent, or in a mixed family environment. Most likely these boys need help and guidance to motivate them, and point them in the proper direction on their path to manhood.

All group mentoring meetings would be held in the early evenings on LVISD property either at the **Lago Vista Middle School or Lago Vista High School**. The group aspect of these weekly meetings would give boys access to a variety of male role models. Varying sizes of groups, or multiple groups of mentors would show up consistently, tell the truth about their own struggles as men, ask the boys what kind of man they want to be, praise them for their unique gifts, support them if and when they screw up, and encourage them to become that good man they all want to be.

5/17/2013 LVMC Mentoring for Boys Presentation 8



Our Meetings Format

The weekly meetings would combine learning, fun, leadership opportunities, peer mentoring and self-esteem building exercises. **Mentors and boys are seated in a circular formation** and each meeting would begin with a mentor sharing his personal story about the week's topic, he talks about the lessons he learned, and the long-term consequences of his actions. The mentor does not teach or lecture, he just tells his story. This gives the boys permission to share their stories.

Giving these boys a community of men and mentors who listen to them, and believe in them, should add to the boys confidence, school performance and their own individual responsibility. Instead of telling them what to do, our mentors will discuss the mistakes we made at their age, and tell them the truth about the struggles we face as men. This approach should build a connection and trust which allows boys and men to talk openly about the challenges in their lives and help them support each other in their journey to become better men.

5/17/2013 LVMC Mentoring for Boys Presentation 9

**Lago Vista Men's Club
Mentoring Program
for Boys**

Typical Discussion Topics

- How does peer pressure affect you? Have you ever gone with the crowd to be accepted?
- What is your dream? What are you doing or not doing to achieve that dream?
- What kind of man do you want to be? What will you need to do to become that man?
- What masks do you wear to hide what is really going on inside you?
- What are you most proud of? What have you done that you are not proud of?
- Do you ever lie? Who do you lie to? What is the payback? Is it worth it?
- Have you ever been bullied or been the bully?

5/17/2013 LVMC Mentoring for Boys
Presentation 10

**Lago Vista Men's Club
Mentoring Program
for Boys**

What mentoring is, and What it isn't.

- 1 - The mentoring program will provide boys with the opportunity to hear real life experiences from a variety of men with the objective of helping them develop confidence, responsibility & motivation in their own lives.
- 2- The LVMC mentoring program is not a substitute for LVISD Counselors efforts, it supports and compliments them.
- 3 - Mentors are not there to teach school subjects in the boy's class curriculum, this is the role of their LVISD Teachers.

5/17/2013 LVMC Mentoring for Boys
Presentation 11

**Lago Vista Men's Club
Mentoring Program
for Boys**

Program Safety

The safety and confidentiality of interaction with our boys is our first priority therefore all group mentoring sessions will include a minimum of two to five adult mentors.

There will not be any one on one mentoring either inside or outside of school property.

The group mentoring aspect further adds to our program's safety by allowing us to monitor and evaluate the mentor's interactions with boys.

In order to become a member of the LVMC Group Mentoring Program for Boys each potential mentor must willingly submit to, and pass, an official background check prior to his acceptance into the program.

5/17/2013 LVMC Mentoring for Boys
Presentation 12

**Lago Vista Men's Club
Mentoring Program
for Boys**

Confidentiality & Legal Issues

Due to the confidentiality and sensitivity of issues discussed at these group mentoring sessions there will be no recording of any kind and no written transcripts.

If mentors are given information which may be of a questionable legal nature they must responsibly contact the LVISD or LVPD to seek advice on how to best discuss this with the correct legal channels.

5/17/2013 LVMC Mentoring for Boys
Presentation 13

**Lago Vista Men's Club
Mentoring Program
for Boys**

Getting Prepared

- Get the LVMC Website up and running.
- Complete Mentor Background Checks.
- Mentor training, reading materials/online courses etc.
- Define the boy's graduation process from the mentoring program.
- Work with LVISD Counselors to develop a referral/approval process for obtaining boys names as candidates for the group mentoring program.
- Promoting the program within LVISD
- Establish launch dates per campus.

5/17/2013 LVMC Mentoring for Boys
Presentation 14

Dave Freeman


From: Mail (unread) [not_underscored@igmparts.net]

Sent: Tuesday, April 02, 2013 11:41 AM

To: Carl Ledbetter, Mike Reed

CC: Dave Freeman

Subject: Re: Liability Insurance



**LVMC Mentors "Liability
Insurance Coverage"
Confirmation**

Carl,

This email confidential and secure.

Thanks,

Dave

On Mon, Apr 1, 2013 at 7:03 PM, Carl Ledbetter <led@igmparts.net> wrote:

Get confirmation that this activity would be covered. Do you need a certificate of insurance or just confirmation of coverage?

Carl Ledbetter

Program Manager

Texas Schools Property & Casualty Underwriter

401.566.0100


Austin, Texas 78714


352.298.0700 (Home)

352.457.2000 (Office)

352.338.2000 (Fax)

IGMP@igmparts.net





**LVMC Mentors "Liability
Insurance Coverage"
Confirmation**

5/17/2013 LVMC Mentoring for Boys
Presentation 15

Boys Application & Release Form

Boy's Information:

Full Name (Last, Middle, First)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Address		City/State	
Boy's Phone (Area #)	Boy's Email	Parent/Guardian Phone (Area #)	Parent/Guardian Email
Parent/Guardian Consent		Parent's Signature	Date
Boy's Signature		Boy's Date	Boy's Address

Boy's Eligibility:
 American Indian Alaska, Hispanic, Pacific Islander Black, African American Hispanic White Other

Parent Information:
 Single Parent Single Parent/Partner Divorced/Remarried Married Other

Medical Information:
 I have a medical condition that may affect my ability to participate in the program. I have given my child permission to participate in these activities. I understand the conditions of the LVMC Mentoring Program and that I will hold the child harmless from any and all claims or liability arising out of his participation in these activities.

Release - Release Agreement:
 I understand that participation in any activity involves a certain degree of risk. I understand that some of the LVMC Mentoring Program for Boys activities will be deemed to be recreational and optional. I understand that participation in the activity is entirely voluntary and I agree to participate in the activity at my own risk. I understand that the LVMC Mentoring Program for Boys is not a program of the State of Texas and that I understand the conditions of the LVMC Mentoring Program for Boys. I will hold the LVMC Mentoring Program for Boys harmless from any and all claims or liability arising out of his participation in these activities.

Medical Information:
 In case of an accident or emergency involving my child, I hereby give volunteers from the LVMC Mentoring Program for Boys authorization to provide first aid and/or transport my child to the nearest medical facility, at the same time, I understand every effort will be made to contact my primary and if available the secondary emergency contact as listed on this form. In the event either of these contacts change in my responsibility to inform the LVMC Mentoring Program for Boys organization in writing of any such changes.

Transportation Agreement:
 I hereby give approval for volunteers of the LVMC Mentoring Program for Boys authorization to transport my child home from program activities in the event case which neither the primary or secondary contact listed on this form is available to do so.

(Parent/Guardian name & signature) _____ (Date) _____

5/17/2013 LVMC Mentoring for Boys Presentation 16

**BOYS to MEN
MENTORING
TODAY'S YOUTH**

Reference Website Listings

www.boystomen.org

www.boystomentexas.org



www.boystomennewmexico.org

www.btmchicago.net

www.journeymanuk.org

5/17/2013 LVMC Mentoring for Boys Presentation 17

Working Together


+


When we invest in our boys, and support them at this critical time in their lives, the payback will last a lifetime !

5/17/2013 LVMC Mentoring for Boys Presentation 18



Continued Activities:

- Erection of structural steel continues at areas 'C' of main building
- Hellas Construction has completed installing gravel drainage system and began installing the turf on 5/17/13
- Installation of exterior stone veneer at area 'A' is in progress
- Masonry work at interior of area 'B' and 'C' continues
- Interior wall framing continues at area 'B' and 'C'
- Mechanical, electrical and plumbing rough-in continues at area 'A', 'B' and 'C'
- Building and setting concrete forms for retaining wall at Fieldhouse/Concession building continues
- City completed installation of the on-site 16" waterline and 8" fire loop.
- Hagood submitted the plans for the alternate emergency access route to the football field and the revised north entrance. BWC is currently pricing the work.

Looking Ahead:

- Installation of roofing system at area 'B' is scheduled to begin on 5/20/13
- Widening of Lohman Ford Rd. is scheduled to begin on 6/3/13
- Place concrete for final section of the Fieldhouse retaining wall the week of 5/20/13
- Installation of roadway curbs throughout site to begin the week of 5/20/13





Lago Vista ISD 2011 Bond – Monthly Bond Update 5/20/13



Budget Summary

2011 Lago Vista ISD Bond Budget Summary -	Updated	5/17/2013	Budget	Committed	Expenditures To Date	Expenditure Balance	Budget Balance
Construction Costs							
BWC - General Conditions	\$	260,228	\$	259,772	\$	90,930	\$ 168,842 \$ 456
BWC - Overhead/Profit	\$	247,831	\$	247,401	\$	86,590	\$ 160,811 \$ 430
BWC - GMP (Less GC/O/P)	\$	23,768,399	\$	24,656,397	\$	8,112,560	\$ 16,543,837 \$ (887,998)
BWC - Total GMP	\$	24,276,458	\$	25,163,570	\$	8,290,080	\$ 16,873,490 \$ (887,112)
Contribution to Off-Site Water/Sewer Improvements	\$	1,250,000	\$	1,333,830	\$	1,333,830	\$ - \$ (83,830)
Total Construction Costs	\$	25,526,458	\$	26,497,400	\$	9,623,910	\$ 16,873,490 \$ (970,942)
Non-Fixed Furniture/Fixtures/Equip							
Hellas - Artificial Turf	\$	607,637	\$	500,000.00	\$	-	\$ 500,000.00 \$ 107,637.00
Hellas - Resurface Track	\$	631,790	\$	187,302.41	\$	444,487.59	
Total	\$	783,165	\$	187,302.41	\$	595,862.59	
Fees/Design/Acctg/Legal/Admin (9.6% of Construction Costs)							
Architectural/Structural/MEP Fees**	\$	1,549,220	\$	1,451,738	\$	1,250,718	\$ 201,020 \$ 97,482
Acoustical Consultant	\$	41,400	\$	34,500	\$	24,150	\$ 10,350 \$ 6,900
Civil Engineer Fees***	\$	239,791	\$	283,584	\$	249,768	\$ 33,816 \$ (43,793)
Surveying	\$	67,500	\$	67,500	\$	77,058	\$ (9,558) \$ -
Traffic Impact Analysis	\$	25,000	\$	25,000	\$	21,000	\$ 4,000 \$ -
Environmental Consultant	\$	10,000	\$	-	\$	-	\$ 10,000 \$ -
Geotechnical Fees	\$	38,540	\$	38,540	\$	36,690	\$ 1,850 \$ -
Construction Materials Testing	\$	30,610	\$	30,000	\$	35,319	\$ (5,319) \$ 610
PM Fees	\$	402,300	\$	402,300	\$	218,994	\$ 183,306 \$ -
Misc. Fees	\$	47,250	\$	96,600	\$	86,630	\$ 9,970 \$ (49,350)
Total Professional Fees	\$	2,451,611	\$	2,429,762	\$	2,000,327	\$ 429,435 \$ 21,849
Technology Equipment							
	\$	500,000	\$	-	\$	-	\$ 500,000.00
Contingency							
	\$	514,294	\$	-	\$	-	\$ 514,294.00
Total Project Budget	\$	29,600,000	\$	30,210,327	\$	11,624,237	\$ 18,586,090 \$ (610,327)

Budget Balance	\$-610,327
Current Owner's Contingency within GMP	\$79,881
Contractor's Contingency within GMP	\$50,000
Total Uncommitted Funds to Date	-\$480,446

**Base on construction costs of \$21,795,963
 ***Based on construction costs of \$4,393,066





Lago Vista ISD 2011 Bond – Monthly Bond Update 5/20/13



Summary of Uncommitted (Available) Funds		5/17/2013	Status
FF&E	\$	500,000	Pricing Under Review
Budget Balance	\$	(610,327)	
Current Owner's Contingency within GMP			
Beginning Balance	\$	75,000	
CR #1- Sports Lighting Credit	\$	12,000	Approved
CR#2- Falcon Exit Device Credit	\$	7,500	Approved
CR#3- HETD Credit	\$	30,000	Approved
CR#4- Alum. Wire Credit	\$	29,827	Approved
CR#5- Concrete Work Credit	\$	99,582	Approved
CR#6- R Guard Spray Credit	\$	9,000	Approved
CR#7- 48" RCP Drainage	\$	-	Voided
CR#8- PR 1- Stained Concrete	\$	(38,569)	Approved
CR#9- Water Loop Credit	\$	18,710	Approved
CR#10- PR 2- Stone Veneer	\$	(47,695)	Approved
CR#11- PR3- Fieldhouse Sprinkler	\$	(22,000)	Approved
CR#12- PR4- Site grading/drain	\$	(8,500)	
CR#13-ASI2- Revisions	\$	(27,533)	Under Review
CR#14- ASI3- MEP Changes	\$	-	Approved
CR#15-ASI4- Structural Changes	\$	(11,404)	Under Review
CR#16- ASI5- Area D Framing Chan	\$	(13,125)	Under Review
CR#17-ASI6- Various Changes	\$	-	Pricing
CR#18- ASI7- Plan Review Change	\$	-	Pricing
CR#19- ASI8- Equip Platform	\$	(5,610)	Under Review
CR#20- PR6- Lighting Controls Desk	\$	(4,100)	Approved
CR#21- PR7- Glass Overhead Doors	\$	(2,877)	Approved
CR#22- Subcontractor Permit Fees	\$	(20,325)	Approved
Owner's Contingency Balance	\$	79,881	
Contractor's Contingency within GMP	\$	50,000	
Total Uncommitted Funds to Date	\$	(480,446)	
Other Project Considerations			Status
East Access Road (Estimate)	\$	50,000	Estimate
North Entrance Road	\$	10,000	Estimate
Total Other Project Considerations	\$	60,000	
Projected Balance of Uncommitted Funds	\$	(540,446)	





Lago Vista ISD 2011 Bond – Monthly Bond Update 5/20/13



NEW LAGO VISTA HIGH SCHOOL 3 Week Look-Ahead Schedule

	May 13th through May 18th							May 20th through May 25th							May 27th through June 1st						
	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S
Area A - Classroom																					
- fire sprinkler and MEP rough-in																					
- gypsum board work																					
- exterior stone veneer																					
Area B - Admin, Cafeteria, & Library																					
- MEP rough-in (walls & overhead)																					
- interior CMU walls																					
- wood blocking on roof																					
Area C - Athletics & Competition Gym																					
- metal roof deck of Gym & Shop Area																					
- laying CMU walls & stone veneer																					
- MEP rough-in (walls & overhead)																					
- wood blocking on roof																					
Area C - Auxiliary Gym																					
- install metal roof deck																					
- laying CMU walls																					
Area D - Performing Arts Center																					
- waiting for structural steel																					
Area E - Fieldhouse																					
- form and pour retaining wall																					
Sitework & Athletic Fields																					
- underground utilities																					
- Lift Station Work																					
- foundation for Pressbox & Dugouts																					
- Flex base for roadways & parking areas																					





CoLV Construction Schedule for the New LVISD Campus

LVISD Water Storage Tank

2013												2014			
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Design & Testing	15th Submit to TCEQ	15th Advetise to Bid	20th Bid Opening	21st Award Contract	Tank Engineering	Foundation and Piping	Fabrication and Delivery	Erection	Painting	Cathodic Protection	Fencing and Landscaping				
Complete	Complete	Complete	Complete	Complete											

LVISD 4" Offsite FM & 8" Offsite FM

2013												2014			
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
	Order Pipe and Valves	Receive Pipe and Valves	Install 1,063' of HS 4" FM												
	Complete	Complete	Complete												
										Install 7,750' of 8" Offsite FM.					

LVISD 16" Offsite Waterline

2013												2014			
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
	Order Pipe and Valves	Receive Pipe and Valves	Install Fire Loop & 16" Pipe	Install Rest of 16" Pipe											
	Complete	50% Complete	In Progress												

Alliegence Booster Pump Station Improvements

2013												2014			
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
		Hire Engineer	Design Pump Improvements and Order Pumps				Install Pump and Radio Controls								
		Complete	In Progress												





Hellas Construction, Inc.
 12710 Research Blvd.
 Suite 240
 Austin, TX 78759
 PH: 512-250-2910

CHANGE ORDER
 No. C01

TITLE: Track Change Order		DATE: 5/8/2013	
PROJECT: Lago Vista, ISD		JOB #: 20130087	
TO: Matt Underwood Lago Vista ISD 8039 Bar-K-Ranch Lago Vista, TX 78645		CONTRACT NO:	
	FROM: Kim Watkins	NUMBER: 512-354-6672	

DESCRIPTION OF CHANGE:

The Original Contract Sum was.....	\$631,790
Net Change by Previously Authorized Requests and Changes.....	\$0
The Contract Sum Prior To This Change Order was.....	\$631,790
The Contract Sum Will Be Increased/Decreased By.....	\$151,375
The New Contract Sum Including This Change Order.....	\$783,165
The Contract Time Will Be Increased or Decreased By.....	-
The Date of Substantial Completion as of This Change Order Therefore is.....	

ACCEPTED:

	HELLAS CONSTRUCTION, INC.	
By:	By:	By:
Date:	Date: 5/8/2013	Date:



March 22, 2013

To the Board of Trustees and Superintendent of
Lago Vista Independent School District

We are pleased to confirm our understanding of the services we are to provide Lago Vista ISD Interim FY13 for the year ended August 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities (if any), each major fund, and the aggregate remaining fund information which collectively comprise the basic financial statements of Lago Vista ISD Interim FY13 as of and for the year ended August 31, 2013. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and we will provide an opinion on this information in relation to the basic financial statements:

- 1) Combining Financial Statements of Individual Funds
- 2) Budgetary Comparison Schedules for the General Fund, Child Nutrition Fund, and Debt Service Fund (if applicable)
- 3) Schedule of Delinquent Taxes
- 4) Schedule of Expenditures of Federal Awards (if applicable)

The following other additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- 1) Indirect Cost Schedule (if presented)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the board of trustees, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will also review certain financial information reported in the District's Public Education Information Management System (PEIMS) submission to verify its accuracy. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if any), the aggregate discretely presented component units (if any), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements or material noncompliance with requirements applicable to major programs and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope that would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provision of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will also provide copies of the annual financial reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse, to the Texas Education Agency, and if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. The deadline for submission of the annual financial report to the Texas Education Agency is 150 days after the District's fiscal year end. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Singleton, Clark & Company, PC, and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Singleton, Clark & Company, PC, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during the summer months of the 2013 calendar year from our office and also with a preliminary visit to the District's administration office, conduct final audit procedures during the fall months, and to issue our reports no later than the fifth month after the District's fiscal year end. Exact dates will be arranged with the District's business manager. Our fee for these services will be \$19,189 which will be billed as the audit progresses in the following manner: Thirty percent (30%) of the estimated audit fee will be billed after completion of the preliminary audit procedures, fifty percent (50%) of the estimated audit fee will be billed after completion of the final audit procedures, and the remaining twenty percent (20%) of the estimated fee will be billed after issuance of the audit report and presentation to the Board of Trustees. The above fee is based on anticipated cooperation from District personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary to complete the audit due to unforeseen events such as the discovery of fraud or the condition of the accounting records, we will discuss it with you as soon as possible to arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report, dated March 9, 2012, accompanies this letter.

Parties to this engagement agree to attempt to negotiate the settlement of any disputes arising from this engagement. The parties further agree that, before resorting to arbitration or litigation, they will submit any dispute arising from this engagement to mediation by presenting a written request for mediation to the other party to the engagement. All mediations initiated as a result of this agreement shall be administered by the American Arbitration Association under its mediation rules and shall occur in Austin, Texas. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by all parties.

Our liability for all claims, damages and costs of the District arising from this engagement is limited to the total amount of fees paid by the District to us for the services rendered under this agreement. Any dispute regarding this engagement will be governed by the laws of the State of Texas without regard to the conflict of laws or provisions thereof. The parties agree that any legal action will be taken in the State or Federal courts in Travis County, Texas.

The District agrees to hold Singleton, Clark & Company, PC and its partners, heirs, executors, personal representatives, and successors harmless from any and all claims of the District which arise from knowing misrepresentations to Singleton, Clark & Company, PC personnel by the management of the District, or the intentional withholding or concealment of information from Singleton, Clark & Company, PC personnel by the management of the District. The District also agrees to indemnify Singleton, Clark & Company, PC for any and all claims made against Singleton, Clark & Company, PC by third parties which arise from any of these actions by the management of the District, as long as Singleton, Clark & Company, PC is not negligent in the performance of its services.

We appreciate the opportunity to be of service to Lago Vista ISD Interim FY13 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Preston K. Singleton, CPA

Preston K. Singleton, CPA
Singleton, Clark & Company, PC

RESPONSE:

This letter correctly sets forth the understanding of Lago Vista ISD Interim FY13.

By: _____

Title: _____

Date: _____

**RESTATED AND AMENDED
INTERLOCAL AGREEMENT REGARDING CONSTRUCTION OF WATER
AND WASTEWATER SYSTEM IMPROVEMENTS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Restated and Amended Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements (this “Restated Agreement”) is entered into as of the Effective Date, by and between the **City of Lago Vista**, a home rule municipal corporation of the State of Texas (the “City”) and the **Lago Vista Independent School District**, an independent school district and a political subdivision of the State of Texas (“LVISD”) contingent upon the Parties also entering into a Joint Facilities Use Agreement.

Recitals

A. WHEREAS, the City is a political subdivision of the State of Texas and the owner of certain water and wastewater facilities that it utilizes to provide water service to its retail and wholesale customers, including LVISD; and

B. WHEREAS, LVISD owns that approximate 101-acre tract of land located in Travis County being more particularly described in **Exhibit “A”** (the “Property”) attached hereto on which it proposes to construct a high school and related facilities; and

C. WHEREAS, the Parties desire to enter into this Restated Agreement pursuant to the Interlocal Cooperation Act in order to set forth the terms and conditions pursuant to which the Parties will provide for the design, construction and payment of improvements to facilities necessary for the City to expand its retail water and wastewater service to LVISD to include the Property; and

D. WHEREAS, the Parties have agreed to enter into a Joint Facilities Use Agreement allowing the City to make available additional funds from the City’s Park Fund to LVISD; and

E. WHEREAS, this Restated Agreement amends and restates the Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, the following terms will have the meanings set forth below:

1.1 “Agreement” means this Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements.

1.2 “County” means Travis County, Texas.

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.

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.

1.12 “Restated Agreement” means this Restated and Amended Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements.

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; 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.**

(a) 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.

(b) LVISD shall design the Fire Loop and the City shall approve the design and construct the Fire Loop.

(c) LVISD shall pay the City \$83, 830 for construction of the Fire Loop.

(d) LVISD shall prepare an easement in which the Fire Loop shall be located. The City shall approve the form of the easement. LVISD shall dedicate such Fire Loop easement to the City prior to occupancy of any building on the property. After such dedication, the City shall be responsible for the maintenance and operation of the Fire Loop.

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.

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 and wastewater service beyond that which is necessary to serve LVISD’s Property. The City agrees to reimburse LVISD from subsequent **payments made by** developer(s) or subsequent users, that utilize the 16 inch water transmission line, the 8 inch HDPE sanitary sewer line, the Allegiance Pump Station upgrades, or elevated water tank, that have not contributed **to the cost of** the project in an amount equal to a percentage of LVISD’s total contribution. The 4 inch sanitary sewer force main is not subject to subsequent user fees unless such line is determined by the city capable of serving others than

LVISD. 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 16 inch transmission line, the Allegiance Pump Station upgrades, the 8 inch HDPE sanitary sewer 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 Restated 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 Restated Agreement and to perform all obligations hereunder;

(b) Execution of this Restated 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 Restated 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 Restated 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 Restated Agreement and the consummation of the transactions contemplated by this Restated 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 Restated Agreement and to perform all obligations hereunder;

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

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

(d) The execution and delivery of this Restated 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 Restated 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 Restated 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 Restated Agreement and the consummation of each of the transactions contemplated by this Restated 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 Restated Agreement by any remedy at law or in equity or under this Restated Agreement to which it may be entitled; to terminate this Restated 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 Restated 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 Restated 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 Restated 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 Restated Agreement or is otherwise in breach or default under this Restated 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 Restated 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 Restated Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

10.2 **Term and Termination.** This Restated 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

10.5 Execution. This Restated 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 Restated Agreement.

10.7 Governing Law. This Restated 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated Agreement will not be deemed a waiver of any subsequent default or other matter.

10.12 **Amendments.** This Restated 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 Restated 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 Restated 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 Restated 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 Restated 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 Restated Agreement are hereby incorporated in this Restated Agreement as if the same were set forth in full in the body of this Restated Agreement.

10.18 **Entire Agreement.** This Restated 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

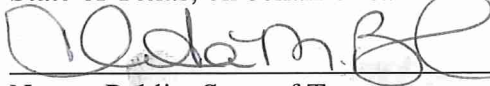
§

COUNTY OF TRAVIS

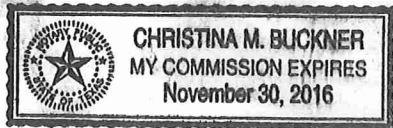
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§

Frank Robbins, Assistant City Manager
This instrument was acknowledged before me on the 25 day of April, 2013, 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 _____, 2013, 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

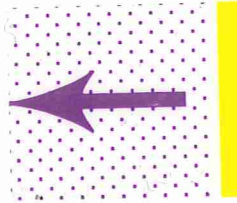


Exhibit "A"

Description of Property and Illustration of Water and Wastewater System Improvements

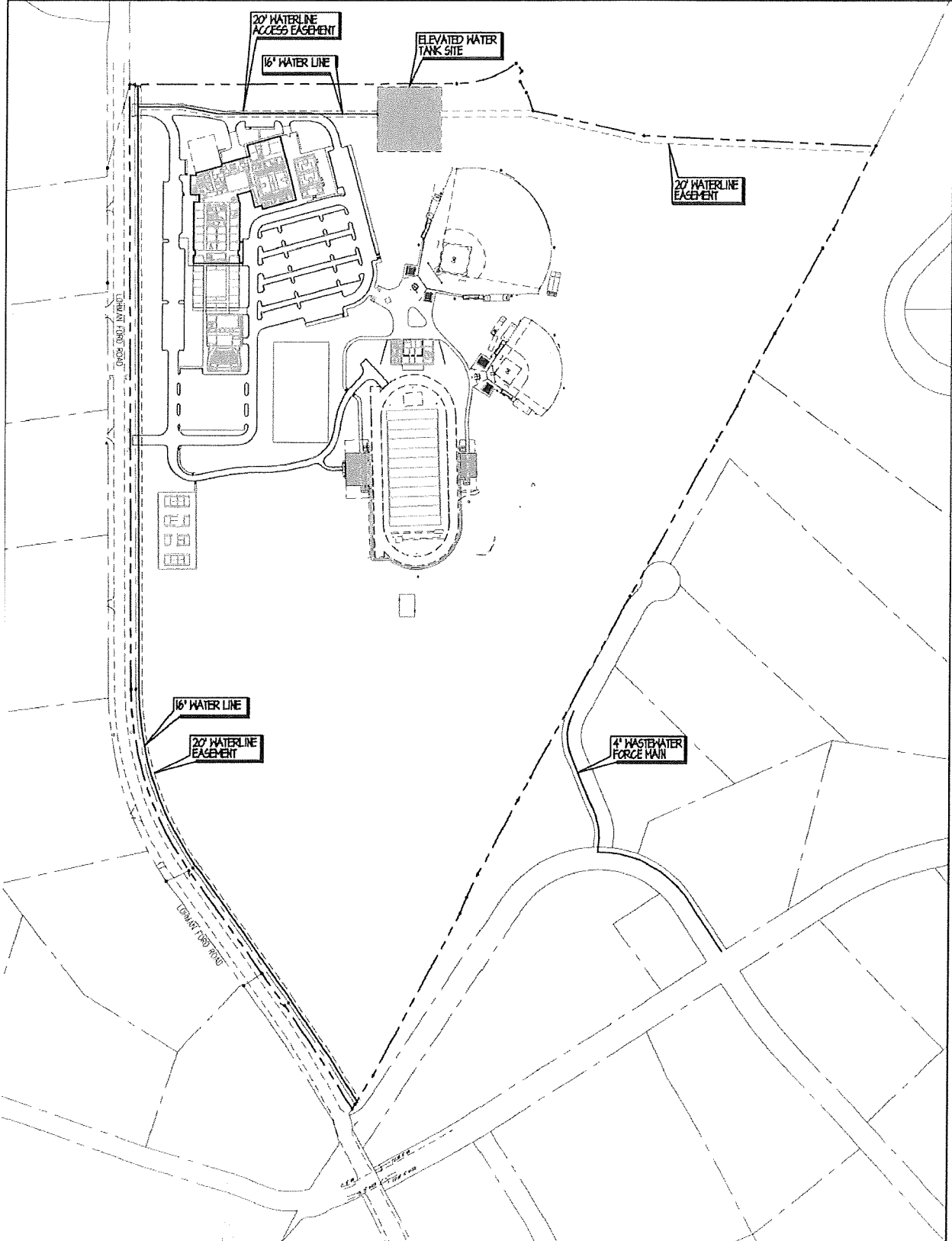


Exhibit "B"

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 "Restated and Amended 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 "Restated and Amended 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]

Lago Vista ISD				
Budget Amendments			5/20/2013	
2012-2013				
AMENDMENT #4				
Fund 199				New
Account Code	Description	Budget	Amendment	Balance
199-11-6399-00-001-311-000	HS Supplies	\$ 17,700.00	\$ (8,000.00)	\$ 9,700.00
199-13-6499-00-001-399-000	HS Staff Development	\$ 2,250.00	\$ 8,000.00	\$ 10,250.00
199-13-6499-00-999-323-000	Staff Development - Special Ed	\$ 8,000.00	\$ (6,000.00)	\$ 2,000.00
199-11-6219-00-101-323-000	Contracted Services Special Ed	\$ 80,076.00	\$ 2,500.00	\$ 82,576.00
199-31-6219-00-999-323-000	Testing Services Special Ed	\$ 7,500.00	\$ 3,500.00	\$ 11,000.00
Explanation				
HS Staff Development - send teachers to AP Training, Forensic Science Training				
Special Education - reroute money to contracted services				

Lago Vista ISD				
Budget Amendments			5/20/2013	
2012-2013				
AMENDMENT #3				
Fund 199				New
Account Code	Description	Budget	Amendment	Balance
199-00-5711-00-000-300-000	Taxes M & O	\$ 11,524,908.00	\$ 1,025,092.00	\$ 12,550,000.00
199-00-5712-00-000-300-000	Taxes Prior Years	\$ 185,000.00	\$ 65,000.00	\$ 250,000.00
199-00-5719-00-000-300-000	Taxes Penalty and Interest	\$ 110,000.00	\$ 40,000.00	\$ 150,000.00
199-00-5811-00-000-300-000	Per Capita	\$ 525,577.00	\$ (14,954.00)	\$ 510,623.00
199-00-5812-00-000-300-000	Foundation School Program Funds	\$ 2,825,270.00	\$ (1,451,035.00)	\$ 1,374,235.00
199-91-6224-00-999-990-000	Student Attendance Credits (Chap 41 Pymt)	\$ 4,756,079.00	\$ (335,897.00)	\$ 4,420,182.00
Explanation				
Increase in tax collections results in				
lower funds from the state				

Apr-13						
66.67%	12-13					
	Current Year					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 11,904,808	\$ 12,765,707	\$ (860,899)	107.23%	
58XX	STATE PROG. REVENUES	\$ 3,730,847	\$ 1,270,778	\$ 2,460,069	34.06%	
	TOTAL REVENUE	\$ 15,635,655	\$ 14,036,484	\$ 1,599,171	89.77%	
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 6,296,080	\$ 3,901,184	\$ 2,394,896	61.96%	
12	LIBRARY	\$ 168,455	\$ 97,357	\$ 71,098	57.79%	
13	STAFF DEVELOPMENT	\$ 47,560	\$ 31,573	\$ 15,987	66.38%	
21	INST. ADMINISTRATION	\$ 172,792	\$ 110,104	\$ 62,688	63.72%	
23	SCHOOL ADMINISTRATION	\$ 711,408	\$ 456,645	\$ 254,763	64.19%	
31	GUID AND COUNSELING	\$ 350,443	\$ 198,481	\$ 151,962	56.64%	
33	HEALTH SERVICES	\$ 64,593	\$ 39,665	\$ 24,928	61.41%	
34	PUPIL TRANSP - REGULAR	\$ 345,150	\$ 246,368	\$ 98,782	71.38%	
36	CO-CURRICULAR ACT	\$ 552,962	\$ 399,883	\$ 153,079	72.32%	
41	GEN ADMINISTRATION	\$ 528,900	\$ 331,533	\$ 197,367	62.68%	
51	PLANT MAINT & OPERATION	\$ 1,032,332	\$ 623,008	\$ 409,324	60.35%	
52	SECURITY	\$ 10,250	\$ 3,216	\$ 7,034	31.38%	
53	DATA PROCESSING	\$ 205,651	\$ 147,363	\$ 58,288	71.66%	
61	COMMUNITY SERVICE	\$ 3,000	\$ 2,882	\$ 118	96.07%	
71	DEBT SERVICE	\$ 155,000	\$ 154,002	\$ 998	99.36%	
81	CONSTRUCTION	\$ 145,000	\$ 88,272	\$ 56,728	60.88%	
91	STUDENT ATTENDANCE CR	\$ 4,756,079	\$ 2,119,854	\$ 2,636,225	44.57%	
99	TRAVIS COUNTY APP	\$ 90,000	\$ 61,908	\$ 28,092	68.79%	
0	Transfer Out	\$ -		\$ -		
	TOTAL EXPENDITURES	\$ 15,635,655	\$ 9,013,295	\$ 6,622,360	57.65%	

"April - 12						
66.66%	11-12					
	Current Year					Variance
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 11,873,559	\$ 12,912,779	\$ (1,039,220)	108.75%	-1.52%
58XX	STATE PROG. REVENUES	\$ 4,408,614	\$ 2,916,824	\$ 1,491,790	66.16%	-32.10%
	TOTAL REVENUE	\$ 16,282,173	\$ 15,829,603	\$ 452,570	97.22%	-7.45%
						0.00%
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 6,126,018	\$ 3,589,211	\$ 2,536,807	58.59%	3.37%
12	LIBRARY	\$ 157,113	\$ 79,017	\$ 78,096	50.29%	7.50%
13	STAFF DEVELOPMENT	\$ 26,125	\$ 15,372	\$ 10,753	58.84%	7.55%
21	INST. ADMINISTRATION	\$ 186,890	\$ 120,118	\$ 66,772	64.27%	-0.55%
23	SCHOOL ADMINISTRATION	\$ 695,521	\$ 431,548	\$ 263,973	62.05%	2.14%
31	GUID AND COUNSELING	\$ 343,692	\$ 196,756	\$ 146,936	57.25%	-0.61%
33	HEALTH SERVICES	\$ 75,156	\$ 38,370	\$ 36,786	51.05%	10.35%
34	PUPIL TRANSP - REGULAR	\$ 325,150	\$ 227,879	\$ 97,271	70.08%	1.30%
36	CO-CURRICULAR ACT	\$ 565,128	\$ 411,355	\$ 153,773	72.79%	-0.47%
41	GEN ADMINISTRATION	\$ 518,196	\$ 302,347	\$ 215,849	58.35%	4.34%
51	PLANT MAINT & OPERATION	\$ 1,079,509	\$ 642,283	\$ 437,226	59.50%	0.85%
52	SECURITY	\$ 10,000	\$ 2,530	\$ 7,470	25.30%	6.08%
53	DATA PROCESSING	\$ 243,625	\$ 141,296	\$ 102,329	58.00%	13.66%
61	COMMUNITY SERVICE	\$ 21,867	\$ 2,594	\$ 19,273	11.86%	84.20%
71	DEBT SERVICE	\$ 155,000	\$ 154,002	\$ 998	99.36%	0.00%
81	CONSTRUCTION	\$ 55,000	\$ -	\$ 55,000	0.00%	60.88%
91	STUDENT ATTENDANCE CR	\$ 5,545,000	\$ 2,302,125	\$ 3,242,875	41.52%	3.05%
99	TRAVIS COUNTY APP	\$ 90,000	\$ 56,276	\$ 33,724	62.53%	6.26%
0	Transfer Out	\$ -		\$ -		
	TOTAL EXPENDITURES	\$ 16,218,990	\$ 8,713,077	\$ 7,505,913	53.72%	3.92%

BANK STATEMENTS/INVESTMENTS													
12-13	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	
General	\$ 201,678.54	\$ 168,652.95	\$ 296,381.32	\$ 171,462.73	\$ 159,758.86	\$ 119,596.60	\$ 204,845.08	\$ 176,090.36					
Cap Proj	\$ 487.24	\$ 428,496.06	\$ 22,456.43	\$ 3,980.11	\$ -	Closed this account							
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				
Lonestar M & O	\$ 2,279,212.15	\$ 1,516,655.21	\$ 1,618,790.44	\$ 5,734,258.83	\$ 9,387,580.32	\$ 9,636,732.21	\$ 8,456,408.32	\$ 7,220,105.42					
Lonestar I&S	\$ 626,350.25	\$ 634,522.37	\$ 769,928.11	\$ 2,050,906.28	\$ 3,369,206.83	\$ 2,562,753.89	\$ 2,630,463.03	\$ 2,681,597.48					
TOTAL	\$ 6,107,728.18	\$ 5,748,326.59	\$ 5,707,556.30	\$ 10,960,607.95	\$ 15,916,546.01	\$ 15,319,082.70	\$ 14,291,716.43	\$ 13,077,793.26					
Difference	\$ (668,510.78)	\$ (359,401.59)	\$ (40,770.29)	\$ 5,253,051.65	\$ 4,955,938.06	\$ (597,463.31)	\$ (1,027,366.27)	\$ (1,213,923.17)					
INTEREST EARNED													
General	\$ 6.70	\$ 8.08	\$ 5.39	\$ 9.08	\$ 7.64	\$ 5.63	\$ 6.57	\$ 11.29					
CD'Ss SSB			\$ 3,002.74	\$ 1,504.11		\$ 1,512.33							
Lonestar M & O	\$ 487.86	\$ 398.46	\$ 285.15	\$ 554.31	\$ 1,205.69	\$ 1,360.26	\$ 1,435.91	\$ 1,211.53					
Lonestar I&S	\$ 118.30	\$ 120.18	\$ 119.86	\$ 218.24	\$ 428.61	\$ 408.71	\$ 406.91	\$ 407.91					
TOTAL INTEREST	\$ 612.86	\$ 526.72	\$ 3,413.14	\$ 2,285.74	\$ 1,641.94	\$ 3,286.93	\$ 1,849.39	\$ 1,630.73					
Cumulative		\$ 1,139.58	\$ 4,552.72	\$ 6,838.46	\$ 8,480.40	\$ 11,767.33	\$ 13,616.72	\$ 15,247.45					
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	\$ 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)	
INTEREST EARNED													
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	

Monthly Tax Collection Calculations					
For the Month of April 30, 2013					
I&S Ratio	0.212121212				
M&O Ratio	0.787878788				
Date(s)	Amount Collected	M&O	Actual %	I&S	Actual %
4/1/2013	\$ 15,145.10	\$ 11,932.82	78.79%	\$ 3,212.28	21.21%
4/1/2013	\$ 11,047.55	\$ 8,704.36	78.79%	\$ 2,343.19	21.21%
4/2/2013	\$ 9,660.23	\$ 7,611.30	78.79%	\$ 2,048.93	21.21%
4/3/2013	\$ 134,344.67	\$ 105,850.17	78.79%	\$ 28,494.50	21.21%
4/4/2013	\$ 17,699.88	\$ 13,945.74	78.79%	\$ 3,754.14	21.21%
4/5/2013	\$ 2,719.12	\$ 2,142.39	78.79%	\$ 576.73	21.21%
4/8/2013	\$ 2,536.24	\$ 1,998.30	78.79%	\$ 537.94	21.21%
4/10/2013	\$ 14,161.81	\$ 11,158.09	78.79%	\$ 3,003.72	21.21%
4/11/2013	\$ 6,621.08	\$ 5,216.75	78.79%	\$ 1,404.33	21.21%
4/12/2013	\$ 195.28	\$ 153.86	78.79%	\$ 41.42	21.21%
4/15/2013	\$ 865.79	\$ 682.16	78.79%	\$ 183.63	21.21%
4/16/2013	\$ 2,913.20	\$ 2,295.31	78.79%	\$ 617.89	21.21%
4/17/2013	\$ 619.35	\$ 487.99	78.79%	\$ 131.36	21.21%
4/18/2013	\$ 4,194.97	\$ 3,305.22	78.79%	\$ 889.75	21.21%
4/19/2013	\$ 3,813.01	\$ 3,004.27	78.79%	\$ 808.74	21.21%
4/22/2013	\$ 2,068.76	\$ 1,629.98	78.79%	\$ 438.78	21.21%
4/23/2013	\$ 2,443.24	\$ 1,925.03	78.79%	\$ 518.21	21.21%
4/24/2013	\$ 3,684.64	\$ 2,903.13	78.79%	\$ 781.51	21.21%
4/25/2013	\$ 27,934.48	\$ 22,009.58	78.79%	\$ 5,924.90	21.21%
4/26/2013	\$ 1,430.27	\$ 1,126.91	78.79%	\$ 303.36	21.21%
4/29/2013	\$ 10,999.21	\$ 8,666.28	78.79%	\$ 2,332.93	21.21%
4/30/2013	\$ 814.92	\$ 642.08	78.79%	\$ 172.84	21.21%
Totals	\$ 275,912.80	\$ 217,391.72	78.79%	\$ 58,521.08	21.21%
	5711	5712	5719		
	Current Year	Prior Year	Pen & Int	Totals	
I&S	47,750.19	2,917.31	4,875.74	55,543.24	move \$2977.84 from I & S to M & O
M&O	177,357.84	21,671.41	21,340.31	220,369.56	to correct collections prior year to current year
Totals	\$ 225,108.03	\$ 24,588.72	\$ 26,216.05	\$ 275,912.80	
Total M&O	\$ 199,029.25				
Total I&S	\$ 50,667.50				
(less P&I)					
Yearly M&O	\$ 12,408,126.42				
Yearly I&S	\$ 3,316,043.10				
(less P&I)					
Total	\$ 15,724,169.52				