

Marble Falls ISD
has an unyielding commitment
to love every child and inspire
them to achieve their fullest
potential.



**Marble Falls ISD
Regular Meeting**

**Monday, November 13, 2017
6:00 PM**

**AGENDA OF REGULAR MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, NOVEMBER 13, 2017 – 6:00 PM
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on November 13, 2017, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 6:00 PM, at the Marble Falls ISD Central Office Community Room, 1800 Colt Circle, Marble Falls, TX 78654.

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

1. Call to Order
Presenter: Kevin Naumann, President
2. Roll Call
Presenter: Kevin Naumann, President
3. Invocation
Presenter: Lee Ann Johnson
4. Pledge to the Flags
Presenter: Kevin Virdell
5. Vision Statement
Presenter: Kevin Naumann
6. Special Recognitions
 - A. Superintendent's Award- Marble Falls Elementary
Presenter: Mike Haley
 - B. Cross Country State Qualifier - Ambrie Lizcano
Presenter: Anthony Torns
 - C. Living the Vision Award - Special Services
Presenter: Dr. Susan Maughan
7. Citizen Comments
8. Information Items
 - A. General Fund Summary 4
 - B. Expenditure Report 7
 - C. Investments Procedures Manual 24
9. Presentation/Discussion Items and Possible Action
 - A. Audit Report
Presenter: Kay Kizziar
 - B. Update and Partnerships with Texas Tech University Regional Teaching Site at Highland Lakes 37
Presenter: Dr. Kelly Fox, Director, Lance Pickle, Admissions Counselor & Angie Cowart, Site Coordinator
 - C. E3 38
Presenter: Dr. Wes Cunningham
 - D. STEAM 68

Presenter: Dr. Wes Cunningham	
E. iPad Refresh Plan Presenter: Nathan Fink/ Jeff Gasaway	81
F. Prevailing Wages Presenter: Jeff Gasaway	97
G. Burnet Central Appraisal District- Official Ballot and Resolution Presenter: Jeff Gasaway	107
H. Purchase of Maintenance Vehicles Presenter: Jeff Gasaway	111
10. Consider and Possible Approval of Action	
A. Consent	
1. Minutes from Special Board Meeting- Team of 8 Training held on October 12, 2017	122
2. Minutes from Regular Board Meeting held on October 16, 2017	123
3. Budget Amendments	127
4. Out of State Travel Request- Marble Falls High School Band	132
5. Resolutions Providing for the Sale of Property Acquired by Burnet Central Appraisal District at Delinquent Tax Sale - 9 Bids	136
B. Long Term Facilities Master Plan	166
C. Maintenance Project- MFISD Transportation Fueling Station- Phase 2	230
11. Upcoming Meetings and Board Training Opportunities	
A. Monday, December 18, 2017 - Regular Board Meeting	
B. Monday, January 15, 2018 - Regular Board Meeting	
C. Monday, February 19, 2018 - Regular Board Meeting	
12. Executive Session	
A. Discussion of Professional Personnel (TX Govt. Code 551.074)	
B. Discussion of Real Property (TX Govt. Code 551.072)	
13. Reconvene from Executive Session	
14. Discussion and Possible Approval of Action Arising from Executive Session	
A. Possible Approval of Professional Personnel	
15. 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 or Texas Government Code section 418.183(f). 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. [See BEC(LEGAL)]

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

Dr. Chris Allen, Superintendent of Schools

Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of October 31, 2017

42% Of Fiscal Year	CURRENT YEAR YTD				CURRENT MONTH			
	BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET	
REVENUES								
5710 LOCAL TAX REVENUES	\$ 37,443,139	\$ 522,138	\$ 36,921,001	1.39%	\$ 37,443,139	\$ 123,084	0.33%	
57XX OTHER LOCAL REVENUES	\$ 480,180	\$ 189,880	\$ 290,300	39.54%	\$ 480,180	\$ 57,932	12.06%	
58XX STATE PROG. REVENUES	\$ 4,326,012	\$ 2,428,739	\$ 1,897,273	56.14%	\$ 4,326,012	\$ 450,284	10.41%	
5900 FEDERAL REVENUE	\$ 890,000	\$ 52,059	\$ 837,942	5.85%	\$ 890,000	\$ 19,792	2.22%	
From Fund Balance	\$ 786,772		\$ 786,772	\$ -	\$ 786,772		\$ -	
TOTAL REVENUE	\$ 43,926,103	\$ 3,192,816	\$ 40,733,287	7.27%	\$ 43,926,103	\$ 651,092	1.48%	
EXPENDITURES								
11 INSTRUCTION	\$ 20,893,236	\$ 3,847,985	\$ 17,045,251	18.42%	\$ 20,893,236	\$ 263,850	1.26%	
12 LIBRARY	\$ 454,929	\$ 84,935	\$ 369,995	18.67%	\$ 454,929	\$ 41,085	9.03%	
13 STAFF DEVELOPMENT	\$ 346,376	\$ 167,187	\$ 179,189	48.27%	\$ 346,376	\$ 35,415	10.22%	
21 INST ADMINISTRATION	\$ 1,024,264	\$ 294,542	\$ 729,722	28.76%	\$ 1,024,264	\$ 74,747	7.30%	
23 SCHOOL ADMINISTRATION	\$ 2,143,390	\$ 569,948	\$ 1,573,442	26.59%	\$ 2,143,390	\$ 170,665	7.96%	
31 GUID AND COUNSELING	\$ 1,162,639	\$ 260,445	\$ 902,194	22.40%	\$ 1,162,639	\$ 92,280	7.94%	
32 SOCIAL WORK SERVICES	\$ 62,872	\$ 16,561	\$ 46,311	26.34%	\$ 62,872	\$ 3,922	6.24%	
33 HEALTH SERVICES	\$ 390,340	\$ 69,266	\$ 321,073	17.75%	\$ 390,340	\$ 30,794	7.89%	
34 PUPIL TRANSP - REGULAR	\$ 2,013,409	\$ 503,829	\$ 1,509,580	25.02%	\$ 2,013,409	\$ 113,887	5.66%	
36 CO-CURRICULAR ACT	\$ 1,612,405	\$ 323,407	\$ 1,288,997	20.06%	\$ 1,612,405	\$ 134,294	8.33%	
41 GEN ADMINISTRATION	\$ 1,422,680	\$ 512,195	\$ 910,486	36.00%	\$ 1,422,680	\$ 124,299	8.74%	
51 PLANT MAINT & OPERATION	\$ 4,838,038	\$ 1,633,075	\$ 3,204,963	33.75%	\$ 4,838,038	\$ 402,103	8.31%	
52 SECURITY & MONITORING	\$ 130,778	\$ 21,746	\$ 109,032	16.63%	\$ 130,778	\$ 5,834	4.46%	
53 DATA PROCESSING	\$ 1,991,727	\$ 1,249,442	\$ 742,285	62.73%	\$ 1,991,727	\$ 297,035	14.91%	
61 COMMUNITY SERVICES	\$ 57,511	\$ 6,276	\$ 51,234	10.91%	\$ 57,511	\$ 4,488	7.80%	
81 FACILITIES ACQ & CONST	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
91 STUDENT ATTENDANCE CR	\$ 4,683,711	\$ -	\$ 4,683,711	0.00%	\$ 4,683,711	\$ -	0.00%	
99 PURCHASES & CONT SRVS	\$ 697,800	\$ 159,341	\$ 538,459	22.83%	\$ 697,800	\$ 151,311	21.68%	
TOTAL EXPENDITURES	\$ 43,926,103	\$ 9,720,179	\$ 34,205,923	22.13%	\$ 43,926,103	\$ 1,946,010	4.43%	
7000 Other Sources	\$ 419,160	\$ -			\$ -			
8000 Other Uses	\$ 139,720	\$ 139,720			\$ -			
	Budget	Actual			Month Actual			
1200 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (786,772)	\$ (6,667,084)		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (1,294,918)			
3000 BEG FUND BAL 07/01/17	\$ 13,986,876	Estimated						
BUDGETED FUND BALANCE	\$ (786,772)							
3000 END FUND BAL 08/31/18	\$ 13,200,104	Unaudited						

Marble Falls ISD
Statement of Revenues and Expenditures - Food Service
As of October 31, 2017

42% Of Fiscal Year		CURRENT YEAR YTD				CURRENT MONTH		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET
REVENUES								
57XX	LOCAL TAX REVENUES	\$ 695,140	\$ 171,614	\$ 523,526	24.69%	\$ 695,140	\$ 70,091	10.08%
58XX	STATE PROG. REVENUES	\$ 11,621	\$ 141	\$ 11,480	1.22%	\$ 11,621	\$ -	0.00%
59xx	FEDERAL REVENUE	\$ 1,815,468	\$ 77,042	\$ 1,738,426	4.24%	\$ 1,815,468	\$ 34,786	1.92%
	TOTAL REVENUE	\$ 2,522,229	\$ 248,798	\$ 2,273,431	9.86%	\$ 2,522,229	\$ 104,877	4.16%
EXPENDITURES								
61	PAYROLL COST	\$ 942,819	\$ 310,571	\$ 632,248	32.94%	\$ 942,819	\$ 81,421	8.64%
62	PURCHASE & CONTRACTED	\$ 99,619	\$ 36,714	\$ 62,905	36.85%	\$ 99,619	\$ 5,980	6.00%
63	SUPPLIES AND MATERIALS	\$ 1,393,160	\$ 269,586	\$ 1,123,574	19.35%	\$ 1,393,160	\$ 109,482	7.86%
64	OTHER OPERATING EXP	\$ 16,438	\$ 2,117	\$ 14,321	12.88%	\$ 16,438	\$ 789	4.80%
66	CPTL OUTLAY	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	TOTAL EXPENDITURES	\$ 2,452,036	\$ 618,989	\$ 1,833,047	25.24%	\$ 2,452,036	\$ 197,672	8.06%
7000	Other Sources		\$ -				\$ -	
8000	Other Uses		\$ -				\$ -	
		Budget	Actual				Month Actual	
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 70,193	\$ (370,191)	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES			\$ (92,794)	
3000	BEG FUND BAL 07/01/17	\$ 622,897	Estimated					
3000	END FUND BAL 08/31/18	\$ 693,090	Unaudited					

Marble Falls ISD
Statement of Revenues and Expenditures - Debt Service
As of October 31, 2017

42% Of Fiscal Year		CURRENT YEAR YTD				CURRENT MONTH			
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET	
REVENUES									
57XX	LOCAL TAX REVENUES	\$ 7,948,326	\$ 97,762	\$ 7,850,564	1.23%	\$ 7,948,326	\$ 25,307	0.32%	
58XX	STATE PROG. REVENUES	\$ 108,975	\$ -	\$ 108,975	0.00%	\$ 108,975	\$ -	0.00%	
59xx	FEDERAL REVENUE	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
	TOTAL REVENUE	\$ 8,057,301	\$ 97,762	\$ 7,959,539	1.21%	\$ 8,057,301	\$ 25,307	0.31%	
EXPENDITURES									
65	DEBT SERVICE	\$ 6,737,558	\$ 5,227,417	\$ 1,510,141	77.59%	\$ 6,737,558	\$ -	0.00%	
	TOTAL EXPENDITURES	\$ 6,737,558	\$ 5,227,417	\$ 1,510,141	77.59%	\$ 6,737,558	\$ -	0.00%	
7000	Other Sources		\$ -			\$ -	\$ -		
8000	Other Uses		\$ -			\$ -	\$ -		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (5,129,655)		0		\$ 25,307			
3000	BEG FUND BAL 07/01/17	\$ 7,339,350	Estimated						
3000	END FUND BAL 08/31/18	\$ 2,209,695	Unaudited						

Marble Falls Independent School District

Financial Report

November 13th, 2017

Check Payment Fund Summary

Expenditure to Budget Report

Check Payment Fund Summary

For Bills Paid

October 1 – October 31st, 2017

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
180	COMPUTER REPAIR FUND	0.00	26.00	19,740.22	19,766.22
199	GENERAL FUND	14,371.14	214.00	704,839.35	719,424.49
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	31,928.30	31,928.30
224	IDEA PART B FORMULA	0.00	0.00	568.82	568.82
240	FOOD SERVICE	0.00	0.00	111,083.73	111,083.73
244	VOC. ED.-BASIC GRANT	0.00	0.00	6,603.69	6,603.69
255	TITLE II PART A TCHR & PRINCPL	0.00	0.00	800.00	800.00
263	TITLE III - BILINGUAL	0.00	0.00	11,708.60	11,708.60
270	TITLE VI, PART B	0.00	0.00	630.00	630.00
352	21st CENTURY COMM LEARNING CEN	0.00	0.00	74,767.21	74,767.21
410	INSTRUCTIONAL MATERIALS ALLOTM	0.00	0.00	10,455.17	10,455.17
622	CPF - CATE	0.00	0.00	895.35	895.35
636	CPF - BAND	0.00	0.00	38,600.00	38,600.00
***	Fund Summary Totals ***	14,371.14	240.00	1,012,620.44	1,027,231.58

***** End of report *****

Expenditure to Budget Report

November 13th, 2017

General Operating Fund

Food Service Fund

Capital Projects

MARBLE FALLS ISD
COMPARISON OF REVENUE TO BUDGET (Date: 10/2017)

Obj	Obj	2017-18 ESTIMATED REVENUE	October 2017-18 MTHLY ACTIVITY	2017-18 Activity	REVENUE BALANCE	PERCENT REALIZED	2017-18 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
	571- LOCAL REAL-PROPERTY TAXES	37,443,139.00	123,083.99	522,138.05	36,921,000.95	1.39	1.39
	572- REV FM SRVCS TO LOCAL ED AG	3,315.00	0.00	0.00	3,315.00	0.00	0.00
	573- TUITION & FEES FROM PATRONS	102,000.00	10,515.00	16,745.00	85,255.00	16.42	16.42
	574- TRANS FROM WITHIN STATE	259,965.00	27,701.48	96,786.86	163,178.14	37.23	37.23
	575- ENTERPRISING ACTIVITIES	114,900.00	19,715.25	76,348.25	38,551.75	66.36	66.45
	57-- REVENUE-LOCAL & INTERMED	37,923,319.00	181,015.72	712,018.16	37,211,300.84	1.88	1.88
5800	STATE PROGRAM REVENUES						
	581- PER CAPITA-FOUNDATION REV	2,659,569.00	450,284.00	2,009,188.00	650,381.00	75.55	75.55
	582- STATE REVENUE DISTRBD BY TEA	5,000.00	0.00	0.00	5,000.00	0.00	0.00
	583- TRS ON BEHALF BENEFIT	1,661,443.00	0.00	419,551.19	1,241,891.81	25.25	25.25
	58-- STATE PROGRAM REVENUES	4,326,012.00	450,284.00	2,428,739.19	1,897,272.81	56.14	56.14
5900	FEDERAL PROGRAM REVENUES						
	591- FEDERALLY DIST REVENUES	40,000.00	0.00	0.00	40,000.00	0.00	0.00
	592-	50,000.00	0.00	0.00	50,000.00	0.00	0.00
	593- VOC ED NON FOUNDATION	800,000.00	19,792.09	52,058.50	747,941.50	7.36	6.51
	59-- FEDERAL PROGRAM REVENUES	890,000.00	19,792.09	52,058.50	837,941.50	6.62	5.85
7900	OTHER RESOURCES						
	791-	419,159.70	0.00	419,159.70	0.00	100.00	100.00
	79-- OTHER RESOURCES	419,159.70	0.00	419,159.70	0.00	100.00	100.00
	---- GENERAL FUND	43,558,490.70	651,091.81	3,611,975.55	39,946,515.15	8.31	8.29

MARBLE FALLS ISD
COMPARISON OF REVENUE TO BUDGET (Date: 10/2017)

Obj	Obj	2017-18 ESTIMATED REVENUE	October 2017-18 MTHLY ACTIVITY	2017-18 Activity	REVENUE BALANCE	PERCENT REALIZED	2017-18 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
	574- TRANS FROM WITHIN STATE	1,500.00	79.30	407.38	1,092.62	27.16	27.16
	575- ENTERPRISING ACTIVITIES	693,640.00	70,012.12	171,207.05	522,432.95	24.68	24.68
	57-- REVENUE-LOCAL & INTERMED	695,140.00	70,091.42	171,614.43	523,525.57	24.69	24.69
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRBD BY TEA	11,621.00	0.00	141.42	11,479.58	1.22	1.22
	58-- STATE PROGRAM REVENUES	11,621.00	0.00	141.42	11,479.58	1.22	1.22
5900	FEDERAL PROGRAM REVENUES						
	592-	1,815,468.00	34,786.03	77,042.00	1,738,426.00	4.24	4.24
	59-- FEDERAL PROGRAM REVENUES	1,815,468.00	34,786.03	77,042.00	1,738,426.00	4.24	4.24
	---- FOOD SERVICE	2,522,229.00	104,877.45	248,797.85	2,273,431.15	9.86	9.86

Number of Accounts: 51

***** End of report *****

		2017-18	October 2017-18	2017-18	REVENUE	2017-18
	Obj Obj	ESTIMATED REVENUE	Monthly Activity	Activity	BALANCE	YTD %
199	GENERAL FUND					
	5--- REVENUE	43,139,331.00	651,091.81	3,192,815.85	39,946,515.15	7.40
	7--- OTHER RESOURCES	419,159.70	0.00	419,159.70	0.00	100.00
	---- GENERAL FUND	43,558,490.70	651,091.81	3,611,975.55	39,946,515.15	8.29
240	FOOD SERVICE					
	5--- REVENUE	2,522,229.00	104,877.45	248,797.85	2,273,431.15	9.86
	---- FOOD SERVICE	2,522,229.00	104,877.45	248,797.85	2,273,431.15	9.86

Number of Accounts: 51

***** End of report *****

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
11		INSTRUCTION						
	61--	PAYROLL COSTS	20,185,477.59	0.00	3,633,061.12	1,558,976.91	16,552,416.47	18.00
	62--	PURCHASE & CONTRACTED SVS	274,798.95	94,838.63	113,114.48	41,875.74	66,845.84	41.16
	63--	SUPPLIES AND MATERIALS	387,890.47	40,390.60	99,955.78	42,457.66	247,544.09	25.77
	64--	OTHER OPERATING EXPENSES	39,851.58	374.69	1,853.27	1,256.41	37,623.62	4.65
	66--	CPTL OUTLY LAND BLDG & EQ	5,217.00	128,346.03	0.00	0.00	-123,129.03	0.00
	----	INSTRUCTION	20,893,235.59	263,949.95	3,847,984.65	1,644,566.72	16,781,300.99	18.42
12		INST. RESOURCES & MEDIA SVCS						
	61--	PAYROLL COSTS	360,978.32	0.00	67,780.01	26,592.19	293,198.31	18.78
	62--	PURCHASE & CONTRACTED SVS	38,083.00	200.00	5,829.00	5,829.00	32,054.00	15.31
	63--	SUPPLIES AND MATERIALS	49,812.00	7,022.10	8,602.72	6,836.71	34,187.18	17.27
	64--	OTHER OPERATING EXPENSES	6,056.00	300.00	2,722.97	1,826.97	3,033.03	44.96
	----	INST. RESOURCES & MEDIA S	454,929.32	7,522.10	84,934.70	41,084.87	362,472.52	18.67
13		CURRICULUM DEV & INST STFF DEV						
	61--	PAYROLL COSTS	106,678.61	0.00	79,252.29	8,146.78	27,426.32	74.29
	62--	PURCHASE & CONTRACTED SVS	90,750.00	45,725.00	29,379.20	885.20	15,645.80	32.37
	63--	SUPPLIES AND MATERIALS	78,111.60	7,872.77	51,652.62	20,108.56	18,586.21	66.13
	64--	OTHER OPERATING EXPENSES	70,835.40	17,802.79	9,448.87	6,274.10	43,583.74	13.34
	----	CURRICULUM DEV & INST STF	346,375.61	71,400.56	169,732.98	35,414.64	105,242.07	49.00
21		INSTRUCTIONAL LEADERSHIP						
	61--	PAYROLL COSTS	881,145.29	0.00	279,660.67	70,619.09	601,484.62	31.74
	62--	PURCHASE & CONTRACTED SVS	104,336.00	5,289.63	8,398.67	2,378.38	90,647.70	8.05
	63--	SUPPLIES AND MATERIALS	25,037.05	615.56	2,788.43	791.09	21,633.06	11.14
	64--	OTHER OPERATING EXPENSES	13,745.95	3,494.38	3,694.25	958.70	6,557.32	26.88
	----	INSTRUCTIONAL LEADERSHIP	1,024,264.29	9,399.57	294,542.02	74,747.26	720,322.70	28.76

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 10/2017)

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
23		SCHOOL LEADERSHIP						
	61--	PAYROLL COSTS	2,055,611.83	0.00	543,562.41	164,516.68	1,512,049.42	26.44
	62--	PURCHASE & CONTRACTED SVS	33,215.65	20,819.98	11,132.87	1,479.72	1,262.80	33.52
	63--	SUPPLIES AND MATERIALS	36,002.56	2,928.62	10,395.83	3,030.20	22,678.11	28.88
	64--	OTHER OPERATING EXPENSES	18,559.79	6,530.05	4,856.86	1,638.45	7,172.88	26.17
	----	SCHOOL LEADERSHIP	2,143,389.83	30,278.65	569,947.97	170,665.05	1,543,163.21	26.59
31		GUIDANCE & COUNSELING						
	61--	PAYROLL COSTS	1,125,777.67	0.00	252,035.39	88,856.26	873,742.28	22.39
	62--	PURCHASE & CONTRACTED SVS	8,030.00	0.00	349.31	349.31	7,680.69	4.35
	63--	SUPPLIES AND MATERIALS	18,369.00	781.20	6,692.75	2,242.03	10,895.05	36.44
	64--	OTHER OPERATING EXPENSES	10,462.00	2,889.00	1,367.36	832.30	6,205.64	13.07
	----	GUIDANCE & COUNSELING	1,162,638.67	3,670.20	260,444.81	92,279.90	898,523.66	22.40
32		SOCIAL WORK SERVICES						
	61--	PAYROLL COSTS	50,871.56	0.00	16,560.90	3,921.87	34,310.66	32.55
	62--	PURCHASE & CONTRACTED SVS	12,000.00	0.00	0.00	0.00	12,000.00	0.00
	----	SOCIAL WORK SERVICES	62,871.56	0.00	16,560.90	3,921.87	46,310.66	26.34
33		HEALTH SERVICES						
	61--	PAYROLL COSTS	378,365.53	0.00	67,240.19	30,515.20	311,125.34	17.77
	62--	PURCHASE & CONTRACTED SVS	540.00	0.00	200.00	0.00	340.00	37.04
	63--	SUPPLIES AND MATERIALS	10,399.00	919.14	1,825.87	279.23	7,653.99	17.56
	64--	OTHER OPERATING EXPENSES	1,035.00	0.00	0.00	0.00	1,035.00	0.00
	----	HEALTH SERVICES	390,339.53	919.14	69,266.06	30,794.43	320,154.33	17.75
34		PUPIL TRANSPORTATION						
	61--	PAYROLL COSTS	1,298,705.21	0.00	428,782.48	116,988.25	869,922.73	33.02
	62--	PURCHASE & CONTRACTED SVS	33,625.00	8,761.05	12,122.62	1,984.22	12,741.33	36.05
	63--	SUPPLIES AND MATERIALS	365,369.00	68,646.48	67,832.61	23,390.74	228,889.91	18.57

Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199	GENERAL FUND						
34	PUPIL TRANSPORTATION						
64--	OTHER OPERATING EXPENSES	-94,600.00	937.29	-4,908.23	-28,475.88	-90,629.06	5.19
66--	CPTL OUTLY LAND BLDG & EQ	410,310.00	410,310.00	0.00	0.00	0.00	0.00
----	PUPIL TRANSPORTATION	2,013,409.21	488,654.82	503,829.48	113,887.33	1,020,924.91	25.02
36	COCURR./EXTRACURR.ACTIVITIES						
61--	PAYROLL COSTS	985,555.97	0.00	168,856.53	64,040.85	816,699.44	17.13
62--	PURCHASE & CONTRACTED SVS	149,404.96	4,661.48	23,113.65	8,681.85	121,629.83	15.47
63--	SUPPLIES AND MATERIALS	142,524.00	19,737.82	40,742.51	20,160.55	82,043.67	28.59
64--	OTHER OPERATING EXPENSES	334,920.04	41,126.30	90,694.79	41,410.99	203,098.95	27.08
----	COCURR./EXTRACURR.ACTIVIT	1,612,404.97	65,525.60	323,407.48	134,294.24	1,223,471.89	20.06
41	GENERAL ADMINISTRATION						
61--	PAYROLL COSTS	1,119,389.33	0.00	365,369.04	83,345.91	754,020.29	32.64
62--	PURCHASE & CONTRACTED SVS	108,539.60	26,898.48	51,232.15	21,156.80	30,408.97	47.20
63--	SUPPLIES AND MATERIALS	84,312.00	7,252.47	47,248.07	10,055.57	29,811.46	56.04
64--	OTHER OPERATING EXPENSES	110,439.40	18,499.14	48,471.84	9,740.71	43,468.42	43.89
----	GENERAL ADMINISTRATION	1,422,680.33	52,650.09	512,321.10	124,298.99	857,709.14	36.01
51	PLANT MAINTENANCE & OPERATIONS						
61--	PAYROLL COSTS	2,376,010.55	0.00	804,059.95	196,284.24	1,571,950.60	33.84
62--	PURCHASE & CONTRACTED SVS	1,480,353.18	65,723.68	427,144.26	127,355.80	987,485.24	28.85
63--	SUPPLIES AND MATERIALS	481,607.00	127,919.76	193,843.93	55,754.90	159,843.31	40.25
64--	OTHER OPERATING EXPENSES	165,100.00	3,544.00	176,724.90	-114.05	-15,168.90	107.04
66--	CPTL OUTLY LAND BLDG & EQ	334,967.00	7,605.46	31,301.54	22,822.00	296,060.00	9.34
----	PLANT MAINTENANCE & OPERA	4,838,037.73	204,792.90	1,633,074.58	402,102.89	3,000,170.25	33.75

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 10/2017)

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
52		SECURITY & MONITORING SERVICES						
	61--	PAYROLL COSTS	69,777.53	0.00	20,020.11	5,577.05	49,757.42	28.69
	62--	PURCHASE & CONTRACTED SVS	56,500.00	150.00	350.00	0.00	56,000.00	0.62
	63--	SUPPLIES AND MATERIALS	4,500.00	112.00	1,501.00	257.00	2,887.00	33.36
	----	SECURITY & MONITORING SER	130,777.53	262.00	21,871.11	5,834.05	108,644.42	16.72
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	680,462.12	0.00	204,778.67	45,953.79	475,683.45	30.09
	62--	PURCHASE & CONTRACTED SVS	430,512.22	29,385.96	400,647.24	223,827.02	479.02	93.06
	63--	SUPPLIES AND MATERIALS	457,211.25	19,522.69	223,324.12	26,301.90	214,364.44	48.84
	64--	OTHER OPERATING EXPENSES	4,381.75	0.00	1,532.73	952.30	2,849.02	34.98
	66--	CPTL OUTLY LAND BLDG & EQ	419,159.70	0.00	419,159.70	0.00	0.00	100.00
	----	DATA PROCESSING SERVICES	1,991,727.04	48,908.65	1,249,442.46	297,035.01	693,375.93	62.73
61		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	37,098.52	0.00	6,177.35	4,488.16	30,921.17	16.65
	62--	PURCHASE & CONTRACTED SVS	20,000.00	0.00	0.00	0.00	20,000.00	0.00
	64--	OTHER OPERATING EXPENSES	412.00	0.00	98.90	0.00	313.10	24.00
	----	COMMUNITY SERVICES	57,510.52	0.00	6,276.25	4,488.16	51,234.27	10.91
71		DEBT SERVICES						
	65--	DEBT SERVICE	0.00	0.00	139,719.90	0.00	-139,719.90	0.00
	----	DEBT SERVICES	0.00	0.00	139,719.90	0.00	-139,719.90	0.00
91		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	4,683,711.00	0.00	0.00	-1,088,222.00	4,683,711.00	0.00
	----	INTERGOVERNMENTAL CHARGES	4,683,711.00	0.00	0.00	-1,088,222.00	4,683,711.00	0.00

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 10/2017)

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
99		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	697,800.00	0.00	159,340.56	0.00	538,459.44	22.83
	----	OTHR INTERGOVERNMENTAL CH	697,800.00	0.00	159,340.56	0.00	538,459.44	22.83
	----	GENERAL FUND	43,926,102.73	1,247,934.23	9,862,697.01	2,087,193.41	32,815,471.49	22.45

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 10/2017)

Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
240	FOOD SERVICE						
35	FOOD SERVICES						
61--	PAYROLL COSTS	942,819.00	0.00	310,570.94	81,420.74	632,248.06	32.94
62--	PURCHASE & CONTRACTED SVS	99,619.05	16,867.24	36,714.16	5,979.90	46,037.65	36.85
63--	SUPPLIES AND MATERIALS	1,388,989.95	825,489.91	269,586.28	109,482.19	293,913.76	19.41
64--	OTHER OPERATING EXPENSES	16,438.00	0.00	2,117.43	788.95	14,320.57	12.88
66--	CPTL OUTLY LAND BLDG & EQ	4,170.00	4,170.00	0.00	0.00	0.00	0.00
----	FOOD SERVICES	2,452,036.00	846,527.15	618,988.81	197,671.78	986,520.04	25.24
----	FOOD SERVICE	2,452,036.00	846,527.15	618,988.81	197,671.78	986,520.04	25.24

Number of Accounts: 2057

***** End of report *****

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	October 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
	6---	EXPENDITURES	43,926,102.73	1,247,934.23	9,862,697.01	2,087,193.41	32,815,471.49	22.45
	----	GENERAL FUND	43,926,102.73	1,247,934.23	9,862,697.01	2,087,193.41	32,815,471.49	22.45
240		FOOD SERVICE						
	6---	EXPENDITURES	2,452,036.00	846,527.15	618,988.81	197,671.78	986,520.04	25.24
	----	FOOD SERVICE	2,452,036.00	846,527.15	618,988.81	197,671.78	986,520.04	25.24

Number of Accounts: 2057

***** End of report *****

Fnd	T	Fn	Obj	Sb	Org	F	Pr	L	L2	Fnd	Obj	Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount	
622	E	11	6399	05	001	0	22	0	00	CPF - CATE	GENERAL SUPPLIES													
											HOME DEPOT CREDIT	10/05/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	8580406	10/04/17	1591	10/06/17	202.65	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/05/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	3113484	10/04/17	1591	10/06/17	76.53	
											SERVICES							HOUSE OPEN PO						
											FOXWORTH-GALBRAITH LUMBER	10/05/17	AP		JB		221800009	CONSTRUCTION TRADES TINY HOME	18452768	10/05/17	1590	10/06/17	87.43	
											CO							PROJECT OPEN PO						
											HOME DEPOT CREDIT	10/11/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	0123485	10/11/17			136.63	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/11/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	3590784	10/11/17			88.25	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/11/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	4113867	10/11/17			275.27	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/11/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	5123855	10/11/17			28.59	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	0123485	10/11/17	*10/11/17		-136.63	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	3590784	10/11/17	*10/11/17		-88.25	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	4113867	10/11/17	*10/11/17		-275.27	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	CONSTRUCTION TRADES TINY	5123855	10/11/17	*10/11/17		-28.59	
											SERVICES							HOUSE OPEN PO						
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	TINY HOUSE	3590784	10/11/17	1592	10/12/17	88.25	
											SERVICES													
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	TINY HOUSE OPEN PO	4113867	10/11/17	1592	10/12/17	275.27	
											SERVICES													
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	TINY HOUSE	0123485	10/11/17	1592	10/12/17	136.63	
											SERVICES													
											HOME DEPOT CREDIT	10/12/17	AP		JB		221800010	tiny house	5123855	10/11/17	1592	10/12/17	28.59	
											SERVICES													

October

895.35

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
221800009	2017	CONSTRUCTION TRADES TINY HOME	FOXWORTH-GALBRAITH L	08/28/2017	7,248.86	7,248.86	87.43	0.00	7,161.43	O
221800010	2017	CONSTRUCTION TRADES TINY HOUSE	THE HOME DEPOT	08/28/2017	5,358.31	5,358.31	926.22	0.00	4,432.09	O
221800011	2017	CONSTRUCTION TRADES TINY HOME	AMAZON.COM	08/28/2017	5,611.00	5,611.00	0.00	0.00	5,611.00	O
				*Total	18,218.17	18,218.17	1,013.65	0.00	17,204.52	
				*622 E 11 6399 05 001 0 22 0 00					895.35	
				*Accounts Payable					895.35	

* The Year column displays the first year of the fiscal year pair (2017 for 2017-2018).

Fnd	T	Fn	Obj	Sb	Org	F	Pr	L	L2	Fnd	Obj									
Date	Src	Sub	Batch	Vendor Name/Ref			PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount							
622	E	11	63--	--	---	---	---	---	---	---	CPF - CATE									
622	E	11	----	----	----	----	----	----	----	----	CPF - CATE									
622	-	--	----	----	----	----	----	----	----	----	CPF - CATE									

636	E	36	6619	00	001	0	91	0	00	CPF - BAND	LAND PURCHASE & IMPROVEMENTS									
			10/11/17	AP	JB	TEXAS MULTI-CHEM LTD	6001800009	BASEBALL FIELD RENOVATION	6833	10/10/17	1593	10/12/17	33,550.00							
			10/25/17	AP	JB	TEXAS MULTI-CHEM LTD	6001800009	BASEBALL FIELD RENOVATION	6899	10/25/17	1594	10/27/17	5,050.00							

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001800009	2017	BASEBALL FIELD RENOVATION	TEXAS MULTI-CHEM LTD	08/28/2017	278,000.00	278,000.00	38,600.00	0.00	239,400.00	O
		*Total			278,000.00	278,000.00	38,600.00	0.00	239,400.00	
		*636 E 36 6619 00 001 0 91 0 00							38,600.00	
		*Accounts Payable							38,600.00	

636	E	36	66--	--	---	---	---	---	---	---	CPF - BAND								
636	E	36	----	----	----	----	----	----	----	----	CPF - BAND								
636	-	--	----	----	----	----	----	----	----	----	CPF - BAND								

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001800012	2017	MT - BUS BARN RELOCATION RFP N	THE HIGHLANDER	09/07/2017	165.00	165.00	0.00	0.00	165.00	O
6001800015	2017	MT - BUS BARN RELOCATION RFP N	THE HIGHLANDER	10/03/2017	165.00	165.00	0.00	0.00	165.00	O
		*Total			330.00	330.00	0.00	0.00	330.00	
		*651 E 51 6299 42 934 0 99 0 00							0.00	

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001800000	2017	WO#4287-HS LIB. COURTYARD-LAND	FERGUSON ENTERPRISES	08/10/2017	1,500.00	1,500.00	1,056.41	0.00	443.59	O
6001800001	2017	WO#4287-HS LIB. COURTYARD-LAND	LOWE'S OF MARBLE FAL	08/10/2017	500.00	500.00	40.30	0.00	459.70	O
6001800002	2017	WO#4287-HS LIB.COURTYARD-LANDS	FORD & CREW HOME AND	08/10/2017	200.00	200.00	83.94	0.00	116.06	O
9511800142	2017	WO#4287-HS COURTYARD EDGING	LOWE'S OF MARBLE FAL	08/11/2017	443.15	443.15	309.51	0.00	133.64	O
		*Total			2,643.15	2,643.15	1,490.16	0.00	1,152.99	
		*651 E 51 6299 62 001 0 99 0 00							0.00	

651	E	51	62--	--	---	---	---	---	---	---	CPF - MAINTENANCE								
651	E	51	----	----	----	----	----	----	----	----	CPF - MAINTENANCE								

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001800014	2017	MT - TRANSPORTATION SITE RELOC	EXCELL FUELING SYSTE	09/22/2017	372,307.76	372,307.76	0.00	0.00	372,307.76	O
6001800016	2017	MT - TRANSPORTATION SITE RELOC	CITY OF MARBLE FALLS	10/17/2017	350.00	350.00	0.00	0.00	350.00	O

* The Year column displays the first year of the fiscal year pair (2017 for 2017-2018).

Fnd T Fn Obj Sb Org F Pr L L2 Fnd _____ Obj _____

651 E 81 6629 42 934 0 99 0 00 (continued)

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts	
		*Total			372,657.76	372,657.76	0.00		0.00	372,657.76	
		*651 E 81 6629 42 934 0 99 0 00									0.00

651 E 81 66-- -- -- -- -- CPF - MAINTENANCE

651 E 81 ---- -- -- -- -- CPF - MAINTENANCE

651 - -- ---- -- -- -- -- CPF - MAINTENANCE

Total for Accounts Payable 39,495.35
Grand Total 39,495.35

Number of Accounts: 5

** The report displays only accounts with activity in the date range selected.

***** End of report *****

Administrative Regulation to Accompany CDA (Local) Other Revenues: Investments

I. Alignment with Board Policy CDA (Local)

According to CDA (Local) of the Marble Falls Independent School District that after allowing for the anticipated cash flow requirements of the Entity, the banking cost to service the district, and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with state laws and statutes which govern the investment of public funds, including but not by way of limitation, the Public Funds Investment Act, Chapter 2256, Government Code.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to Entity funds. The Entity's investment portfolio shall be designed and managed in a manner designed to maximize the net banking revenue, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * **Safety** and preservation of principal
- * Maintenance of sufficient **liquidity** to meet operating needs
- * **Public trust** from prudent investment activities
- * Optimization of **interest earnings** on the portfolio

II. PURPOSE

The purpose of these investment procedures is to provide day to day guidance in compliance with State of Texas Education Law, policy of the Texas Education Agency and Chapter 2256 of the Government Code ("Public Funds Investment Act"), which requires each Entity to adopt a written investment procedures regarding the investment of its funds and funds under its control. The Investment Procedure addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the Entity's funds.

III. SCOPE

This Investment Regulation shall govern the investment of all financial assets of the Entity. These funds are accounted for in the Entity's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the Entity, unless specifically exempted from CDA (Local) Policy by the Board of Trustees (Board) or by law.

The Entity will consolidate cash balances from all funds where practical to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Procedure shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this procedure does not apply to the assets administered for the benefit of the Entity by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The Entity shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, public trust, and yield.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The Entity shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety [PFIA 2256.005(b)(2)]

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk and Concentration of Credit Risk – The Entity will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:

- Limiting investments to the safest types of investments
 - Pre-qualifying the financial institutions and broker/dealers with which the Entity will do business
 - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
- Interest Rate Risk – the Entity will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates by limiting the maximum weighted average maturity of the investment portfolio to 365 days. The Entity will, in addition,:
- Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - Invest operating funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - Diversify maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity [PFIA 2256.005(b)(2)]

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity. In addition, a portion of the portfolio can consist of securities with active secondary or resale markets.

Public Trust

All participants in the Entity's investment process shall seek to act prudently as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the Entity's ability to govern effectively.

Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. RESPONSIBILITY AND CONTROL

Delegation of Authority [PFIA 2256.005(f)]

In accordance with Marble Falls Independent School District Board Policy CDA (Local) and the Public Funds Investment Act, the Board designates the Superintendent (or designee) as the Entity's Investment Officer. An Investment Officer is authorized to execute investment transactions on behalf of the Entity. No person may engage in an investment transaction or the management of Entity funds except as provided under the terms of this Investment Policy as approved by the Board. The investment authority granted to the investing officers is effective until rescinded by the Board and the General Superintendent.

Quality and Capability of Investment Management [PFIA 2256.005(b)(3)]

The Entity shall provide periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

Training Requirement (PFIA 2256.007 – State Agencies)

In accordance with the Public Funds Investment Act, a newly appointed Investment Officer must attend a training session relating to the person's responsibilities under the Act within one year of the date the officer or board member took office or assumed duties. In addition, Investment Officers shall attend an investment training session no less often than once every two years. The training requirement begins the first day of a fiscal year and consists of two consecutive fiscal years after that and receive not less than ten hours of instruction relating to investment responsibilities. The investment training session shall be provided by an independent source approved by the Board. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the Entity may engage in an investment transaction. The Investment Officer shall deliver a report on this subchapter to the Board not later than the 180th day after the last day of each regular session of the legislature.

Training Requirement (PFIA 2256.008 – Local Governments)

In accordance with Board Policy CDA (Local) and the Public Funds Investment Act, designated Investment Officers shall attend an investment training session no less often than once every biennium and shall receive not less than 10 hours of instruction relating to

investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the Superintendent. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the Entity may engage in an investment transaction.

Internal Controls (Best Practice)

The Executive Director – Finance (or designee) is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Executive Director – Finance (or designee) shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third party custodian.

Prudence (PFIA 2256.006)

The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the Entity’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the Entity.

Indemnification (Best Practice)

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest [PFIA 2256.005(i)]

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Entity.

An Investment Officer of the Entity who has a personal business relationship with an organization seeking to sell an investment to the Entity shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission, the Superintendent and the Board.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The Entity currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments must be monitored for ratings changes and will liquidate investments with declining credit ratings in accordance with Section 2256.021 prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.

- Cash flow needs of the Entity require that the investment be liquidated.

Investments [PFIA 2256.005(b)(4)(A)]

Entity funds governed by these procedures may be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Government Code (Public Funds Investment Act). Investment of Entity funds in any instrument or security not authorized for investment under the Act is prohibited. The Entity will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of Deposit issued by a depository institution that has its main office or a branch office in Texas. The certificate of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor and secured by obligations in a manner and amount as provided by law. In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments.
3. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the Entity, held in the Entity's name, and deposited at the time the investment is made with the Entity or with a third party selected and approved by the Entity. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed. (Sweep Accounts and/or Bond Proceeds)
4. Money Market Mutual funds that: 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) seek to maintain a net asset value of \$1.00 per share, and 4) are rated AAA by at least one nationally recognized rating service.

5. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and 3) are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1.00 net asset value.
6. A securities lending program as permitted by Government Code 2256.0115.
7. Banker's acceptances as permitted by government Code 2256.012.
8. Commercial paper as permitted by Government Code 2256.013.
9. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. (*PFIA 2256.021*)

II. **Not Authorized [PFIA 2256.009(b)(1-4)]**

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

Maximum Maturities [PFIA 2256.005(b)(4)(B)]

The longer the maturity of investments, the greater their price volatility, therefore, it is the Entity's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The Entity attempts to match its investments with anticipated cash flow requirements. The Entity will not directly invest in securities maturing more than two (2) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds.

The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)]

Diversification [PFIA 2256.005(b)(3)]

The Entity recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks (example: commercial paper),
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the Entity’s total portfolio:

1. <u>U.S. Treasury Securities</u>	<u>100%</u>
2. <u>Agencies and Instrumentalities</u>	<u>85%</u>
3. <u>Certificates of Deposit</u>	<u>100%</u>
4. <u>Repurchase Agreements*</u>	<u>20%</u>
5. <u>Money Market Mutual Funds</u>	<u>50%</u>
6. <u>Pools.....</u>	<u>100%</u>

*Excluding flexible repurchase agreements for bond proceeds investments

VIII. SELECTION OF BANKS AND DEALERS

Depository (Chapter 45, Education Code)

At least every two years a Depository shall be selected or renewed through the Entity's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

Authorized Brokers/Dealers (PFIA 2256.025)

The Entity shall, at least every two years in alignment with depository contract review, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the Entity. Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. and 2) a certification stating the firm has received, read and understood the Entity's investment policy and agree to comply with the policy. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the Entity's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Entity's policy. [PFIA 2256.005(k-l)]

Competitive Bids (Best Practice)

It is the best practice and therefore the goal of the Entity to require competitive bidding for all individual security purchases and sales except for: a) transactions with money market mutual funds and local government investment pools and b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution. The Executive Director – Finance (or designee) shall develop and maintain procedures for ensuring a competition in the investment of the Entity's funds.

Delivery vs. Payment [PFIA 2256.005(b)(4)(E)]

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

IX. CUSTODIAL CREDIT RISK MANAGEMENT

Safekeeping and Custodial Agreements

The Entity shall contract with a bank or banks for the safekeeping of securities either owned by the Entity as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the Entity shall be held in the Entity's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third party custodian designated by the Entity and pledged to the Entity as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a Federal Reserve bank or branch of a Federal Reserve bank, a Federal Home Loan Bank, or a third party bank approved by the Entity.

Collateral Policy (PFCA 2257.023)

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Entity to require full collateralization of all Entity funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the Entity may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with which the Entity has a current custodial agreement. The Executive Director – Finance (or designee) is responsible for entering into collateralization agreements with third party custodians in compliance with this guideline. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Entity and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The Entity shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities
- Direct obligations of the state of Texas or its agencies and instrumentalities
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A
- A letter of credit issued to the Entity by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Executive Director – Finance (or designee) or the Entity's independent auditors.

X. PERFORMANCE

Performance Standards

The Entity's investment portfolio will be managed in accordance with the parameters specified within policy CDA (Local) and these regulations. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the Entity.

Performance Benchmark (*Best Practice*)

It is the policy of the Entity to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the Entity shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value. The Entity's portfolio shall be designed with the objective of regularly meeting or

exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the Entity's weighted average maturity in days.

XI. REPORTING (*PFIA 2256.023*)

Methods

The Investment Officer shall prepare an investment report on a quarterly basis that identifies investment returns in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner that will allow the Entity to ascertain whether investment activities during the reporting period have conformed to the Investment Procedures and CDA (Local) policy. The report will be provided to the Board. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the Entity's investment portfolio with state law and the investment strategy and policy approved by the Board.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the governing body if the entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts [*PFIA 2256.023(d)*].

Monitoring Market Value [*PFIA 2256.005(b)(4)(D)*]

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.



Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

Marble Falls ISD Board of Trustees Agenda Item Information

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

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Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

The logo features a 3D cube on the left with a yellow top face, a green front face containing the number '3', and a blue right face containing the letter 'D'. To the right of the cube, the word 'GROWTH' is written in a bold, white, sans-serif font. The letter 'W' is stylized with a green arrow pointing upwards and to the right, integrated into its structure.

3D GROWTH



Why Study Growth?

Learning = Growth



Progress Measure **and** 3D Growth

TEA Progress Measure Index 2

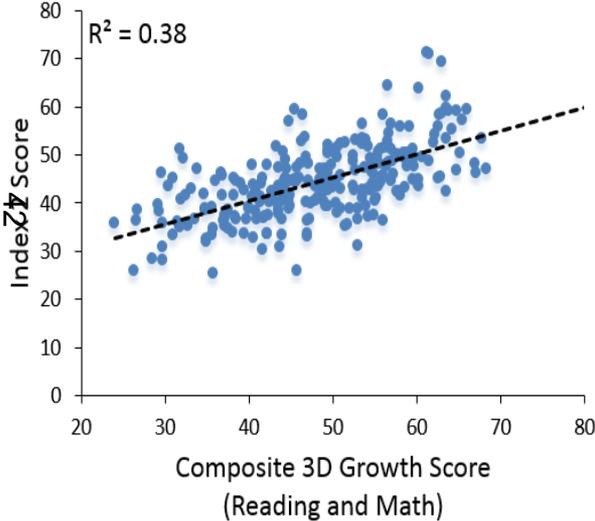
- Compares student score to student's previous score
- Cut-off score for progress

3D Growth

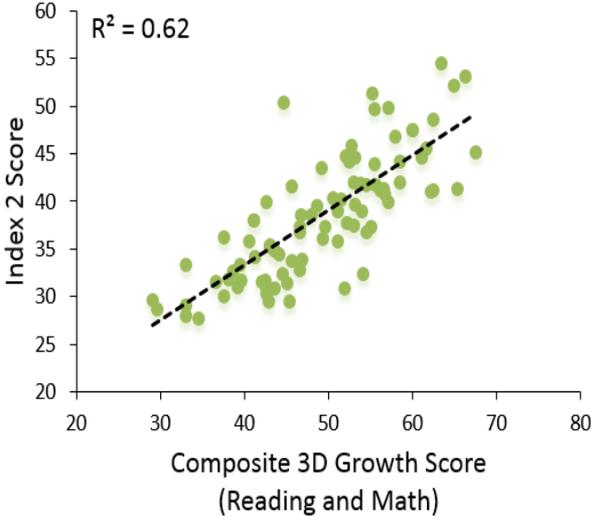
- Compares student to academic peers across the state
- Absolute growth for all students

3D Growth Strongly Correlated to Index 2 Score at All Levels

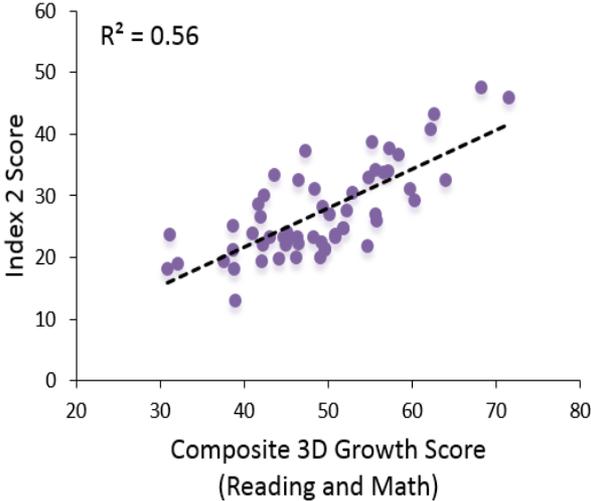
Elementary School



Middle School

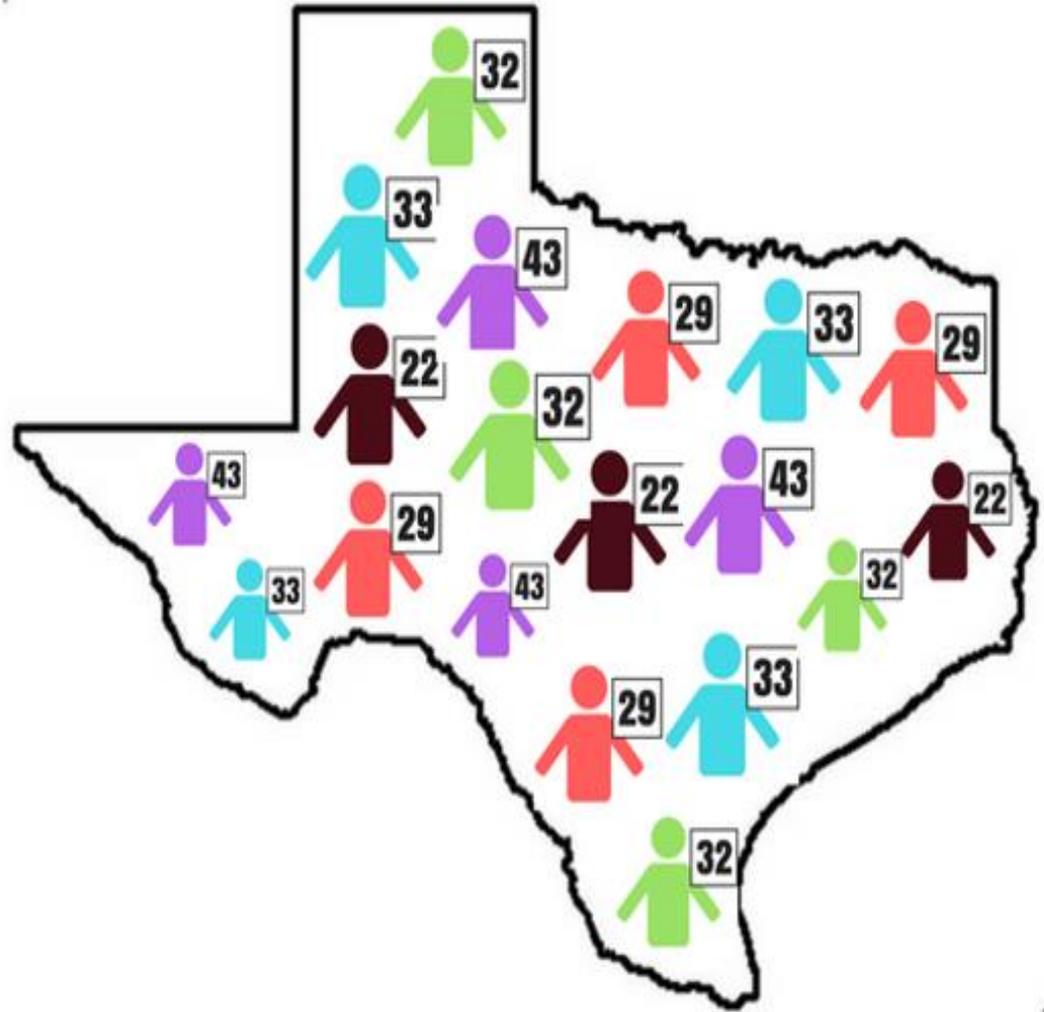


High School



Calculating 3D Growth

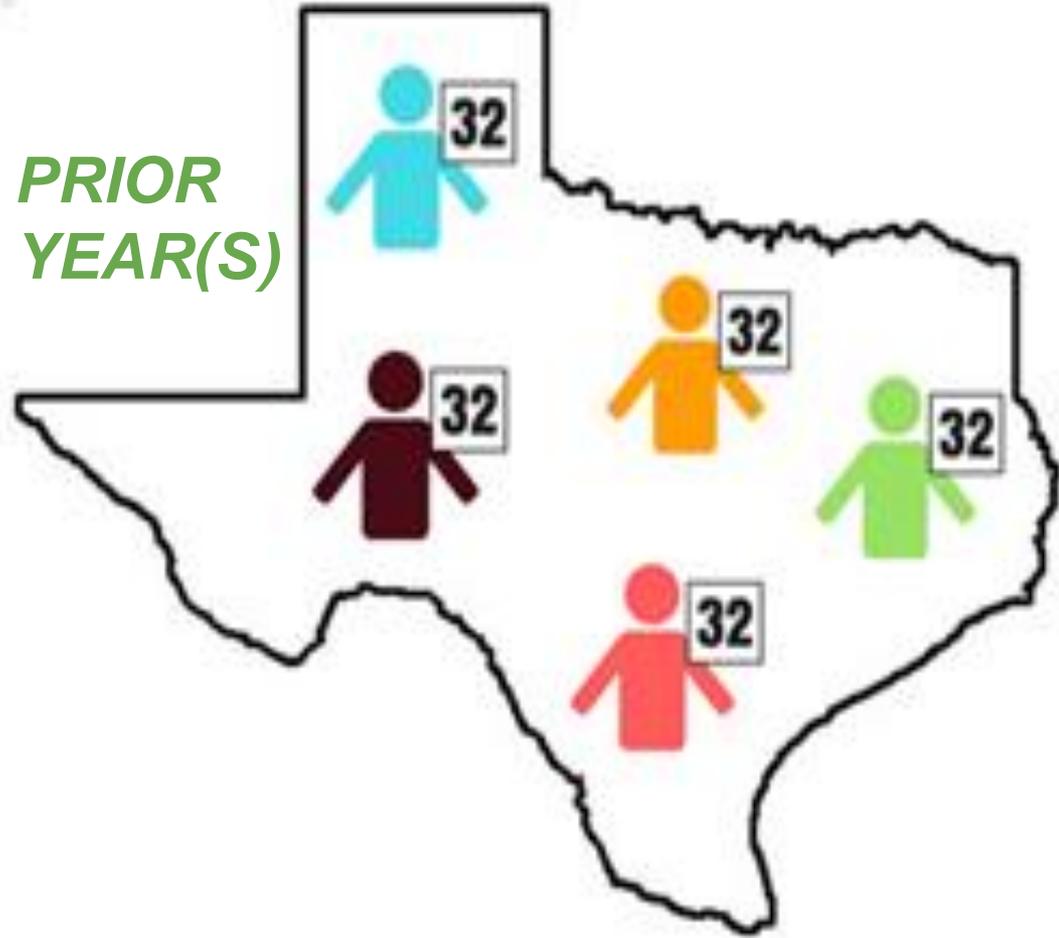
1. Look at all students in the state.



Calculating 3D Growth

2. Identify groups of students with identical raw score performance in prior years

*PRIOR
YEAR(S)*



Calculating 3D Growth

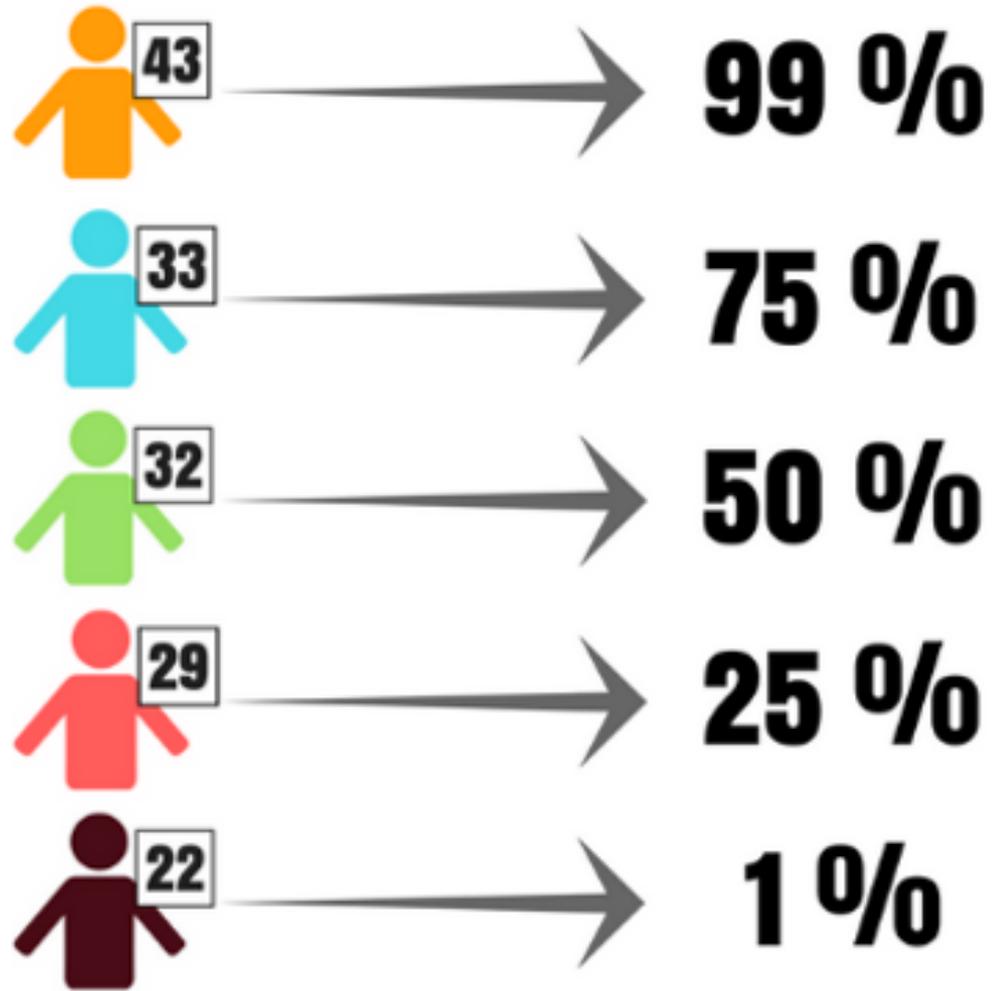
3. Rank order students from across the state in each academic peer group by **this year's** raw score

THIS YEAR



Calculating 3D Growth

4. Using this year's raw score, provide each student in the peer group a percentile ranking comparing them to their peers across the state.



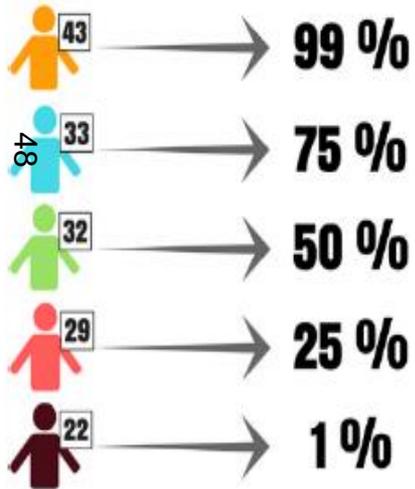
Pediatric Growth Charts



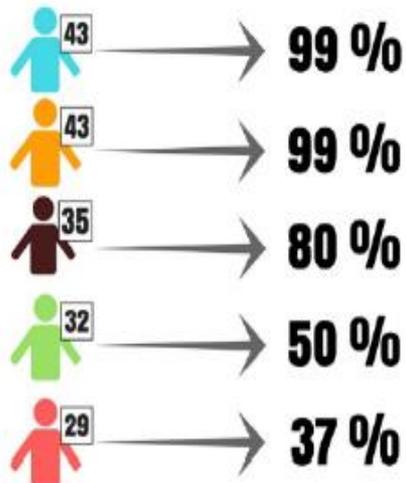
Calculating 3D Growth

5. For every statewide peer group of students who have performed the same way in the past, provide each student a percentile ranking based on this year's raw score

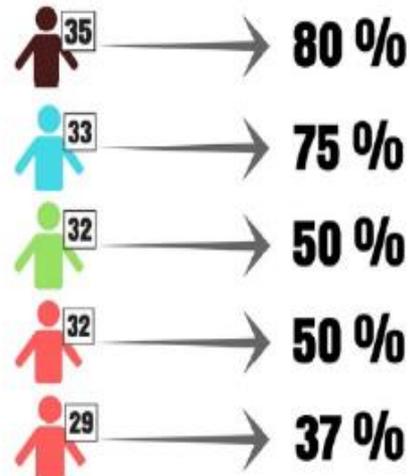
PEER GROUP 1



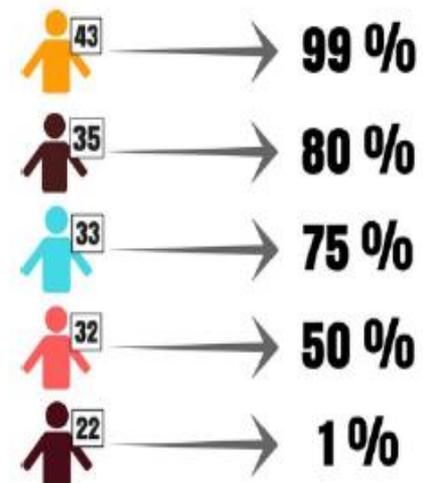
PEER GROUP 2



PEER GROUP 3



PEER GROUP 4

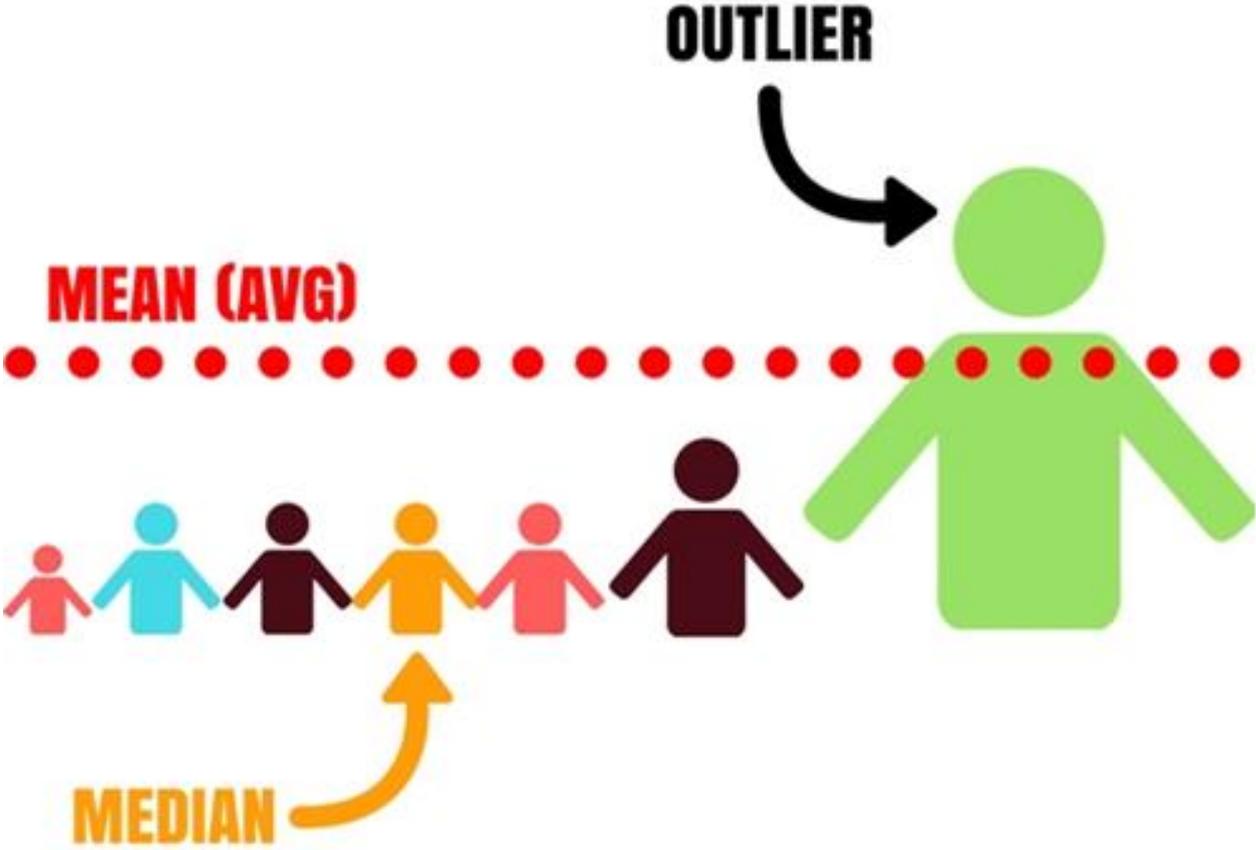


Calculating 3D Growth

6. Calculating a 3D Growth Score for an individual campus: Rank all students enrolled on a campus in order according to their growth percentile, and assign the **MEDIAN** as the growth score for the campus.

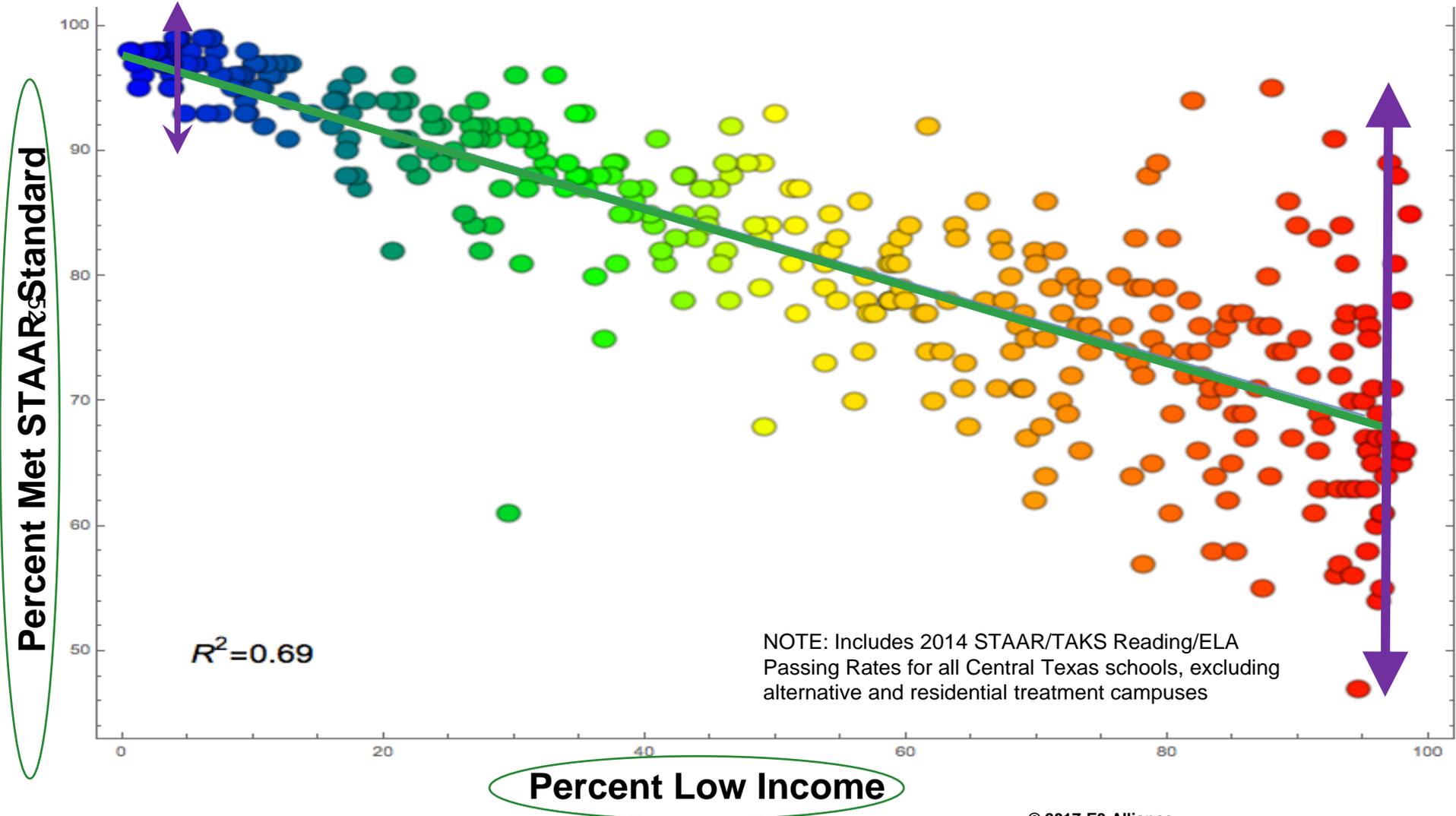


Why Median?

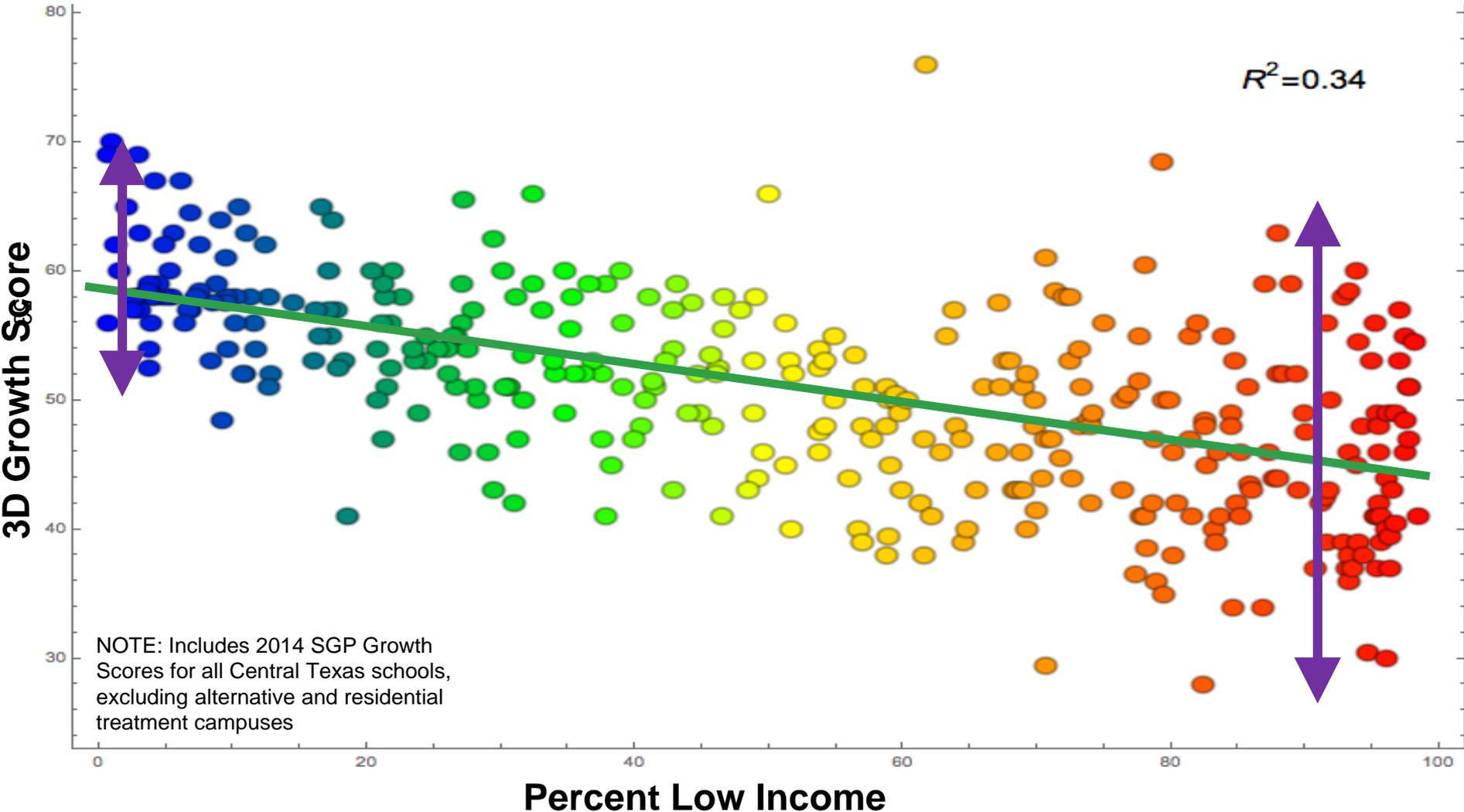




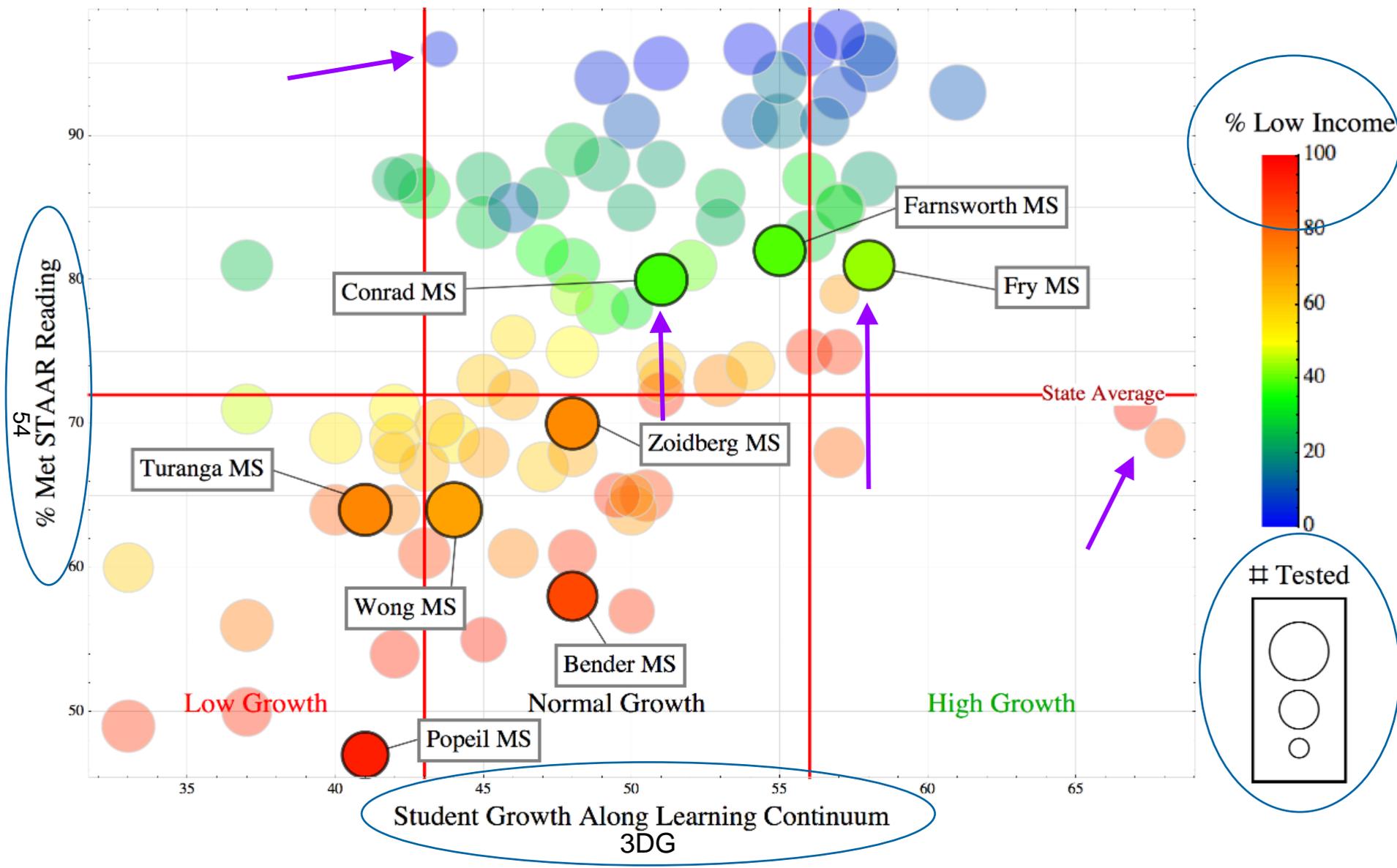
Strong Negative Relationship Between % Low Income and % Met STAAR Standard



3D Growth Scores and % Low Income: *No More Ceiling Effect*



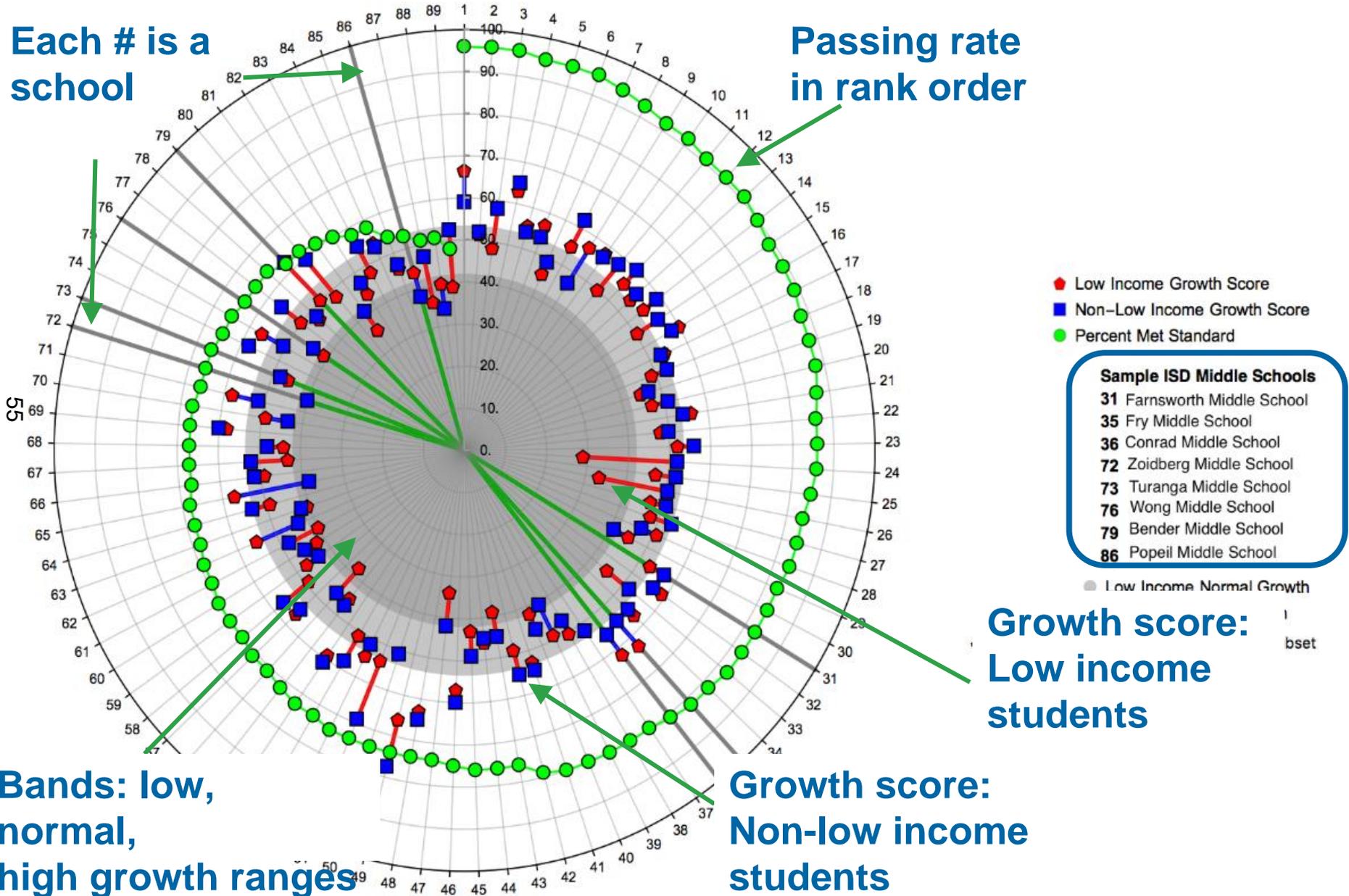
2017 3D Growth in Reading, Sample ISD, Middle Schools



Sample ISD 2017 3D Growth in Reading, By Low Income, Middle Schools

Each # is a school

Passing rate in rank order



- Low Income Growth Score
- Non-Low Income Growth Score
- Percent Met Standard

- Sample ISD Middle Schools**
- 31 Farnsworth Middle School
 - 35 Fry Middle School
 - 36 Conrad Middle School
 - 72 Zoidberg Middle School
 - 73 Turanga Middle School
 - 76 Wong Middle School
 - 79 Bender Middle School
 - 86 Popeil Middle School

Growth score:
Low income students

Growth score:
Non-low income students

Bands: low, normal, high growth ranges

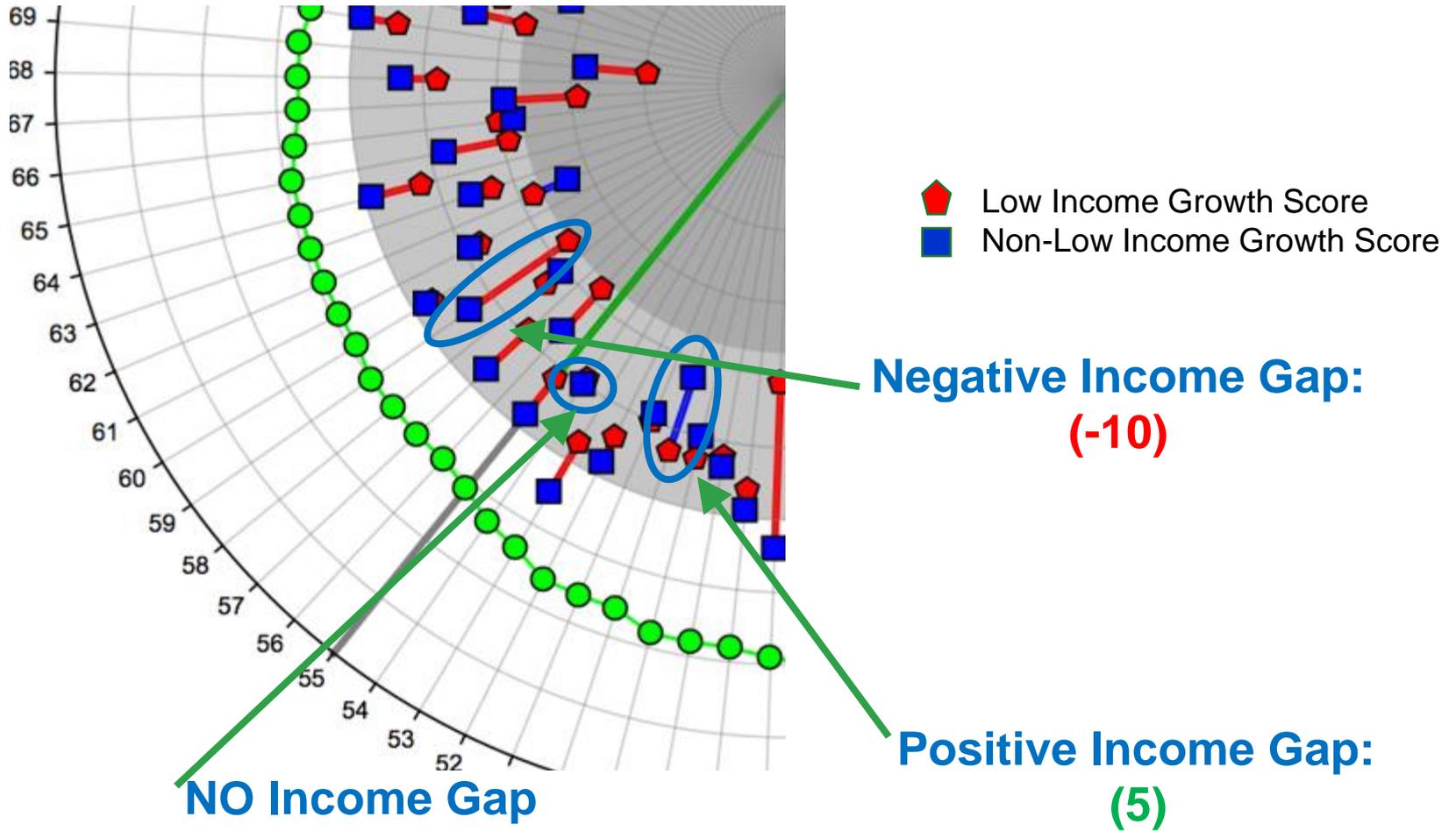
Income Gaps

- “Income Gap” looks at the difference in 3D Growth for your low income (🔺) versus non-low income (■) students
- A positive gap indicates low income students are growing at a higher rate than non-low income students, indicating gaps should be closing
- A negative gap indicate non-low income students are growing at a higher rate, indicating gaps may be getting greater

59

Sample ISD 2017 3D Growth in Reading, By Low Income, Middle Schools

57



Sample ISD 2017 3D Growth in Reading, By Low Income, Middle Schools

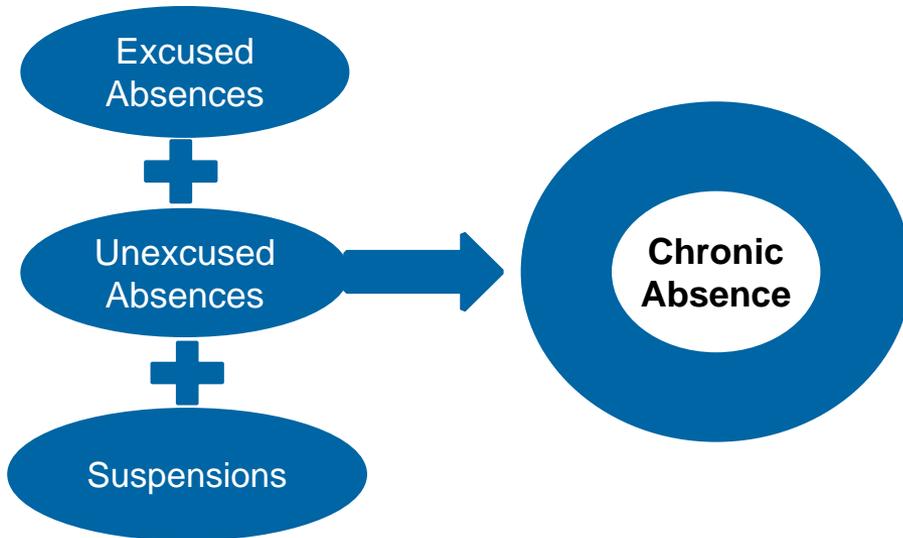
	Farnsworth Middle School				Fry Middle School				Conrad Middle School			
Academic Year Ending	2014	2015	2016	2017	2014	2015	2016	2017	2014	2015	2016	2017
3D Growth - Reading	60	66	54	47	59.5	49	55	50	57	67	63.5	54.5
3D Growth - Math	61	64	64	49	71	42	62	49	42	77	73	70.5
3D Growth Income Gap - Reading	2	-9.5	-1	-10.5	-6	0	3.5	7	11	-16.5		-22.5
3D Growth Income Gap - Math	-0.5	-6.5	-4	-6.5	5	-7	8	8	-11.5	-2		-40
Writing Passing Rate	84				80	81	93	82	99	100	99	94
Social Studies Passing Rate	95	99	97	97								
Science Passing Rate	98	98	98	96	93	81	78	86	94	98	100	93
Average Daily Attendance	95.2	95.2	95.4		96.2	96.4	96.7		97.2	97.2	96.8	
Percent Chronically Absent	9	10	9		8	6	7		2	2	4	

	Turanga Middle School				Zoidberg Middle School				Bender Middle School			
Academic Year Ending	2014	2015	2016	2017	2014	2015	2016	2017	2014	2015	2016	2017
3D Growth - Reading	60	60	57	54	66	54	62	57.5	58	56	53	55
3D Growth - Math	67	64.5	57	62	72	66	63	62	60	69	61	59
3D Growth Income Gap - Reading	-2	-11	9	3	-33	-1	-7	-7.5	-24	-6.5	-6	-17
3D Growth Income Gap - Math	1	-8	7	-7.5	13	-2.5	-22	4	-4	14.5	-23.5	-7.5
Writing Passing Rate	94	94	95	89	98	97	95	93	92	93	94	88
Social Studies Passing Rate	95	97	96	94								
Science Passing Rate	98	97	95	96	96	92	96	94	96	94	93	85
Average Daily Attendance	96.9	96.9	96.6		96.6	97	96.5		96.8	96.3	96.1	
Percent Chronically Absent	3	2	4		2	3	6		4	4	6	

	Wong Middle School				Popeil MS				Scruffy Elementary			
Academic Year Ending	2014	2015	2016	2017	2014	2015	2016	2017	2014	2015	2016	2017
3D Growth - Reading	59	57	58	57	60	65	47	53.5			67	61
3D Growth - Math	47	57	48	56	47	55	54	67			61.5	54
3D Growth Income Gap - Reading	-1	-6.5	-5	1	6	7	-4	1			6.5	10
3D Growth Income Gap - Math	-7	-13	5	-2	-5	-4	4	-1.5			-3.5	21.5
Writing Passing Rate	90	90	90	87	90	86	88	81			91	82
Social Studies Passing Rate	89	91	95	90								
Science Passing Rate	96	90	96	94	88	84	86	92			88	89
Average Daily Attendance	96.1	96.5	96.2		96.2	96.6	96.5				96.7	
Percent Chronically Absent	6	5	6		3	4	5				4	

What is Chronic Absence?

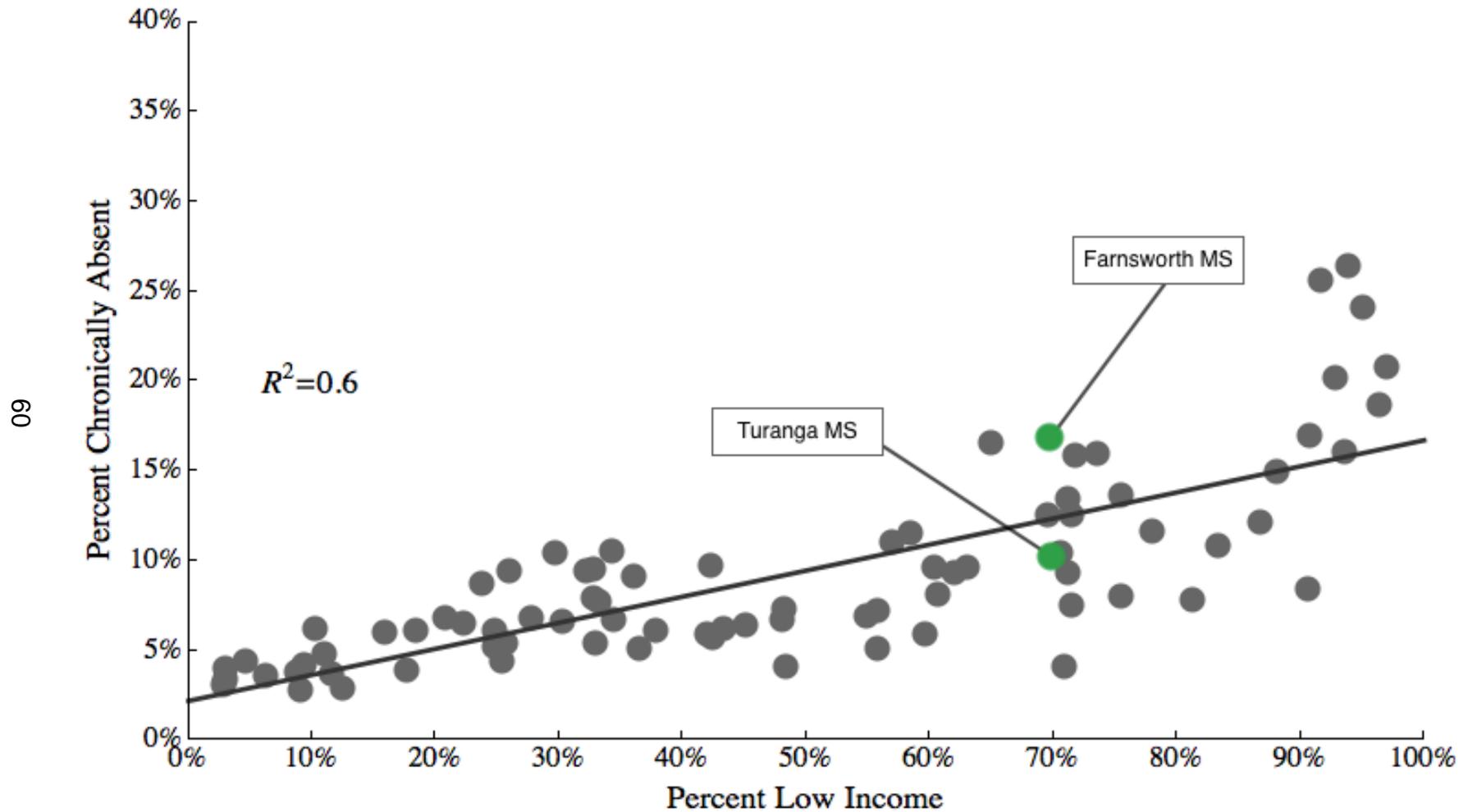
Missing 10% or more of school for ANY reason!



Chronic Absence is different from **truancy** (unexcused absences only) or **average daily attendance** (how many students show up to school each day).

Why Do we Care? Chronic absenteeism, whether excused or unexcused, is correlated to both in-school and community causes, and is a huge predictor of poor educational and life outcomes...and it is a part of State Accountability.

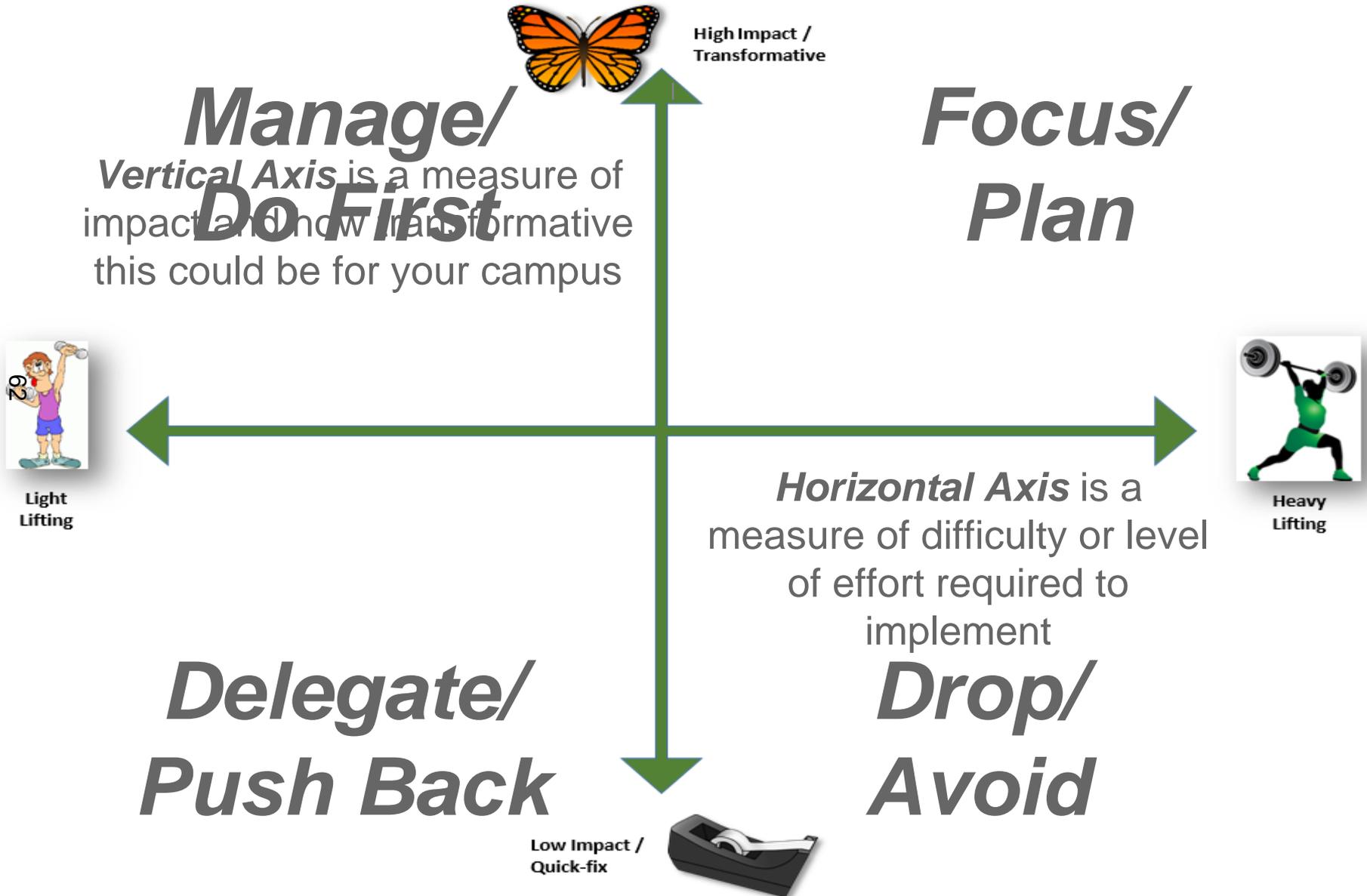
2016 Chronic Absenteeism, Sample ISD Middle School



Detailed Data Spreadsheet (Electronic)

Campus Name	Year	TEA Grade Type	Grade Level	Overall Percent Met by Test Subject	3D Growth All Grades	Change	3D Growth in Accountab ility Subset	3D Growth Grade 6	3D Growth Grade 7	3D Growth Grade 8
Farnsworth Middle School	2017	M	M	58	48	-4	48	38.5	48	55
Farnsworth Middle School	2016	M	M	62	52	5	52	47	60	55
Farnsworth Middle School	2015	M	M	57	47	5	47	53	41	47
Farnsworth Middle School	2014	M	M	65	42	0	42	40	39	46
Fry Middle School	2017	M	M	80	51	-4	51	54	45	52.5
Fry Middle School	2016	M	M	83	55	-1	56	61	51	50
Fry Middle School	2015	M	M	78	56	-4	58	60.5	57	53
Fry Middle School	2014	M	M	87	60	4	60	54	61	62
Zoidberg Middle School	2017	M	M	64	41	-1	41	43	40	41.5
Zoidberg Middle School	2016	M	M	64	42	-8	42	33	42	48.5
Zoidberg Middle School	2015	M	M	64	50	4	50	43.5	50.5	54
Zoidberg Middle School	2014	M	M	71	46	-1	47	45	48	45
Touranga Middle School	2017	M	M	82	55	-4	55	57	52	54.5
Touranga Middle School	2016	M	M	82	59	1	59	57	60.5	58
Touranga Middle School	2015	M	M	80	58	-1	58	56	62	57
Touranga Middle School	2014	M	M	88	59	1	59	60.5	59	63
Wong Middle School	2017	M	M	81	58	0	58	49.5	63.5	63
Wong Middle School	2016	M	M	81	58	0	58	53	59	62
Wong Middle School	2015	M	M	79	58	9	58	50.5	67	58

Quadrant Mapping



All work is a process...or a series of processes!

What is a process?

- A series of actions or steps taken in order to achieve a particular end (outcome).

What is a process map?

- A pictorial representation of the sequence of actions that comprise a process.

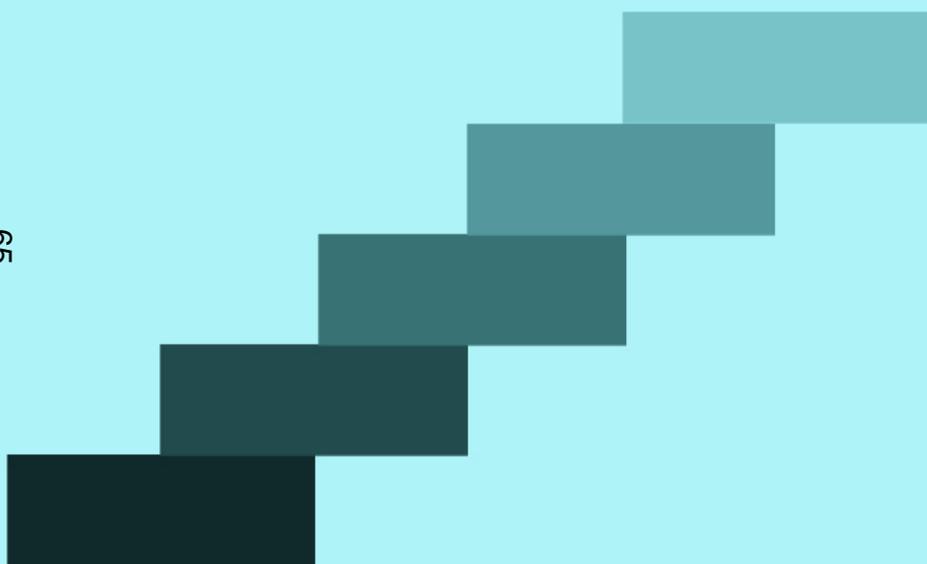


30 60 90



64

65



NEXT STEPS



The logo features a 3D cube on the left with a yellow top face, a green front face containing a white number '3', and a blue right face containing a white letter 'D'. To the right of the cube, the word 'GROWTH' is written in a bold, white, sans-serif font. The letter 'W' is stylized with a green arrow pointing upwards and to the right, integrated into its structure.

E3 Alliance is a nonprofit 501-(c)(3) organization based in Central Texas providing proven, data-driven services to improve student outcomes across the state of Texas.



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Submitted By:		
Board Approval Required: Yes No		

STEAM in Marble Falls ISD



Why STEAM Education?

Because our community is asking for it... and our students need it.

- Critical and analytical thinking skills
- Collaborative learning
- High-level communication abilities
- Proficiency at solving non-routine problems
- Project management experience
- Teamwork and leadership skills
- Inter-disciplinary instruction
- Problem and project-based learning
- Real-world experiences via work-based learning opportunities



What does STEAM mean?

Science, Technology, Engineering, Arts, and Mathematics

This is the lens through which we can respond to the community's desire to see more hands-on, real-world, experiential learning that is academically rigorous. This approach will allow Marble Falls ISD students to experience innovation and problem based learning.

71



Love and Inspire



Why consider including the ARTS?

Creativity is one of the top qualities that employers look for in an employee. Many students today will be applying for jobs that do not exist now. One way to prepare them is by strengthening their creativity and problem solving skills.

- The arts teach children to make good judgements about qualitative relationships.
- The arts teach children that problems can have more than one solutions and questions can have more than one answer.
- The arts celebrate multiple perspectives.
- The arts teach children that in complex forms of problem solving, purposes are seldom fixed
- The arts help children learn to say what cannot be said.



Current Process

- Shape Our Schools
- STEM / STEAM Research
- Site-Visits
- Programming Research



STEM/STEAM Site Visits / Virtual Visits

- Small Middle School – Austin ISD
- JL Johnson Elementary – Round Rock ISD
- Rayburn STEAM Academy - Grand Prairie ISD
- Pretswick STEM Academy - Little Elm ISD
- Nimitz STEM Academy - North East ISD
- Midway Middle School - Midway ISD
- RJ Smith Middle School - Killeen ISD
- Carpenter Hill Elementary - Hays Consolidated ISD
- DA Hulcy STEAM Middle School – Dallas ISD
- Burleson Middle School – Burleson ISD
- Austin Middle School – Galveston ISD
- North Richland Hills Middle School – Birdville ISD
- Brownsville ISD Middle School STEM Program – Brownsville ISD

74



Love and Inspire



Engineering Design Process

For every concept being explored... embedded across disciplines...

- **ASK:** What is the problem to be solved? What constraints exist?
- **IMAGINE:** Research and develop possible solutions.
- **PLAN:** Select a possibility. Design a solution.
- **CREATE:** Put the plan in action.
- **IMPROVE:** Test the plan. Redesign. Repeat.



What does this look like in MFISD?

- **Thinking about a Pilot Program - 50-80 6th Graders**
 - Humanities Block
 - Problem-Solving Block
 - Laboratory Block
 - Elective Block
 - “Specials” Rotation
 - STEAM and Problem-Based Learning is the lens through which everything is designed
- Thinking about this being a building block for extension throughout the district



Common Questions

- Why are we doing this?
- Who gets in?
- Who gets to teach there?
- Who gets to be the administrator?
- Where will this be?
- What classes will students take?
- How many teachers?



Logistical Considerations

Costs to implement STEAM vary dependent upon existing resources and implementation plan

- There are grants available from TEA for secondary programs
- Associated costs include:
 - Staffing (limited additional costs using existing FTE's)
 - Specific professional development for teachers
 - Technology (computer hardware and software)
 - Equipment
 - Supplies (Annual costs vary based on types of projects)
 - Renovation of existing facilities (“makerspace” / PBL lab space)



Future Process

- Continue Research
- Create sub-committees: Logistics, Curriculum, & Application
- Hire an administrator
- Create a staffing plan
- Targeting registration around March, 2018
- Goal is implementation in August, 2018



Questions?





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Refresh of Student iPads for Cohorts 2 & 3



- May 2014– Voters passed \$6,550,000 bond including \$1.4 million for technology
- After much discussion, it was determined that we would use the bond dollars for the infrastructure and local funds to purchase technology equipment.
- Factors considered in the purchase/lease decision:
 - Most devices come with a 3 year warranty
 - Limited funds would allow 1 purchase of all equipment. Ability to replace at the end of 3 years was uncertain.
 - Total out of pocket 92% of value of equipment made fair market value leases look attractive



- What have we learned since?
 - Leases contained hidden costs
 - Property taxes on equipment
 - Requirements for the equipment condition when returned to lease company
 - Cost of returning equipment to lease company



- Technology which will meet the needs of students and staff
- Sustainable plan
- Affordability



- Purchase student iPads using dollar buy out lease structure or capital lease from local fund balance.



iPad series

Legend: Discontinued Current

Table of iPad series

[hide]

Model	iPad (1st generation)	iPad 2	iPad (3rd generation)	iPad (4th generation)	iPad Air	iPad Air 2	iPad (2017)
Image							
Initial operating system	iOS 3.2	iOS 4.2.1	iOS 5.1	iOS 6.0	iOS 7.0.3	iOS 8.1	iOS 10.3
Highest supported operating system	iOS 5.1.1	iOS 9.3.5		iOS 10.3.3	iOS 11.0		
Model Number ^{[125][126]}	A1219 (WiFi) A1337 (WiFi + 3G)	A1395 (WiFi) A1397 (WiFi + 3G CDMA) A1396 (WiFi + 3G GSM)	A1416 (WiFi) A1403 (WiFi + Cellular VZ) A1430 (WiFi + Cellular)	A1458 (WiFi) A1459 (WiFi + Cellular) A1460 (WiFi + Cellular MM)	A1474 (WiFi) A1475 (WiFi + Cellular) A1476 (Wi-Fi + Cellular TD-LTE)	A1566 (WiFi) A1567 (WiFi + Cellular)	A1822 (WiFi) A1823 (WiFi + Cellular)
Announcement date	January 27, 2010 ^[25]	March 2, 2011 ^[50]	March 7, 2012	16, 32, 64 GB: October 23, 2012 128 GB: January 29, 2013	October 22, 2013	October 16, 2014	March 21, 2017
Release date	April 3, 2010 ^[2]	March 11, 2011 ^[127]	March 16, 2012	16, 32, 64 GB: November 2, 2012 128 GB: February 5, 2013 16 GB re-released: March 18, 2014	November 1, 2013	16, 64, 128 GB: October 22, 2014 ^[4] 32 GB and 128GB re-released September 7, 2016	March 24, 2017
Discontinued	March 2, 2011 ^[50]	32, 64 GB: March 7, 2012 16 GB: March 18, 2014	October 23, 2012	16, 32, 64, 128 GB: October 22, 2013 16 GB re-released: October 16, 2014	64, 128 GB: October 16, 2014 16, 32 GB: March 21, 2016	128 GB: March 21, 2016 16, 64 GB: September 7, 2016 32, 128 GB (re-released): March 21, 2017	



- 1st lease was paid from local technology budget
 - Included a laptop for all elementary teachers and 4 laptops per elementary classroom
 - Will expire next February
- 2nd lease was paid from local fund balance
 - Included 800 iPads for elementary classrooms and laptops for high school staff and elementary administration
 - Will expire April 2018



Lease #	Equipment Leased	Start Date	End Date	Equipment Value	Lease Amount	Annual Amount	Property Taxes 16-17
603-0078600-000-003	(165) Thinkpads for elem teachers; (400) 4 Thinkpads per elem classroom	2/1/2015	2/1/2018	373,665.75	345,864.90	115,288.30	6,745.43
603-0078600-005-009	(800) Spark Cohort 2 & 3 ipads including Otterbox cases; (99) laptops for HS admin and teachers and (8) elem admin	4/1/2015	4/1/2018	485,711.18	447,286.71	149,095.57	8,748.79
603-0078600-011	(900) Chromebooks for Students Grades 10-12	6/15/2015	6/15/2018	411,543.00	381,585.00	127,194.99	7,344.93
603-0078600-013-017	(1300) Spark Cohort 4-7 ipads; (52) Tablet Charging Carts; (75) laptops for MS teachers and admin	12/15/2015	12/15/2018	692,736.78	636,869.13	212,289.71	12,424.98
603-015495-000-001	Chromebooks for Students Grades 6-9: (1013) HP Touch Chromebooks - MS, (470) Lenovo Yoga Chromebooks - 9th	9/15/2016	9/15/2019	506,416.90	465,967.53	155,322.51	
	Totals			2,470,073.61	2,277,573.27	759,191.08	35,264.13



- **Fall 2017**
- Purchase/lease replacement iPads
- Deploy replacement iPads January 2018
- Return 800 iPads + Cases back to lease company by April 1, 2018



- iPad 9.7 inch 32gb (5th Gen)– Storage has doubled and price as dropped from \$375 per iPad to \$297. We have also reduced the number of iPads needed by 400 by deploying Chromebooks to the 5th grade classrooms.



- Otterbox UnlimitedED iPad case – Current price is \$62.50 per case; however, when purchased in bulk the price drops to \$32.20 per case. We have used this case on the student iPads for the last 3 years with great success. I would estimate less than 3% breakage over the last 3 years.



- Through DIR, the state has already taken care of all the price comparisons and awarded the lease contracts to Apple.
- According to DIR, since Apple has won the lease contract with the state, any financing/leasing of Apple devices must be done through Apple.



- Savings of lease payments for years 4, 5 and possibly 6
- Not required to return the equipment:
 - Saves man hours (deployment and collection)
 - Saves cost of shipping back to lease company
- Allows district discretion for handling device replacement
- Life expectancy of 5 years is realistic for these devices



- When looking at each year alone, the annual cost is higher (year 1, 2, and 3)
- Disposal of equipment at the end of life cycle







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Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

General Decision Number: TX170155 09/08/2017 TX155

Superseded General Decision Number: TX20160155

State: Texas

Construction Type: Building

County: Burnet County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/14/2017
2	05/19/2017
3	06/09/2017
4	09/08/2017

ASBE0087-002 01/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.22	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

* IRON0482-013 06/01/2017

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 22.15	6.68

LABO0154-001 05/01/2008

Rates Fringes

Laborers: (Mason Tender -

Cement/Concrete).....	\$ 12.98	3.49
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PLUM0286-007 06/05/2017

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 28.78	12.33

SUTX2009-010 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 13.13	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 20.00	3.11
GLAZIER.....	\$ 17.20	1.59
HVAC MECHANIC (HVAC Duct and Pipe Installation).....	\$ 14.21	0.77
INSTALLER - OVERHEAD DOOR.....	\$ 11.63	6.26
LABORER: Common or General.....	\$ 9.73	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
LABORER: Plaster Tender.....	\$ 9.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26	0.00
PLASTERER.....	\$ 15.50	0.00
ROOFER.....	\$ 13.64	1.80

SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

BURNET CENTRAL APPRAISAL DISTRICT
P. O. BOX 908 / 223 SOUTH PIERCE
BURNET, TEXAS 78611
PHONE (512) 756-8291
FAX (512) 756-7873

October 24, 2017

Marble Falls I.S.D
1800 Colt Circle
Marble Falls TX 78654

Dear Superintendent:

The enclosed Official Ballot and Resolution are submitted for the purpose of selecting the Board of Directors for the Burnet Central Appraisal District for 2018 – 2019. The ballot and resolution must be returned to the Appraisal District Office by December 15, 2017.

Calvin Chamness was nominated; however, he has notified the District that he will not be able to serve as a board member for 2018-2019.

Should you have any questions regarding this ballot and resolution, or if I may be of any assistance in this process, please let me know.

Sincerely yours,



Stan Hemphill
Chief Appraiser

Enclosure: Official Ballot & Resolution

OFFICIAL BALLOT

Marble Falls I.S.D

TO ELECT

BOARD OF DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT
FOR THE YEAR 2018 – 2019

DIRECTIONS: Please enter the number of votes cast in the blank space opposite the name of the candidate. You may cast all of your votes for one candidate, or you may divide your votes among any number of candidates that you desire. **You have 1,955 total votes you may cast.**

NAMES OF CANDIDATES	NUMBER OF VOTES
BROADWAY, GENE	
CHAMNESS, CALVIN	
DAVANT, JAMES B.	
HENSLEY, BOBBYE	
KITHIL, DAVE	
OOSTERMEYER, DARLENE	
RENICK, KAY	
SHELL, PAUL	
THURMAN, PHILLIP	

Marble Falls I.S.D
RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR
THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR
2018 – 2019

WHEREAS, SB 621, Section 6.03 (g) requires that each taxing unit entitled to vote, cast their vote by resolution and to submit to the Chief Appraiser of the Burnet Central Appraisal District by December 15, 2017.

THEREFORE, The Marble Falls I.S.D submits the attached Official Ballot, as issued by the Chief Appraiser, stating our vote for candidates for election of the Board of Directors for Burnet Central Appraisal District for 2018 –2019.

ACTION TAKEN, _____ day of _____, 2017 in Open Session of the Board of the above mentioned taxing unit, which is entitled under SB 621 to cast votes to elect the Board of Directors of the Burnet Central Appraisal District of Burnet County.

By : _____

TITLE

ATTEST:

By: _____

TITLE

Marble Falls ISD

Summary of Maintenance Truck Quotes

Vendors	Truck Price	# of Trucks	Total Price
Caldwell Country Chevrolet	\$26,211.00	2	\$52,422.00
Chevrolet Buick MF	\$37,550.00	2	\$75,100.00
Johnson Sewell Ford	\$25,233.63	2	\$50,467.26

Example of Maintenance Truck Being Purchased



Caldwell Country Chevrolet	2018 3/4 Ton Chevy Silverado 2500 4x2 Options Trailer Tow Package Trailer Brake Controller Spray In bed liner 4" Black Round Steps Black Trailer Tow Mirrors Vinyl 40/20/40 Seat Cruise Control Power Locks 6.0L V8 Gas 6-Seed Auto 2018 Regular Cab	Total Price	\$26,211.00
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Chevrolet Buick MF	2018 3/4 Ton Chevy Silverado 2500 4x2 Options Rating 9,300 Lbs 17" aluminum wheels wiring provisions camper Trailer Package 6.0L, V8 Fleets Fuel w/ E63 only Power Door Locks Cruise Control	Total Price	\$37,550.00
---------------------------	--	--------------------	-------------

Johnson Sewell Ford	2018 3/4 Ton Chevy Silverado 2500 4x2 Options Camper Package Trailer Brake Controller Medium Earth Gray Vinyl 6.2L Efi V-8 Cruise Control Trailer Towing Package	Total Price	\$25,233.63
----------------------------	---	--------------------	-------------

K250



Customer	Marble Falls ISD
Deal Number	148940
Stock Number	HED50152
Date	11/1/2017

Vehicle Price	\$35,345.00
Manufacture Discounts	\$0.00
MSRP	\$35,345.00
Johnson Sewell Discount	\$10,345.00
Sales Price	\$25,000.00

Total Savings

\$35,345.00

\$25,000.00

\$10,345.00

Sales Price w/ Rebates	\$25,000.00
------------------------	-------------

Trade-In	
Trade-In Payoff	
Trade-In Equity	\$0.00

Sales Price w/ Trade	\$25,000.00
Title & Fees	\$185.00
Taxes	\$48.63
Price	\$25,233.63

Cash Down

Final Sales Price	\$25,233.63
-------------------	-------------

Welcome s-rob187!



Fleet Concession Management

- HOME
- CONCESSION TUTORIAL
- CONCESSION LOOKUP TUTORIAL
- CONTACT INFO
- CONCESSION LOOKUP
- CONCESSION REQUEST ENTRY
- CONCESSION REQUEST REVIEW/EDIT
- CONTACT US

FLEET CONCESSION MANAGEMENT : SEARCH

State/Fed:
 Model Year:
 Vehicle:
 Body Type:
 GPC TYPE:

[Click here for Option Discounts available for this Vehicle](#)

YOUR SEARCH CRITERIA: STATE: TX-TEXAS, MODEL YEAR: 2017, VEHICLE: 22--F-SERIES SD, BODY STYLE: F2A--F250 4X2 R/C PU SRW, GPC: ALL
 BID AND ORDER MUST BE SUBMITTED BY EXPIRATION DATE

STATE	VEHICLE	BODY	GPC \$	PRICE_LEVEL	REF DATE	REF#_FIN	GPC TYPE	EXPIRATION DATE
TX	22-F-SERIES SD	F2A-F250 4X2 R/C PU SRW	8300	725	9/6/2016	19319H	Piggyback	N/A
TX	22-F-SERIES SD	F2A-F250 4X2 R/C PU SRW	8181	725	7/14/2016	13630H	Piggyback	8/31/2016
TX	22-F-SERIES SD	F2A-F250 4X2 R/C PU SRW	8181	725	6/13/2016	09926H	Piggyback	8/31/2016
TX	22-F-SERIES SD	F2A-F250 4X2 R/C PU SRW	8100	725	6/28/2016	12241H	Local	N/A
TX	22-F-SERIES SD	F2A-F250 4X2 R/C PU SRW	6000	700	3/31/2016	02448H	Local	N/A

	Suggested Retail Price	Invoice Amount
F25H 4X2 STYLESIDE PICKUP/142	32535.00	30745.00
2017 MODEL YEAR		
Z1 OXFORD WHITE		
AS MEDIUM EARTH GRAY VINYL		
PREFERRED EQUIPMENT PKG.600A		
.XL TRIM		
.TRAILER TOWING PACKAGE		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
996 .6.2L EFI V-8 ENGINE	NC	NC
44S 6 SPEED AUTOMATIC TRANS G	NC	NC
TBK .LT245/75R17E BSW ALL SEASON		
X37 3.73 RATIO REGULAR AXLE	NC	NC
JOB #2 ORDER		
17F XL DECOR PACKAGE	NC	NC
10000# GVWR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
471 CAMPER PACKAGE	160.00	148.00
512 SPARE TIRE AND WHEEL	NC	NC
52B TRAILER BRAKE CONTROLLER	270.00	249.00
JACK		
91M SYNC VOICE ACTIVATED SYSTEMS	365.00	336.00
96V XL VALUE PACKAGE	720.00	663.00
.CRUISE CONTROL		
.AM/FM STEREO CD/CLK		
TOTAL OPTIONS/OTHER	1515.00	1396.00
TOTAL VEHICLE & OPTIONS/OTHER	34050.00	32141.00
DESTINATION & DELIVERY	1295.00	1295.00
TOTAL FOR VEHICLE	35345.00	
FUEL CHARGE		81.94
SHIPPING WEIGHT 5471 LBS.		
TOTAL	35345.00	33517.94

#936

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Tommie Vaughn Motors, Inc. 52A241 P.O. BOX 7495 Houston TX 77248		Order Type 2	Ramp Code RA5B	Batch ID HD101	Price Level 755
Ship to (if other than above)		Date Inv. Prepared 04 | 10 | 17		Item Number 52-F021	Transit Days 15
		Ship Through			
Invoice & Unit Identification NO. 1FTBF2A60HED50152	Final Assembly Point KENTUCKY	Finance Company and/or Bank Ford Motor Credit 000001			

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA
1022	33517.94	32344.94	32444.94	33658.87	341.00	510.00

This invoice to be used for the billing of vehicles only

Dealer's copy

KTP-002410 TX

9-NORMAL, NB, 102410, HD101 5444

UIC CERT/CERT/TRD U R RAMP/BUMP/CAMP/BOOK/EXFL

1FTTB2A60 HED50152 NB BL09



VEHICLE DESCRIPTION

SUPER DUTY
 2017 F250 SRW 4X2 REG CAB
 XL 4.0L I4 V6 S/S 155 SIDE
 6.2L EFI V8 ENGINE
 6 SPEED AUTOMATIC TRANS G

HE D50152

EXTERIOR
 OFFROAD WHITE
 INTERIOR
 MEDIUM EARTH GRAY VINYL

EPA Fuel Economy and Environment
 DOT

**FUEL ECONOMY RATINGS NOT
 REQUIRED ON THIS VEHICLE**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BOX RAIL/TAILOGATE MOLDINGS
 - DOOR HANDLES - BLACK
 - HEADLAMPS - WIPER ACTIVATED
 - LOCKING REMOVABLE TAILGATE W/LIFT ASST-NA W/BOX DLT
 - PICKUP BOX, TIE DOWN HOOKS
 - SHOCK BOX DLT
 - SHOCK BOX AND WHEEL LOCK
 - TOW HOOKS
 - TRAILER SWAY CONTROL

- INTERIOR**
- AIR COND, MANUAL FRONT
 - DRIVER SEAT-MANUAL LUMBAR
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - TILT/TELESCOPE STR COLUMN
 - VINYL SUN VISORS

- FUNCTIONAL**
- 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM
 - HILL START ASSIST
 - JEWEL EFFECT HEADLAMPS
 - MYKEY
 - TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
 - BELT-MINDER CHIME
 - SECURILOCK PASS ANTI THEFT
 - SOS POST CRASH ALERT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER
- PREFERRED EQUIPMENT PKGS.600A
- 6 SPEED AUTOMATIC TRANS G
- 3.73 RATIO REGULAR AXLE
- XL DECOR PACKAGE
- 10000# GVWR PACKAGE
- 50 STATE EMISSIONS
- CAMPER PACKAGE
- SPARE TIRE AND WHEEL
- TRAILER BRAKE CONTROLLER
- JACK
- SYNC VOICE ACTIVATED SYSTEMS
- XL VALUE PACKAGE
- CRUISE CONTROL
- AM/FM STEREO CD/CLK

(MSRP)

NO CHARGE
 NO CHARGE
 NO CHARGE
 NO CHARGE
 NO CHARGE
 NO CHARGE
 270.00
 385.00
 720.00

PRICE INFORMATION

BASE PRICE \$32,535.00
 TOTAL OPTIONS/OTHER 1,515.00
 TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 34,050.00
 1,295.00

(MSRP)

\$32,535.00
 1,515.00
 34,050.00
 1,295.00

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score To Be Rated
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver To Be Rated
Passenger To Be Rated
 Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat To Be Rated
Rear seat Not Rated
 Based on the risk of injury in a side impact.

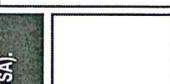
Rollover To Be Rated
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

fuelconomygov
 Calculate personalized estimates and compare vehicles



Scan this code to experience this FORD'S BEST 1FTTB2A60 HED50152 to 48028 or Visit ford.com/windowsticker
 Standard messaging & data plan rates may apply.



Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.



1FTTB2A60HED50152

FORD PROTECT
 Ford Protect The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.

TOTAL MSRP \$35,345.00
 This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RAMP ONE
RA5B

RAMP TWO
 FINAL ASSEMBLY PLANT
KENTUCKY

METHOD OF TRANSP.
RAIL

ITEM #: 52-F021 O/T 2

HD101 N RB 2X 755 002410 04 10 17

10/31/2017

CALDWELL COUNTRY CHEVY

BUYBOARD BID 521-16

End User: MARBLE FALLS ISD **Caldwell Rep:** AARON WILEY
Contact: MICHAEL PHILLIPS **Phone/fax:** 254-773-8824 / 254-773-8808
Phone/email: 830-693-2046/mphillips@mfisd.txed.net **Date:** Monday, October 09, 2017
Product Description: CHEVROLET SILVERADO 2500 4X2 **email:** aaron@caldwellcountry.com

A. **Bid Series:** 42 **A. Base Price:** \$ **23,988.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC2590	2018 REGULAR CAB 4X2 1WT	INCL	Z82	TRAILER TOW PACKAGE	\$ 285.00
	VINYL 40/20/40 SEAT	INCL	JL1	TRAILER BRAKE CONTROLLER	\$ 261.00
	A/C & HEAT; AM/FM RADIO	INCL	CGN	SPRAY IN BED LINER	\$ 470.00
	RUBBER FLOOR	INCL	RVS	4" BLACK ROUND STEPS	\$ 503.00
	6.0L V8 GAS; 6-SPD AUTO	INCL	DF2	BLACK TRAILER TOW MIRRORS	\$ 66.00
	8' BED (LONG BED)	INCL		OUTSIDE HIGH-VISIBILITY	
	POWER LOCKS	INCL			
	CRUISE CONTROL	INCL			
	BLUETOOTH	INCL			
	MANUAL WINDOWS	INCL			
	REAR VIEW CAMERA	INCL			

Total of B. Published Options: \$ **1,585.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS	DELIVERY

Total of C. Unpublished Options: \$ **-**

- D. **Pre-delivery Inspection:** \$ -
- E. **Texas State Inspection:** \$ -
- F. **Manufacturer Destination/Delivery:** \$ -
- G. **Floor Plan Interest (for in-stock and/or equipped vehicles):** \$ -
- H. **Lot Insurance (for in-stock and/or equipped vehicles):** \$ -
- I. **Contract Price Adjustment:** \$ -
- J. **Additional Delivery Charge:** 119 miles \$ 238.00
- K. **Subtotal:** \$ 25,811.00
- L. **Quantity Ordered** 1 x K = \$ 25,811.00
- M. **Trade in:** \$ -
- N. **BUYBOARD FEE PER PURCHASE ORDER:** \$ 400.00
- O. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE:** \$ 26,211.00

CALDWELL COUNTRY CHEVY

BUYBOARD BID 521-16

End User: MARBLE FALLS ISD
 Contact: MICHAEL PHILLIPS
 Phone/email: 830-693-2046/mphillips@mfisd.txed.net
 Product Description: CHEVROLET SILVERADO 2500 4X2

Caldwell Rep: AARON WILEY
 Phone/fax: 254-773-8824 / 254-773-8808
 Date: Thursday, October 05, 2017
 email: aaron@caldwellcountry.com

A. Bid Series: _____ 42

A. Base Price: \$ 23,988.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC2590	2018 REGULAR CAB 4X2 1WT	INCL	Z82	TRAILER TOW PACKAGE	\$ 285.00
	VINYL 40/20/40 SEAT	INCL	JL1	TRAILER BRAKE CONTROLLER	\$ 261.00
	A/C & HEAT; AM/FM RADIO	INCL	CGN	SPRAY IN BED LINER	\$ 470.00
	RUBBER FLOOR	INCL			
	6.0L V8 GAS; 6-SPD AUTO	INCL		4" Blk Round sidesteps	\$ 503
	8' BED (LONG BED)	INCL			
	POWER LOCKS	INCL			
	CRUISE CONTROL	INCL			
	BLUETOOTH	INCL		Trailering mirrors	
	MANUAL WINDOWS	INCL			
	REAR VIEW CAMERA	INCL			

Need side steps
 Full size spare
 Large side mirrors.

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	
		WHIT
		ESTI

- D. Pre-delivery Inspection: -
- E. Texas State Inspection: -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 119 miles \$ -
- K. Subtotal: \$ 238.00
- L. Quantity Ordered 1 x K = \$ 25,242.00
- M. Trade in: \$ 25,242.00
- N. BUYBOARD FEE PER PURCHASE ORDER: \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE: \$ 25,642.00

Phillips, Michael

From: vmaltos@chevymarblefalls.com
Sent: Friday, November 03, 2017 3:00 PM
To: Phillips, Michael
Subject: Bid Information
Attachments: marble falls isd 20107.pdf

Mr. Phillips,

Leslie and I have spoken about the information that you are needing for bidding. I will be attaching information on the trucks that you need. Prices are subject to change on trucks due to availability at time of purchase. Incentives may change or truck may not be available for sale and I would locate another truck with same requirements.

I have located 2 2500HD Gas trucks regular cab with most requirements, the adds would be the steps and the bed liner. If needed on 1/2 ton truck, prices are the same.

Prices :

1/2 Ton Truck 2017 Silverado 2WD Regular cab.

Was \$31,890

Schools Price is \$24,999 plus Taxes Title and License along with additions of \$400 for bed liner and \$695 for steps.

3/4 Ton truck 2017 Silverado 2WD Regular cab.

Was \$37,550

School Price is \$30,399 plus Taxes Title and License along with additions of \$400 for bed liner and \$695 for steps.

The attachment will have the information on all both trucks. On the 3/4 ton I have located 2 trucks at same price.

Please let me know what information that I can provide to help with Marble Falls ISD in there purchasing for the school. I would like to say THANK YOU for the opportunity to help.

Sincerely,

Vince Maltos



Vehicle Locator

Dealer Information

CHEVROLET BUICK MARBLE FALLS
 2301 HWY 281 NORTH
 MARBLE FALLS, TX 78654
 Phone: 830-693-2777
 Fax: 830-798-0457

1GC0CJEG5HZ266688

Model Year: 2017
 Make: Chevrolet
 Model: 2500HD Silverado
 CC25903-LWB, 2WD, Reg Cab Pickup
 PEG: 1WT-1WT Work Truck Preferred Equipment Group
 Primary Color: GAN-Silver Ice Metallic
 Trim: H2Q-Vinyl, Jet Black / Dark Ash, Interior Trim
 Engine: L96-Engine: 6.0L, V-8, SFI, FlexFuel w/ E63 only
 Transmission: MYD-6-Speed Automatic

Event Code: 5000-Delivered to Dealer
 Order #: VCFSZX
 MSRP: \$37,550.00

Order Type: TRE-Retail Stock
 Stock #: N/A
 Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

	MSRP
IOB-Radio, 7" Color Screen, Bluetooth, w/ USB Port	\$435.00
PCM-Convenience Package	\$1,175.00
PYQ-Wheels: 17" Aluminum	\$500.00
UF2-Lighting, Cargo Box, Under Bed Rail, LED	\$125.00
UY2-Wiring Provisions Camper	\$35.00
Z82-Trailer Package	\$575.00

No Cost Options

AE7-Seats: 40/20/40/ Split Front Bench
 FE9-Federal Emissions
 G4A-GVW Rating 9,300 LBS
 L96-Engine: 6.0L, V-8, SFI, FlexFuel w/ E63 only
 MYD-6-Speed Automatic

Other Options

1WT-1WT Work Truck Preferred Equipment Group	A31-Power Windows
A91-Tailgate Lock, Remote Controlled	AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry	AU3-Power Door Locks
AY0-Airbags- Head Curtain, Side Impact	BG9-Floor Covering: Rubberized Vinyl, Black
C67-Air Conditioning, Manual	DL8-Mirrors, O/S, Power, Heated
E63-Body: Pick-Up Bed / Box	G80-Locking Differential, Rear
GAN-Silver Ice Metallic	GT5-Rear Axle, 4.10 Ratio
H2Q-Vinyl, Jet Black / Dark Ash, Interior Trim	JL1-Integrated Trailer Brake Controller
K34-Cruise Control	K47-Air Cleaner, High Capacity
KC4-Cooler, Engine Oil	KG4-Alternator, 150 AMP
KI4-110 Volt Electrical Receptacle, In Cab	KNP-Transmission Cooling System
NZ4-Wheel, Spare, 17 x 7.5, Steel	QHJ-Tires: LT 245/75R17E BW All Season
SAF-Spare Tire Lock	U2J-SiriusXM Satellite Radio, Delete
UE1-OnStar Communication System	UQ3-Speaker System
UVC-Rear View Camera System	V22-Grille: Chrome Surround
V46-Bumper, Front, Chrome	V76-Recovery Hooks
VJH-Bumper: Rear Chrome Step	VK3-License Plate Front Mounting Hardware
VV4-Onstar 4G LTE Wi-Fi Hotspot	ZHQ-Tire Spare: LT 245/75R17 BW ALS
ZY1-Paint, Solid	

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Cash Allowance is calculated based on your dealer's Zip Code. Customer must take delivery by 11/30/2017.

Kevin Naumann, President, called the special meeting to order at 6:00 p.m. at the Marble Falls ISD Central Office Community Room. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Kevin Naumann, Gary Boshears, Larry Berkman, Alex Payson, Lee Ann Johnson, Karl Westerman and Kevin Virdell

Board Members Absent: None

Administrators Present: Dr. Chris Allen, Dr. Wes Cunningham and Jeff Gasaway

Members of the Press: None

Presentation/Discussion Items and Possible Action

Team of Eight Training

John Tanner, Testing Sense, provided a presentation regarding the design, uses, and limitations of standardized testing.

Legislative Update

Joey Moore, Walsh Gallegos, provided the Board with a Legislative Update presentation.

Executive Session

At 8:51 p.m., the Board adjourned into executive session to consult with District Attorney (TX Govt. Code 551.071).

The Board reconvened from executive session at 9:11 a.m.

Discussion and Possible Approval of Action Arising from Executive Session

There was no action taken.

Adjournment

Hearing no objection, the Board adjourned at 9:12 p.m.

Approved:

Kevin Naumann, President

Lee Ann Johnson, Secretary

Marble Falls Independent School District
Board Meeting Minutes
October 16, 2017

Kevin Naumann, President, called the regular meeting to order at 6:01 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Kevin Naumann, Kevin Virdell, Lee Ann Johnson, Larry Berkman, Alex Payson and Karl Westerman

Board Members Absent: Gary Boshears

Administrators Present: Dr. Chris Allen, Dr. Wes Cunningham, Jeff Gasaway, Kay Kizziar, Dr. Susan Maughan, Shana Hale, Nathan Fink, Bruce Peckover, Mike Haley, Bethany Birdwell, Susan Cox, Peggy Little, Erika O'Connor, Michael Phillips, Leslie Baty, Roger Barr, Soor-el Puga, Melissa Fletcher, Heather Metzgar and Damon Adams.

Members of the Press: Richard Zowie, The Highlander News

Special Recognitions

Living the Vision Award

Bethany Birdwell, Highland Lakes Elementary Principal, explained the many reasons why her staff members deserve the recognition. Patricia Crawford, Justin Parsons, Luisa Lopez and Lezlie Lust were given certificates and gift cards.

Superintendent's Award

Erika O'Connor, Colt Elementary Principal, recognized fifth graders; Carson Payne and Mia Trejo, with a video created with fellow students and were given playing cards signed by staff and students.

National Principals Month

Dr. Chris Allen, Superintendent, thanked his principals for their service and read a proclamation issued by Governor Greg Abbott.

Citizens Comments

No one asked to speak.

Information Items

Financial Report

- General Fund Summary
- Expenditure Report
- Quarterly Investment Report

Presentation/Discussion Items and Possible Action

District of Innovation (DOI) Resolution

Dr. Wes Cunningham, Assistant Superintendent, explained the purpose of the presentation is to provide information to the school board about what a DOI is, a possible timeline, and what the designation allows a district to do.

Dr. Chris Allen read the resolution. Upon a motion by Karl Westerman, second by Lee Ann Johnson, the Board approved the resolution as presented.

For: 6 Against: 0 Absent: 1

Public Hearing

District of Innovation

Mr. Naumann opened a public hearing at 6:53 p.m. regarding the District of Innovation Resolution. The Board President, Mr. Kevin Naumann, invited members of the public to speak regarding the potential for Marble Falls ISD to become a District of Innovation. Glynn Wilson, Cristi Graham, Stacey Cox and Diane Arredondo made remarks to the Board. Kevin Virdell, Kevin Naumann, Alex Payson and Karl Westerman each made comments. The public hearing was closed at 7:03 p.m.

Presentation/Discussion Items and Possible Action

Appoint Local District of Innovation Committee

Dr. Wes Cunningham, Assistant Superintendent, recommended that the Board authorize the Superintendent of Schools to appoint a local District of Innovation Plan Committee with the responsibility to develop or opt not to develop a local innovation plan.

Upon a motion by Alex Payson, and amended by Karl Westerman, seconded by Kevin Virdell, second by Lee Ann Johnson, the Board approved for the Superintendent to spin up a committee as presented.

For: 6 Against: 0 Absent: 1

Out of State Travel Request- Marble Falls High School Band

Brad Behrens, High School Band Director, presented to the Board his agenda and budget for an out of state trip. Mr. Behrens will request permission to travel to Walt Disney World in March of 2018 at the November board meeting.

English Language Learners Update

Soor-el Puga, ESL/ Bilingual Coordinator, shared a brief overview of the instructional programming for the Districts English Language Learners. Roberta Werner and Jennifer Marburger spoke on behalf of teachers in the District.

Long Term Facilities Master Plan

Dr. Chris Allen, Superintendent, explained what a Long Term Facilities Master Plan is, why Marble Falls ISD needs one, and administrations' steps in acquiring a plan of this type.

Maintenance Project- MFISD Transportation Fueling Station- Phase 2

Jeff Gasaway, Assistant Superintendent, explained to the Board that Phase 2 includes renovating gym to bus maintenance facility and adding bus parking lot to facility. The estimated cost for the remaining aspects of this project would be approximately \$1,200,000. The District will seek approval in November.

Marble Falls High School Public Announcement (PA) System Proposal

Jeff Gasaway, Assistant Superintendent, informed the Board of Marble Falls ISD's plans to improve the high school PA system.

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved Marble Falls ISD to spend \$123,130 with Computer Solutions as presented.

For: 6 Against: 0 Absent: 1

Consider and Possible Approval of Action

Consent Agenda

Upon a motion by Karl Westerman, second by Kevin Virdell, the Board approved the following:

- Budget Amendments
- District and Campus Improvement Plans

For: 6 Against: 0 Absent: 1

Upon a motion by Alex Payson, second by Lee Ann Johnson the Board approved the minutes from the Regular Board Meeting held September 18, 2017.

For: Kevin Virdell, Lee Ann Johnson, Larry Berkman, Alex Payson and Kevin Naumann
Against: None
Absent: Gary Boshears
Abstained: Karl Westerman

Upon a motion by Kevin Virdell, second by Alex Payson the Board approved the minutes from the Special Board Meeting held October 5, 2017.

For: Kevin Virdell, Larry Berkman, Alex Payson and Kevin Naumann
Against: None
Absent: Gary Boshears
Abstained: Karl Westerman and Lee Ann Johnson

Board Operating Procedures

Upon a motion by Karl Westerman, second by Alex Payson, the Board approved the Board Operating Procedures as presented with the redline incorporated.

For: 6 Against: 0 Absent: 1

Upcoming Meetings

Monday, November 13, 2017 – Regular Board Meeting

Monday, December 18, 2017 - Regular Board Meeting

Monday, January 15, 2018 – Regular Board Meeting

Executive Session

At 8:16 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 9:24 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

No action was taken.

Adjournment

Hearing no objection, the Board adjourned at 9:25 p.m.

Approved:

Kevin Naumann, President

Lee Ann Johnson, Secretary



Marble Falls
Independent
School District

INTEROFFICE MEMORANDUM

Date: November 6, 2017

To: Board of Trustees and Dr. Allen

From: David Hemond, Accounting Supervisor

Subject: Consider Approval of Budget Amendments

Budget amendments included for approval (copies follow):

17-00019	Allocate budget for staff travel - \$567
17-00020	Allocate budget for staff travel - \$846
17-00021	Increase budget for high school PA system - \$123,130
17-00022	Allocate budget for wellness program - \$1,658

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	<i>17-00019</i>	Reason for amendment: TRANSFER FUNDS FOR CONFERENCE			
Fiscal Year:	2017-2018				
Account Number	Account Description		Debit	Credit	
EXPENDITURES			Increase	Decrease	
1	199-11-6399-01-041-0-11-0-42	GENERAL SUPPLIES		567.00	
2	199-13-6411-00-041-0-99-0-42	EMPLOYEE TRAVEL	567.00		
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4					
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32					
33					
REVENUE			Decrease	Increase	
34					
35					
36					
37					
38					
Totals			567.00	567.00	
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: <i>Amy Beck</i> Date: <i>10/11/17</i>	Approved by: <i>R. Bauer</i> Date: <i>10-12-17</i>	Reviewed by: <i>[Signature]</i> Date: <i>10/16/17</i>	Entered by: <i>[Signature]</i> Date: <i>10/10/17</i>

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	<i>17-00020</i>	Reason for amendment: TRANSFER FUNDS TO COVER TRAVEL		
Fiscal Year:	2017-2018			
Account Number		Account Description	Debit	Credit
EXPENDITURES			Increase	Decrease
1	199-36-6399-00-041-0-99-T-00	GENERAL SUPPLIES		846.00
2	199-13-6411-00-041-0-99-T-00	EMPLOYEE TRAVEL	846.00	
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REVENUE			Decrease	Increase
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37				
38				
Totals			846.00	846.00
Board Approval Required		Prepared by: <i>Susan Parks</i>	Approved by: <i>R. Brown</i>	Reviewed by: <i>[Signature]</i>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date: <i>10/16/17</i>	Date: <i>10-12-17</i>	Date: <i>10/16/17</i>
		Entered by: <i>[Signature]</i>	Date: <i>10/16/17</i>	

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	<i>17-00021</i>	Reason for Amendment: INCREASE BUDGET FOR HIGH SCHOOL PA SYSTEM			
Fiscal Year:	2017-2018				
Account Number	Account Description		Debit	Credit	
EXPENDITURES			Increase	Decrease	
1	199-11-6639-00-001-011-000	FURNITURE, EQUIPMENT & SOFTWARE	123,130.00		
2					
3					
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33					
REVENUE			Decrease	Increase	
34	199-00-3600-00-000-000-000	FUND BALANCE		123,130.00	
35					
36					
37					
38					
Totals			123,130.00	123,130.00	
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: <i>JR</i> Date: <i>10/24/17</i>	Approved by: <i>JR</i> Date: <i>10/24/17</i>	Reviewed by: <i>JK</i> Date: <i>10/24/17</i>	Entered by: <i>JR</i> Date: <i>10/24/17</i>

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #: 17-00022		Reason for Amendment: INCREASE BUDGET FOR WELLNESS PROGRAM	
Fiscal Year: 2017-2018			
Account Number		Account Description	Debit
			Credit
EXPENDITURES			Increase
			Decrease
1	199-41-6129-10-741-099-000	SUPPORT PERSONNEL	1,500.00
2	199-41-6499-10-741-099-000	MISC OPERATING EXPENSE	157.50
3			
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REVENUE			Decrease
			Increase
34	199-00-5749-00-000-000-000	REVENUE	1,657.50
35			
36			
37			
38			
Totals			1,657.50
			1,657.50
Board Approval Required		Prepared by: [Signature]	Approved by: [Signature]
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date: 10/31/17	Date: 10/31/17
		Reviewed by: [Signature]	Entered by: [Signature]
		Date: 10/31/17	Date: 10/31/17



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Marble Falls High School Band

Destination: Orlando

Dates: March 10 – 16, 2018

Bus: Roadrunner

Hotel: Hampton Inn Beach Hotel in Biloxi
Hampton Inn or Similar in Orlando

Performance: *Disney's Performing Arts on Stage Performance*

Your custom package includes:

- Two 56-Passenger Charter Buses
- Two Driver Rooms at the Hotels
- Pre-Paid Bus Driver Gratuities
- 1 Night Stay at the Hampton Inn Biloxi
- 4 Night Stay at a Hampton Inn or Similar in Orlando
- 5 Expanded Continental Breakfast Buffets at Hotels
- 3 \$15.00 *Disney* Dining Cards (3 Lunches)
- 2 *Disney* Meal Coupons (2 Dinners)
- 2 **Universal** Meal Cards (1 Lunch & 1 Dinner)
- 1 Pizza Party at Orlando Hotel
- 1 Box Dinner
- 3 Day *Disney* Non-Hopper (includes *Disney Performance*)
- 1 Day **Universal** Park to Park Ticket
- **24 Hour Travel Support Staff**

Additional fees: Security at the Hotel

Trip cost per person approximately \$1,175.00

Tentative Itinerary

- Sat., March 10: Buses will arrive at Marble Falls High School at 7:30 AM and depart at 8:00 AM for Biloxi, Mississippi. Meals on own, Hotel Check-in.
- Sun., March 11: Breakfast at hotel, Depart for Orlando, Lunch on own, Hotel Check-in, Pizza Party
- Mon., March 12: Breakfast at hotel, *Disney Park*
- Tues., March 13: Breakfast at hotel, *Disney Performing Arts Performance, Disney Park*
- Wed., March 14: Breakfast at hotel, **Universal Studios & Islands of Adventure**
- Thurs., March 15: Breakfast at hotel, *Disney Park*, Box Dinner, Depart for Marble Falls
- Fri., March 16: Travel Day, Meals on own

Transportation

Bus

Roadrunner: You will have two 56-passenger buses at a cost of **\$11,335.00 (includes driver gratuity)** per bus or a total of **\$22,670.00 PLUS** the cost of the bus drivers' hotel room.



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary: 9 Resolutions are being presented for consideration. Supporting documents are attached as background information for the following properties: Lots 149, 150, 151 & 152, Green Valley Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lots 346, 347, 348 & 349, Green Valley Section, Sherwood Shores #2, Granite Shoals, Burnet County, TX Lots 505 & 506, Live Oak Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lots 461, 462, 547 & 548 Castle Hills Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lots 546, 550, 582, 607, 634, 640 & 653 Greencastle Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lot 22, Green Acres Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lot 80, Woodland Hills Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, TX Lots 1003 & 1004, Live Oak Section, Sherwood Shores, Granite Shoals, Burnet County, TX Lots 519 & 520, Castle Hills Section, Sherwood Shores, Granite Shoals, Burnet County, TX		
Fiscal Impact:		
Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation: Approve the resolutions providing for the sale of properties acquired by the Burnet CAD as presented.		
Submitted By: Jeff Gasaway, Assistant Superintendent		
Board Approval Required: Yes No		

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot 22, Green Acres Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas Account # 16566 (2017 Assessed Value = \$16,200)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 344.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 150.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 99.73	Burnet CAD
Burnet County	\$ 75.94	
Burnet County Special	\$ 8.31	
Water Conservation District	\$ 2.74	
Marble Falls ISD	\$ 291.28	
TOTAL MONIES DISBURSED	\$ 1,000.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$3,785.56 for tax years 2006-2013.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lot 22, Green Acres Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 627, Page 858 of the Deed Records of Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) has been made by LONE OAK VENTURES, LLC, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot 22, Green Acres Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to LONE OAK VENTURES, LLC, for the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lot 80, Woodland Hills Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas Account # 46012 (2017 Assessed Value = \$4,327)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 195.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 175.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 91.12	Burnet CAD
Burnet County	\$ 67.99	
Burnet County Special	\$ 7.16	
Water Conservation District	\$ 2.12	
Marble Falls ISD	<u>\$ 259.61</u>	
TOTAL MONIES DISBURSED	<u>\$ 826.00</u>	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$1,152.39 for tax years 2004-2015.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lot 80, Woodland Hills Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 637, Page 43 of the Deed Records of Burnet County, Texas was offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of EIGHT HUNDRED, TWENTY-SIX AND NO/100 DOLLARS (\$826.00) has been made by LONE OAK VENTURES, LLC, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lot 80, Woodland Hills Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas to LONE OAK VENTURES, LLC, for the sum of EIGHT HUNDRED, TWENTY-SIX AND NO/100 DOLLARS (\$826.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 346, 347, 348 & 349, Green Valley Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

<u>FEES:</u>	<u>AMOUNT:</u>	<u>TO WHOM:</u>
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 459.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 175.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 254.49	Burnet CAD
Burnet County	\$ 217.78	
Burnet County Special	\$ 22.35	
Water Conservation District	\$ 5.93	
Marble Falls ISD	\$ 837.45	
TOTAL MONIES DISBURSED	\$ 2,000.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$5,564.43 for tax years 2001-2016.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 346, 347, 348 & 349, Green Valley Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 165, Page 395 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) has been made by ROGER A. VAN VOORHEES, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 346, 347, 348 & 349, Green Valley Section, Sherwood Shores #2, City of Granite Shoals, Burnet County, Texas to ROGER A. VAN VOORHEES, for the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

01/19/2016



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BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 149, 150, 151 & 152, Green Valley Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 919.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 150.00	MVBA
Attorney ad Litem fee:	\$ 250.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 204.33	Burnet CAD
Burnet County	\$ 360.59	
Burnet County Special	\$ 37.48	
Water Conservation District	\$ 5.11	
Marble Falls ISD	\$ 1,466.05	
Marble Falls ISD EBU	\$ 79.44	
TOTAL MONIES DISBURSED	\$ 3,500.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$4,189.31 for tax years 1986-2014.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 149, 150, 151 & 152, Green Valley Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 169, Page 219 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) has been made by ROGER A. VAN VOORHEES, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 149, 150, 151 & 152, Green Valley Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to ROGER A. VAN VOORHEES, for the sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20____.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

01/19/2016



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BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 461, 462, 547 & 548, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 742.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 150.00	MVBA
Attorney ad Litem fee:	\$ 250.00	Webb Walker
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 88.40	Burnet CAD
Burnet County	\$ 83.77	
Burnet County Special	\$ 7.12	
Water Conservation District	\$ 1.51	
Marble Falls ISD	\$ 349.20	
TOTAL MONIES DISBURSED	\$ 1,700.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$2,603.35 for tax years 1994-2012.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 461, 462, 547 & 548, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 211, Page 473 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00) has been made by ROGER A. VAN VOORHEES, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 461, 462, 547 & 548, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to ROGER A. VAN VOORHEES, for the sum of ONE THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20____.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

01/18/2016



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BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 505 & 506, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas Account #s 27295 & 27296 (2017 Assessed Value = \$2,250 each lot)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 902.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 175.00	MVBA
Attorney ad Litem fee:	\$ 250.00	
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 113.47	Burnet CAD
Burnet County	\$ 102.71	
Burnet County Special	\$ 10.62	
Water Conservation District	\$ 1.84	
Marble Falls EBU	\$ 19.44	
Marble Falls ISD	\$ 402.92	
TOTAL MONIES DISBURSED	\$ 2,006.00	

Additional information on properties included in this bid:

- This is the first time this property has been presented to the school board for re-sale consideration.
- The total amount due to Marble Falls ISD is \$2,352.53 for tax years 1984-2015.
- An aerial map has been included with this packet.

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 505 & 506, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 244, Page 11 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of TWO THOUSAND, SIX AND NO/100 DOLLARS (\$2,006.00) has been made by LONE OAK VENTURES, LLC, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 505 & 506, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to LONE OAK VENTURES, LLC, for the sum of TWO THOUSAND, SIX AND NO/100 DOLLARS (\$2,006.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20____.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

01/18/2016



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BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 519 & 520, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas Account #s 8896 & 8897 (2017 Assessed Value = \$2,400 each lot)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

<u>FEES:</u>	<u>AMOUNT:</u>	<u>TO WHOM:</u>
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 273.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 175.00	MVBA
Attorney ad Litem Fee:	\$ 250.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 78.28	Burnet CAD
Burnet County	\$ 64.13	
Burnet County Special	\$ 6.17	
Water Conservation District	\$ 1.68	
Marble Falls ISD	<u>\$ 249.74</u>	
TOTAL MONIES DISBURSED	\$ 1,126.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$1,366.90 for tax years 2002-2016.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 519 & 520, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 212, Page 13 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND, ONE HUNDRED, TWENTY-SIX AND NO/100 DOLLARS (\$1,126.00) has been made by LONE OAK VENTURES, LLC, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 519 & 520, Castle Hills Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to LONE OAK VENTURES, LLC, for the sum of ONE THOUSAND, ONE HUNDRED, TWENTY-SIX AND NO/100 DOLLARS (\$1,126.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT



BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 546, 550, 582, 607, 634, 640 & 653, Greencastle Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 601.43	Burnet CAD
Burnet County	\$ 635.68	
Burnet County Special	\$ 65.13	
Water Conservation District	\$ 7.92	
Marble Falls ISD	\$ 2,563.43	
Marble Falls ISD EBU	\$ 98.41	
TOTAL MONIES DISBURSED	\$ 4,000.00	

Additional information on properties included in this bid:

- **This is the first time this property has been presented to the school board for re-sale consideration.**
- **The total amount due to Marble Falls ISD is \$9,360.67 for tax years 1983-2013.**
- **An aerial map has been included with this packet.**

Thank you for your attention to this matter. Please call us with any questions you may have.
Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 546, 550, 582, 607, 634, 640 & 653, Greencastle Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 159, Page 351 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) has been made by ROGER A. VAN VOORHEES, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 546, 550, 582, 607, 634, 640 & 653, Greencastle Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to ROGER A. VAN VOORHEES, for the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

PIDs 17657, 17666 + 17687



01/18/2016

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PIDs 17712 + 17755



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01/18/2016

161

PIDs 17738 + 17744



01/18/2016

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BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax
October 11, 2017

Kevin Naumann
President, Board of Trustees
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654

RE: Lots 1003 & 1004, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas Account #s 27731 & 27732 (2017 Assessed Value = \$2,250 each lot)

Dear President Naumann,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next Board of Trustees meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Board's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	\$ 28.00	Burnet Co. Clerk
Court Costs:	\$ 444.00	Burnet Co. Dist. Clerk
Abstract Fee:	\$ 175.00	MVBA
Attorney ad Litem fee:	\$ 250.00	MVBA
Due to Burnet Central Appraisal District		
City of Granite Shoals	\$ 73.52	Burnet CAD
Burnet County	\$ 64.68	
Burnet County Special	\$ 6.67	
Water Conservation District	\$ 1.16	
Marble Falls EBU	\$ 11.91	
Marble Falls ISD	<u>\$ 256.06</u>	
TOTAL MONIES DISBURSED	\$ 1,311.00	

Additional information on properties included in this bid:

- This is the first time this property has been presented to the school board for re-sale consideration.
- The total amount due to Marble Falls ISD is \$2,440.50 for tax years 1988-2015.
- An aerial map has been included with this packet.

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,
Stan Hemphill
Chief Appraiser
Enc.

**RESOLUTION PROVIDING FOR THE SALE
OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT
AT DELINQUENT TAX SALE**

WHEREAS, Lots 1003 & 1004, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas, being that property more particularly described in Volume 227, Page 121 of the Deed Records of Burnet County, Texas were offered for sale by the Sheriff at Burnet County, Texas at public auction pursuant to judgments of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEX.PROP.TAX CODE Section 34.01(j); and

WHEREAS, TEX.PROP.TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of ONE THOUSAND, THREE HUNDRED, ELEVEN AND NO/100 DOLLARS (\$1,311.00) has been made by LONE OAK VENTURES, LLC, said bid being less than the taxes due, and

THEREFORE, BE IT HEREBY RESOLVED by Board of Trustees of the Marble Falls Independent School District, that the President of the Board of Trustees of the Marble Falls Independent School District is hereby authorized to convey Lots 1003 & 1004, Live Oak Section, Sherwood Shores, City of Granite Shoals, Burnet County, Texas to LONE OAK VENTURES, LLC, for the sum of ONE THOUSAND, THREE HUNDRED, ELEVEN AND NO/100 DOLLARS (\$1,311.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____,
20__.

Kevin Naumann
President, Board of Trustees
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT



01/18/2016

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**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Request for Qualifications

The Marble Falls Independent School District (“District”) is seeking Submissions in response to this Request for Qualifications (“RFQ”) for architectural and engineering (“Architect”) Long-Range Space Programming and Master Planning Services for the following project:

Marble Falls ISD District-Wide Long-Range Space Programming and Master Planning Services

DEADLINE FOR SUBMISSIONS:

No later than 2:00 p.m. on Monday, November 6, 2017

Submissions shall be clearly marked:

“Submissions – Architectural and Engineering Services for District-Wide Long-Range Space Programming and Master Planning Services Project”

Submissions shall be delivered to:

Marble Falls Independent School District
Attention: Mr. Jeff Gasaway, Assistant Superintendent of Administration
1800 Colt Circle
Marble Falls, Texas 78654

In the event clarification or additional information is needed, you may contact Mr. Gasaway, Assistant Superintendent of Administration, at the address above or by e-mail at jgasaway@marblefallsisd.org.

The District reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the District in the selection process. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in the Submission.

By providing a Submission, each Architect agrees to waive any claim it has or may have against the District, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Submission; waiver of any requirements in the Request for Qualifications; acceptance or rejection of any Submission and award of a Contract.

The District’s form of agreement is included with this Request for Qualifications.

Introduction

The District invites architects and any other qualified professionals (“Architect”) to provide Submissions for architectural and engineering Long-Range Space Programming and Master Planning Services (“the Project”).

Overview

The Project consists of District-Wide Long-Range Space Programming and Master Planning Services in order to build upon the District’s 2017 Facilities Condition Assessment to plan for the long-range space programming and master plan for the District. The District seeks consideration to include the following:

1. Educational adequacy of all facilities;
2. Parity among school facilities;
3. Further assessment of the identification and ranking of facilities with deficiencies;
4. Cost estimates for repairing identified deficiencies;
5. Possible scenarios for facilities management, based on cost of maintenance, and possible new campus and/or realignment.

Further, items to be considered in the space programming and planning for the next five (5), seven (7), and ten (10) years, include the following:

1. School capacity
 - a. The number of students housed in temporary buildings
 - b. Capacity of core facilities
 - c. Availability of parking
 - d. Capacity of classrooms, hallways and lunchrooms
2. Support for programs – facility support for District programs
 - a. Academic Core spaces
 - b. Special Education
 - c. Ancillary Instruction
 - d. Art Classrooms and Labs
 - e. Music
 - f. Vocational
 - g. Athletic Facilities
 - h. Auditorium/Performing Arts
 - i. Media Center/libraries
3. Technology
 - a. Standardization of technology within the District
 - b. Technical/physical infrastructure support for technology systems
4. Security and supervision
5. Instructional Aids (e.g., Smart Boards)
6. Physical characteristics
 - a. Physical appearance
 - b. Building envelope, including roofs, windows, exterior doors

- c. Elevators (for buildings of more than one story)
 - d. Restrooms to meet TAS and water conservation standards
 - e. Common area finishes
 - f. Room finishes
 - g. HVAC and DDC controls
 - h. Energy efficiency including electricity, gas and water usage
 - i. Parking lots and driveways
 - j. Temporary buildings
 - k. Kitchen equipment
7. Learning environment
- a. Adequate space
 - b. Noise level and acoustics conducive to learning
 - c. Good indoor occupant temperature and lighting comfort
 - d. Environmental compliance
8. Relationship of spaces
- a. Facilities that are conducive to learning and appropriately designed based on use (e.g., administration is easily accessible at main entrance, student dining is offset from main school activities, adequate direction signage)

The facilities to be included in the Project are listed in Exhibit A. The budget for the Project will be determined by the District Board of Trustees (“Board”) in consultation with the selected firm. The District anticipates the Project submission (reports, analysis, cost estimates and forecasting) to be complete and provided to the District by February 1, 2018, with a presentation of the Architect’s reports, analysis, cost estimates and forecasting (Architect’s work product) during the District’s Board meeting currently planned for February 19, 2018.

Scope of Services

All architectural, engineering, and consulting services for the Project to support the District’s space programming and long-range master planning goals as determined necessary by the Board in consultation with the selected Architect. The District seeks planning for five (5), seven (7), and ten (10) years in the future. The Architect’s analysis shall consider input from the stakeholders. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives. Architect’s analysis, assessment, programming, Long-Range Master Planning submission shall incorporate the elements derived from the assessment and facilitate dialogue and planning for the future.

Contents of Submission

The Submission shall be concise and complete. The District will require **an original and ten (10) copies** of the Submission from all interested Architects. The original should not be permanently bound, so that additional copies can be made. The Submission should include information for evaluation of Architect’s experience with projects; quality of past projects; ability, capacity, skill and organization to complete the Project; character, integrity, reputation, judgment, experience and efficiency, and familiarity with design and legal requirements for the District’s projects, presented as:

1. A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection and signature of an authorized officer of the Architect who has legal authority in such matters.
2. A detailed statement of Architect's qualifications, which should include the following information:
 - the names and qualifications of consultants proposed for the Project;
 - all educational facilities in which Architect performed the same scope of services in the last seven (7) years and the name and phone number of the owner's representative for each project; and
 - all projects of any type currently in progress and the name and phone number of the owner's representative for each project.
3. Names and qualifications of Architect's employees and consultants (if any) proposed to be responsible for the Project.
4. A description of Architect's process for projects of this type.
5. The District requires all Architects to carry professional liability, general liability, auto liability and worker's compensation/employer's liability insurance coverage. Professional liability insurance should remain in force during the term of contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and worker's compensation/employer's liability insurance coverage.
6. Identify all projects within the past seven (7) years on which Architect rendered professional services on which a claim was asserted. "Claim" means litigation, submission to a dispute resolution board, or the use of other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; the identity of the owner, architect or consultant, and contractor; whether Architect, or Architect's agents, employees or consultants, was a party or alleged to have some responsibility for the claim; and the disposition of the matter.

Method of Selection

The Administration will conduct an advisory ranking of the Submissions. The District may request presentations and/or interview some or all of those who submitted in response to this RFQ. If the District decides to request presentations and/or interviews, the presentations and/or interviews will be limited in scope to the criteria set forth in the RFQ. The District currently anticipates Board action to select the most highly qualified Architect during the Board meeting on or about Monday, November 13, 2017.

The Submissions will be evaluated and ranked on the basis of the following criteria:

1. Experience with projects which include public schools of this type.
2. Quality of past projects.
3. Ability, capacity, skill, and organization to complete the assessment, planning and consulting needs for the Project within budget and required schedule.
4. The character, integrity, reputation, judgment, experience, and efficiency of the Architect.
5. Familiarity with the requirements of the State of Texas, Texas Education Agency, Texas Department of Licensing and Regulation, the County, City, and other entities having jurisdiction.

The District will first select the most highly qualified Architect based on demonstrated competence and qualifications, and then attempt to negotiate with the Architect a fair and reasonable fee. TEX. GOV'T CODE §2254.004.

Texas Administrative Code, Title 22, Rule §1.147 provides: “An Architect may submit information related to the monetary cost of a professional service, including information found in a fee schedule, only after the governmental entity has selected the Architect on the basis of demonstrated competence and qualifications pursuant to the Professional Services Procurement Act.”

Exhibit A:

Marble Falls ISD Facilities for the Project Include:

All existing facilities and currently forecasted facilities:

Central Office
Colt Elementary School
Falls Career High School
High School
Highland Lakes Elementary School
Maintenance Facility
Marble Falls Elementary School
Middle School
Spicewood Elementary School
Technology Center
Transportation Facility
Transition House

Marble Falls ISD also seeks an analysis of new potential campus and ancillary educational facilities.

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
PLANNING 2017**

	Proposer 1	Proposer 2	Proposer 3	Proposer 4	Proposer 5	Proposer 6
Experience with projects [25 POINTS]						
Quality of past projects [25 POINTS]						
Ability, capacity, skill and organization [15 POINTS]						
Character, integrity, reputation, judgment, experience and efficiency [25 POINTS]						
Familiarity with requirements [10 POINTS]						
TOTAL	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND SEVENTEEN
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Marble Falls ISD Long-Range Space Programming and Master Planning Services

DRAFT FOR RFQ FOR A/E

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Marble Falls ISD Long-Range Space Programming and Master Planning Services: Architect shall provide its professional services for Long-Range Space Programming and Master Planning, including a review of the District's 2017 facilities assessment documents, for the District's facilities. Architect's analysis shall include the analysis of current and future campus and ancillary educational facilities. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives. Architect's analysis, assessment, programming, and Long-Range Master Planning shall incorporate the elements derived from the assessment and facilitate dialogue.

§ 1.1.2 The

(Paragraphs deleted)

Architect will deliver its completed work product for the Project on or before February 1, 2018.

§ 1.1.3

(Paragraphs deleted)

[Paragraph Deleted.]

§ 1.1.4

(Paragraphs deleted)

Init.

[Paragraph Deleted.]

§ 1.1.5

(Paragraphs deleted)

[Paragraph Deleted.]

§ 1.1.6

(Paragraphs deleted)

[Paragraph Deleted.]

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Mr. Jeff Gasaway
Assistant Superintendent of Administration
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Dr. Chris Allen
Superintendent of Schools
Mr. Jeff Gasaway
Assistant Superintendent of Administration
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability: Architect	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
Architect's Consultants	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.

Commercial General Liability:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit
Excess Umbrella Liability	\$5,000,000.00

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.
- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

(Paragraphs deleted)

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 or designated as Basic Services in Article 4 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given without the Architect’s written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 Architect shall provide any necessary update to the District-wide site and facilities assessment, as applicable, and shall provide space programming, design and master planning in order to assess and plan the management of Owner’s current facilities. This includes a survey of all Owner facilities that addresses the following issues:

- .1 Educational adequacy of all facilities;
- .2 Parity among school facilities;
- .3 Cost estimates for repairing identified deficiencies;
- .4 Possible scenarios for facilities management, based on cost of maintenance, closure, and/or realignment.

§ 3.1.8 Items to be considered in the Project include but are not limited to, the following:

- .1 School capacity
 - i. The number of students housed in temporary buildings
 - ii. Capacity of core facilities
 - iii. Availability of parking
 - iv. Capacity of classrooms, hallways and lunchrooms
- .2 Support for programs – facility support for District programs
 - v. Academic Core spaces
 - vi. Special Education
 - vii. Ancillary Instruction
 - viii. Art Classrooms and Labs
 - ix. Music

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- x. Vocational
- xi. Athletic Facilities
- xii. Auditorium/Performing Arts
- xiii. Media Center/libraries
- .3 Technology
 - xiv. Standardization of technology within the District
 - xv. Technical/physical infrastructure support for technology systems
- .4 Security and supervision
- .5 Instructional Aids (e.g., Smart Boards)
- .6 Physical characteristics (Consideration and update, as appropriate to 2014 Facilities Survey)
 - xvi. Physical appearance
 - xvii. Building envelope, including roofs, windows, exterior doors
 - xviii. Elevators (for buildings of more than one story)
 - xix. Restrooms to meet TAS and water conservation standards
 - xx. Common area finishes
 - xxi. Room finishes
 - xxii. HVAC and DDC controls
 - xxiii. Energy efficiency including electricity, gas and water usage
 - xxiv. Parking lots and driveways
 - xxv. Temporary buildings
 - xxvi. Kitchen equipment
- .7 Learning environment
 - xxvii. Adequate space
 - xxviii. Noise level and acoustics conducive to learning
 - xxix. Good indoor occupant temperature and lighting comfort
 - xxx. Environmental compliance
- .8 Relationship of spaces
 - xxxi. Facilities are conducive to learning and appropriately designed based on use (e.g., administration is easily accessible at main entrance, student dining is offset from main school activities, adequate direction signage)
- .9 Reference the data for the District's 2014 Facilities Survey

§ 3.1.9 Architect's Basic Services also include the following:

- .1 Programming: As part of Basic Services, Architect will assist Owner in jointly developing and refining Owner's program.
- .2 Multiple Preliminary Designs: As part of Basic Services, Architect will provide no more than three (3) different design options per project.
- .3 Existing Facilities Surveys: As part of Basic Services, Architect shall review and analyze for inclusion in the facilities report any existing facilities surveys provided by Owner in hardcopy or .dwg files, if available.
- .4 Value Analysis: Architect to provide these services indicated in sections 3.2, 3.3, and 3.4 as part of Basic Services. Effort beyond Sections 3.2, 3.3, and 3.4 are Additional Services, if approved by Owner in writing prior to such costs being incurred. Owner shall not incur any costs related to Additional Services not previously approved in writing.
- .5 Detailed Cost Estimating: Preliminary opinions of the probable Cost of Work provided in Basic Services will be limited to current area, volumetric, or other conceptual methods. Architect to provide independent, third party professional as Additional Service for detailed cost estimating, if approved by Owner in writing prior to such costs being incurred. Owner shall not incur any costs related to Additional Services not previously approved in writing.
- .6 Security Evaluation and Planning: As part of Basic Services, Architect to provide input based on his public school experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience than that possessed by the Architect, then a security consultant would be hired as an Additional Service, upon prior written approval by Owner. Owner shall not incur any costs related to Additional Services not previously approved in writing.

§ 3.1.10 Architect will conduct meetings with Owner staff as designated by Owner and distribute "questionnaires" to collect information involving facility needs. Architect will conduct meetings with the community and a committee of interested parties, and include the input of the community and committee in its report(s) to the Owner. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives. Architect's analysis, assessment, programming, and Long-Range/Master Planning shall incorporate the elements derived from the facilitated dialogue.

§ 3.1.11 Architect will conduct a Project In-brief and Out-brief with appropriate Owner staff and committee designated by the Owner to establish the full scope of the Project and determine the final format in which to present the data. Architect will use data including previous facilities studies and related information.

§ 3.1.12 Architect will visit all school sites and all support facility sites for its Project. The Architect's team will include licensed architects, mechanical engineers, plumbing engineers, electrical engineers, civil engineers, and building envelope specialists, as appropriate.

§ 3.1.13 Architect will document findings for the Project. The final output will be customized to meet the needs of the Owner.

§ 3.2 Schematic Design Phase Services – NOT APPLICABLE

(Paragraphs deleted)

§ 3.3 Design Development Phase Services – NOT APPLICABLE

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services – NOT APPLICABLE

(Paragraphs deleted)

§ 3.5 Procurement Phase Services – NOT APPLICABLE

(Paragraphs deleted)

§ 3.6 Construction Phase Services – NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2 or 11.1, if designated as part of Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Surveys	
§ 4.1.1.32 Geotechnical Engineering	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;
- .2 [Section Deleted.];
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 [Section Deleted.];
- .6 [Section Deleted.];
- .7 [Section Deleted.];
- .8 [Section Deleted.];
- .9 [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 [Section Deleted.].

§ 4.2.2

(Paragraphs deleted)

[Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 _____ (____) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [Section Deleted.]
- .3 _____ (____) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 _____ (____) inspections for any portion of the Work to determine final completion.
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

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ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 [Paragraph Deleted.]

§ 5.3 [Paragraph Deleted.]

§ 5.4 [Paragraph Deleted.]

§ 5.5 [Paragraph Deleted.]

§ 5.6 [Paragraph Deleted.]

§ 5.7 [Paragraph Deleted.]

§ 5.8 [Paragraph Deleted.]

§ 5.9 [Paragraph Deleted.]

§ 5.10 [Paragraph Deleted.]

§ 5.11 [Paragraph Deleted.]

§ 5.12 [Paragraph Deleted.]

§ 5.13 [Paragraph Deleted.]

§ 5.14 [Paragraph Deleted.]

§ 5.15 [Paragraph Deleted.]

ARTICLE 6 COST OF THE WORK – NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect’s and the Architect’s consultants’ Instruments of Service for information and reference in connection with the Owner’s use and occupancy of the Project and future projects contemplated, based upon the Project.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project and future projects contemplated, based upon the Project. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers,

as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project and future projects contemplated, based upon the Project.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 7.4 Except for the licenses granted in this Article 7 and Article 11, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Section Deleted.]

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7

(Paragraphs deleted)

[Paragraph Deleted.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project,

provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.11 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.12 Pursuant to Texas Education Code section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.13 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.14 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

§ 10.15 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.16 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.17 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.18 Pursuant to Texas Government Code Chapter 2270, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3 and identified in Article 4, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2
(Paragraphs deleted)
[Paragraph Deleted.]

.3
(Paragraphs deleted)
[Paragraph Deleted.]

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (___%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	N/A	percent (	0	%)
Design Development Phase	N/A	percent (	0	%)
Construction Documents Phase	N/A	percent (	0	%)
Procurement Phase	N/A	percent (	0	%)
Construction Phase	N/A	percent (	0	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 [Subsection Deleted.];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 [Subsection Deleted.];
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.];
- .8 [Subsection Deleted.];
- .9 [Subsection Deleted.];
- .10 [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (___%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of _____ AND _____/100 DOLLARS (\$ _____) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.11 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

The Owner shall have the right to use the Architect's Instruments of Service and to make Works thereof for the purpose of completing the Project and providing the basis of future projects.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

§ 12.2 Notwithstanding anything set forth in this Agreement to the contrary, the scope of this Agreement is limited to Long-Range Space Programming and Master Planning Services, which includes Facility Study Planning Services, Site and Facilities Evaluation in light of the facilities assessment of 2017, Evaluation of Alternatives assistance (including, but not limited to long-range/master planning and space programming, including cost estimating) services, as described in this Agreement, which are included in Basic Services.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT _____

OWNER *(Signature)*

Dr. Chris Allen, Superintendent of Schools
(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:33:18 on 10/13/2017.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND SEVENTEEN

...

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

...

Marble Falls ISD Long-Range Space Programming and Master Planning Services

...

DRAFT FOR RFQ FOR A/E

PAGE 2

Marble Falls ISD Long-Range Space Programming and Master Planning Services: Architect shall provide its professional services for Long-Range Space Programming and Master Planning, including a review of the District's 2017 facilities assessment documents, for the District's facilities. Architect's analysis shall include the analysis of current and future campus and ancillary educational facilities. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives. Architect's analysis, assessment, programming, and Long-Range Master Planning shall incorporate the elements derived from the assessment and facilitate dialogue.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Architect will deliver its completed work product for the Project on or before February 1, 2018.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

[Paragraph Deleted.]

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 — Design phase milestone dates, if any:

.2 — Construction commencement date:

.3 — Substantial Completion date or dates:

.4 — Other milestone dates:

[Paragraph Deleted.]

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

[Paragraph Deleted.]

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

[Paragraph Deleted.]

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

PAGE 3

Mr. Jeff Gasaway
Assistant Superintendent of Administration
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

...

Dr. Chris Allen
Superintendent of Schools
Mr. Jeff Gasaway
Assistant Superintendent of Administration
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation:
(Including Waiver of Subrogation
Endorsement)

All liability arising out of Architect's
employment of workers and anyone for whom
Architect shall be liable for Worker's
Compensation claims. Worker's Compensation is
required and no "alternative" form of insurance
shall be permitted.

Professional Liability:
Architect

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Architect's Consultants

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Commercial General Liability:

Each Occurrence
General Aggregate
Personal and Advertising Injury

\$1,000,000.00
\$2,000,000.00
\$1,000,000.00 each person

Automobile Liability

\$1,000,000.00 combined single limit

Excess Umbrella Liability

\$5,000,000.00

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.
- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing

- liability.
- 4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
 - 5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than — (\$ —) each accident, — (\$ —) each employee, and — (\$ —) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects,

and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and ~~electrical~~-electrical and civil engineering services. Services not set forth in this Article 3 or designated as Basic Services in Article 4 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

PAGE 7

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Project, subject to review and approval of the Owner.

§ 3.1.7 Architect shall provide any necessary update to the District-wide site and facilities assessment, as applicable, and shall provide space programming, design and master planning in order to assess and plan the management of Owner's current facilities. This includes a survey of all Owner facilities that addresses the following issues:

- .1 Educational adequacy of all facilities;
- .2 Parity among school facilities;
- .3 Cost estimates for repairing identified deficiencies;
- .4 Possible scenarios for facilities management, based on cost of maintenance, closure, and/or realignment.

§ 3.1.8 Items to be considered in the Project include but are not limited to, the following:

- .1 School capacity
 - i. The number of students housed in temporary buildings
 - ii. Capacity of core facilities
 - iii. Availability of parking
 - iv. Capacity of classrooms, hallways and lunchrooms
- .2 Support for programs – facility support for District programs
 - v. Academic Core spaces
 - vi. Special Education
 - vii. Ancillary Instruction
 - viii. Art Classrooms and Labs
 - ix. Music
 - x. Vocational
 - xi. Athletic Facilities
 - xii. Auditorium/Performing Arts
 - xiii. Media Center/libraries
- .3 Technology
 - xiv. Standardization of technology within the District
 - xv. Technical/physical infrastructure support for technology systems
- .4 Security and supervision

- .5 Instructional Aids (e.g., Smart Boards)
- .6 Physical characteristics (Consideration and update, as appropriate to 2014 Facilities Survey)
 - xvi. Physical appearance
 - xvii. Building envelope, including roofs, windows, exterior doors
 - xviii. Elevators (for buildings of more than one story)
 - xix. Restrooms to meet TAS and water conservation standards
 - xx. Common area finishes
 - xxi. Room finishes
 - xxii. HVAC and DDC controls
 - xxiii. Energy efficiency including electricity, gas and water usage
 - xxiv. Parking lots and driveways
 - xxv. Temporary buildings
 - xxvi. Kitchen equipment
- .7 Learning environment
 - xxvii. Adequate space
 - xxviii. Noise level and acoustics conducive to learning
 - xxix. Good indoor occupant temperature and lighting comfort
 - xxx. Environmental compliance
- .8 Relationship of spaces
 - xxxi. Facilities are conducive to learning and appropriately designed based on use (e.g., administration is easily accessible at main entrance, student dining is offset from main school activities, adequate direction signage)
- .9 Reference the data for the District's 2014 Facilities Survey

§ 3.1.9 Architect's Basic Services also include the following:

- .1 Programming: As part of Basic Services, Architect will assist Owner in jointly developing and refining Owner's program.
- .2 Multiple Preliminary Designs: As part of Basic Services, Architect will provide no more than three (3) different design options per project.
- .3 Existing Facilities Surveys: As part of Basic Services, Architect shall review and analyze for inclusion in the facilities report any existing facilities surveys provided by Owner in hardcopy or .dwg files, if available.
- .4 Value Analysis: Architect to provide these services indicated in sections 3.2, 3.3, and 3.4 as part of Basic Services. Effort beyond Sections 3.2, 3.3, and 3.4 are Additional Services, if approved by Owner in writing prior to such costs being incurred. Owner shall not incur any costs related to Additional Services not previously approved in writing.
- .5 Detailed Cost Estimating: Preliminary opinions of the probable Cost of Work provided in Basic Services will be limited to current area, volumetric, or other conceptual methods. Architect to provide independent, third party professional as Additional Service for detailed cost estimating, if approved by Owner in writing prior to such costs being incurred. Owner shall not incur any costs related to Additional Services not previously approved in writing.
- .6 Security Evaluation and Planning: As part of Basic Services, Architect to provide input based on his public school experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience than that possessed by the Architect, then a security consultant would be hired as an Additional Service, upon prior written approval by Owner. Owner shall not incur any costs related to Additional Services not previously approved in writing.

§ 3.1.10 Architect will conduct meetings with Owner staff as designated by Owner and distribute "questionnaires" to collect information involving facility needs. Architect will conduct meetings with the community and a committee of interested parties, and include the input of the community and committee in its report(s) to the Owner. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives. Architect's analysis, assessment, programming, and Long-Range/Master Planning shall incorporate the elements derived from the facilitated dialogue.

§ 3.1.11 Architect will conduct a Project In-brief and Out-brief with appropriate Owner staff and committee designated by the Owner to establish the full scope of the Project and determine the final format in which to present the data. Architect will use data including previous facilities studies and related information.

§ 3.1.12 Architect will visit all school sites and all support facility sites for its Project. The Architect's team will include licensed architects, mechanical engineers, plumbing engineers, electrical engineers, civil engineers, and building envelope specialists, as appropriate.

§ 3.1.13 Architect will document findings for the Project. The final output will be customized to meet the needs of the Owner.

§ 3.2 Schematic Design Phase Services – NOT APPLICABLE

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

§ 3.3 Design Development Phase Services – NOT APPLICABLE

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and~~

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services – NOT APPLICABLE

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services – NOT APPLICABLE

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 — facilitating the distribution of Bidding Documents to prospective bidders;
- .2 — organizing and conducting a pre-bid conference for prospective bidders;
- .3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services – NOT APPLICABLE

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 3.6.3 Certificates for Payment to Contractor~~

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

~~§ 3.6.4 Submittals~~

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

~~§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to~~

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

~~§ 3.6.4.4~~ Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.5~~ The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1~~ The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.5.2~~ The Architect shall maintain records relative to changes in the Work.

~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1~~ The Architect shall:

- ~~.1~~ — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- ~~.2~~ — issue Certificates of Substantial Completion;
- ~~.3~~ — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- ~~.4~~ — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

~~§ 3.6.6.3~~ When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5~~ Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

~~§ 4.1.1~~ The services listed below are not included in Basic Services but may be required for the Project. Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section ~~11.2-11.2~~ or 11.1, if designated as part of Basic Services. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 10

§ 4.1.1.31 Surveys	
§ 4.1.1.32 Geotechnical Engineering	

PAGE 11

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. ~~Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; ~~Work;~~
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; ~~[Section Deleted.];~~

...

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; ~~or~~
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients; ~~[Section Deleted.];~~
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; ~~[Section Deleted.];~~
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; ~~[Section Deleted.];~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; ~~[Section Deleted.];~~
- .9 Evaluation of the qualifications of entities providing bids or proposals; ~~[Section Deleted.];~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; ~~or, construction.~~
- .11 Assistance to the Initial Decision Maker, if other than the Architect. ~~[Section Deleted.].~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

~~.5~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. [Paragraph Deleted.]

...

- ~~.1~~ (—) () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- ~~.2~~ (—) visits to the site by the Architect during construction [Section Deleted.]
- ~~.3~~ (—) () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~.4~~ (—) () inspections for any portion of the Work to determine final completion.
- ~~.5~~ The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

~~§ 4.2.4~~ Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. [Paragraph Deleted.]

~~§ 4.2.5~~ If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. [Paragraph Deleted.]

PAGE 12

~~§ 5.2~~ The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. [Paragraph Deleted.]

~~§ 5.3~~ The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. [Paragraph Deleted.]

~~§ 5.4~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. [Paragraph Deleted.]

~~§ 5.5~~ The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. [Paragraph Deleted.]

~~§ 5.6~~ The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1. [Paragraph Deleted.]

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. [Paragraph Deleted.]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. [Paragraph Deleted.]

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. [Paragraph Deleted.]

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. [Paragraph Deleted.]

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. [Paragraph Deleted.]

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. [Paragraph Deleted.]

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. [Paragraph Deleted.]

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. [Paragraph Deleted.]

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. [Paragraph Deleted.]

ARTICLE 6 COST OF THE WORK – NOT APPLICABLE

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

~~§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 terminate in accordance with Section 9.5;~~
- ~~.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,~~
- ~~.5 implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

...

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project and future projects contemplated, based upon the Project.~~

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. Project and future projects contemplated, based upon the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's~~

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate the Project and future projects contemplated, based upon the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 7.4 Except for the licenses granted in this Article ~~7,7~~ and Article 11, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 ~~Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.

PAGE 13

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~ law.

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~ the initiation of litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

PAGE 14

[] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration [Section Deleted.]

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an~~

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Owner.

~~§ 9.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies

~~§ 9.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice. upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

...

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

[Paragraph Deleted.]

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement ~~are is~~ set forth in Article 7 and Section 9.7.7.

...

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

...

~~§ 10.6~~ ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

~~§ 10.7~~ ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

~~§ 10.8~~ If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

~~§ 10.8.1~~ The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

~~§ 10.10~~ In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

~~§ 10.11~~ By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or

application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.12 Pursuant to Texas Education Code section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.13 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.14 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

§ 10.15 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.16 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.17 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.18 Pursuant to Texas Government Code Chapter 2270, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 11.1 For the Architect's Basic Services described under Article 3, 3 and identified in Article 4, the Owner shall compensate the Architect as follows:

PAGE 17

.2 Percentage Basis
—— (Insert percentage value)

—— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. [Paragraph Deleted.]

.3 Other
—— (Describe the method of compensation)

[Paragraph Deleted.]

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~—~~%), percent (%), or as follows:

...

Schematic Design Phase	<u>N/A</u>	percent (	<u>0</u>	)	(	<u>0</u>)
Design Development Phase	<u>N/A</u>	percent (	<u>0</u>	)	(	<u>0</u>)
Construction Documents Phase	<u>N/A</u>	percent (	<u>0</u>	)	(	<u>0</u>)
Procurement Phase	<u>N/A</u>	percent (	<u>0</u>	)	(	<u>0</u>)
Construction Phase	<u>N/A</u>	percent (	<u>0</u>	)	(	<u>0</u>)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

PAGE 18

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be ~~adjusted in accordance with the Architect's and Architect's consultants' normal review practices~~ fixed for the term of this Agreement.

...

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~ subsistence except travel to and from the Project site;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ [Subsection Deleted.];

...

- .5 ~~Postage, handling, and delivery;~~ [Subsection Deleted.];

...

- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~ [Subsection Deleted.];
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ [Subsection Deleted.];
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~ [Subsection Deleted.];
- .10 ~~Site office expenses;~~ [Subsection Deleted.];
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~ Objective.
- .12 ~~Other similar Project-related expenditures;~~ [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~%) percent (%) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of (~~\$—~~) ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) AND /100 DOLLARS (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

PAGE 19

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.

...

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable ~~for the amounts in a binding dispute resolution proceeding.~~ liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.11 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

The Owner shall have the right to use the Architect's Instruments of Service and to make Works thereof for the purpose of completing the Project and providing the basis of future projects.

...

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

§ 12.2 Notwithstanding anything set forth in this Agreement to the contrary, the scope of this Agreement is limited to Long-Range Space Programming and Master Planning Services, which includes Facility Study Planning Services, Site and Facilities Evaluation in light of the facilities assessment of 2017, Evaluation of Alternatives assistance (including, but not limited to long-range/master planning and space programming, including cost estimating) services, as described in this Agreement, which are included in Basic Services.

PAGE 20

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

...

Dr. Chris Allen, Superintendent of Schools

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ann E. Greenberg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:33:18 on 10/13/2017 under Order No. 0175484999 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Marble Falls ISD

**Marble Falls ISD District-Wide Long-Range
Space Programming and Master Planning
Services**



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Marble Falls ISD District-Wide Long-Range Space Programming and Master Planning Services

- **The Project consists of District-Wide Long-Range Space Programming and Master Planning Services in order to build upon the District's 2017 Facilities Condition Assessment to plan for the long-range space programming and master plan for the District.**



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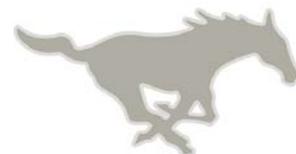
Key Elements

- **Educational adequacy of all facilities;**
- **Parity among school facilities;**
- **Further assessment of the identification and ranking of facilities with deficiencies;**
- **Cost estimates for repairing identified deficiencies;**
- **Possible scenarios for facilities management, based on cost of maintenance, and possible new campus and/or realignment.**



School Capacity

- **The number of students housed in temporary buildings**
- **Capacity of core facilities**
- **Availability of parking**
- **Capacity of classrooms, hallways and lunchrooms**



Support for programs – facility support for District programs

- **Academic Core spaces**
- **Special Education**
- **Ancillary Instruction**
- **Art Classrooms and Labs**
- **Music**
- **Vocational**
- **Athletic Facilities**
- **Auditorium/Performing Arts**
- **Media Center/libraries**



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Technology

- **Standardization of technology within the District**
- **Technical/physical infrastructure support for technology systems**



Learning Environment

- **Adequate space**
- **Noise level and acoustics conducive to learning**
- **Good indoor occupant temperature and lighting comfort**
- **Environmental compliance**



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Relationship of Spaces

- **Facilities are conducive to learning and appropriately designed based on use (e.g., administration is easily accessible at main entrance, student dining is offset from main school activities, adequate direction signage)**



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Scope of Service

- **All architectural, engineering, and consulting services for the Project to support the District's space programming and long-range master planning goals as determined necessary by the Board in consultation with the selected Architect.**
- **The District seeks planning for 5, 7, and 10 years in the future.**
- **The Architect's analysis shall consider input from the stakeholders. Architect shall facilitate dialogue with stakeholders, including community members, committee(s), school district employees and representatives.**
- **Architect's analysis, assessment, programming, Long-Range Master Planning submission shall incorporate the elements derived from the assessment and facilitate dialogue and planning for the future.**



Rubric

- **The Submissions will be evaluated and ranked on the basis of the following criteria:**
- **Experience with projects which include public schools of this type.**
- **Quality of past projects.**
- **Ability, capacity, skill, and organization to complete the assessment, planning and consulting needs for the Project within budget and required schedule.**
- **The character, integrity, reputation, judgment, experience, and efficiency of the Architect.**
- **Familiarity with the requirements of the State of Texas, Texas Education Agency, Texas Department of Licensing and Regulation, the County, City, and other entities having jurisdiction.**



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Timeline

- **October 16, 2018 – Review District-Wide Long-Range Space Programming and Master Planning Service Project with Board of Trustees The Submissions will be evaluated and ranked on the basis of the following criteria:**
- **October 17, 2018 – Submit RFQ to Newspaper, Website and other appropriate places**
- **November 6, 2017 – 2:00 PM – RFQ proposals are required to be submitted**
- **November – February – Select and work with 1 company on project.**
- **February 19, 2018 – Presentation of Findings to Board of Trustees**



Questions?



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**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Marble Falls ISD

Maintenance Projects

October 16, 2017



Transportation Facility Project

- **Scope**
 - **Move existing MFISD Transportation Facility from its current location to the corner of Colt Circle and Indian Trail**
- **Proposal Amount**
 - **Approximately \$1,700,000**
- **Funds to be used**
 - **Fund Balance**





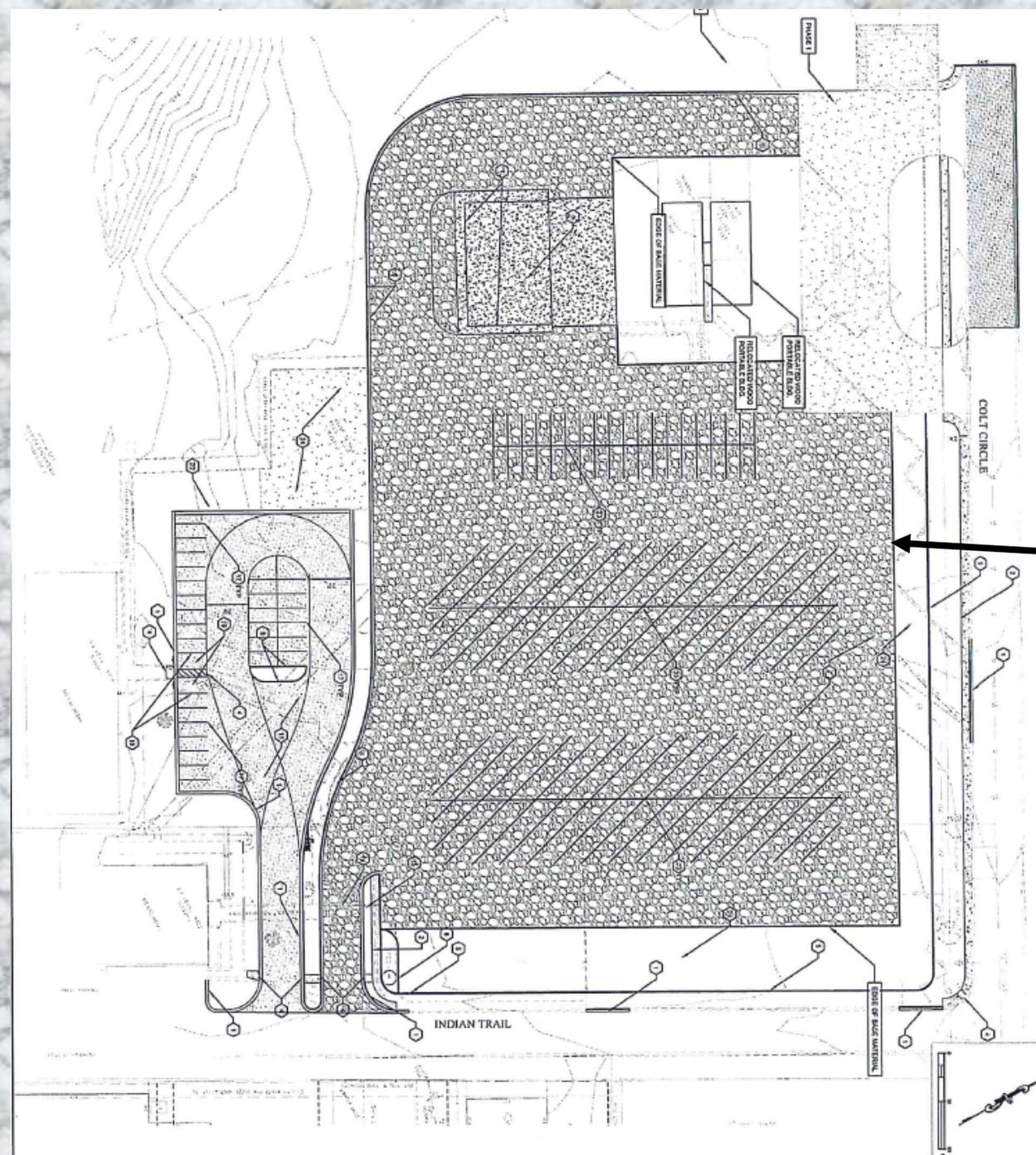
Marble Falls ISD - 1800 Colt Circle



Phase 2

- Renovate Gym to Bus Repair
- Bus Parking, White Fleet Parking, and Staff Parking
- Small Parking Lot for Professional Development

234

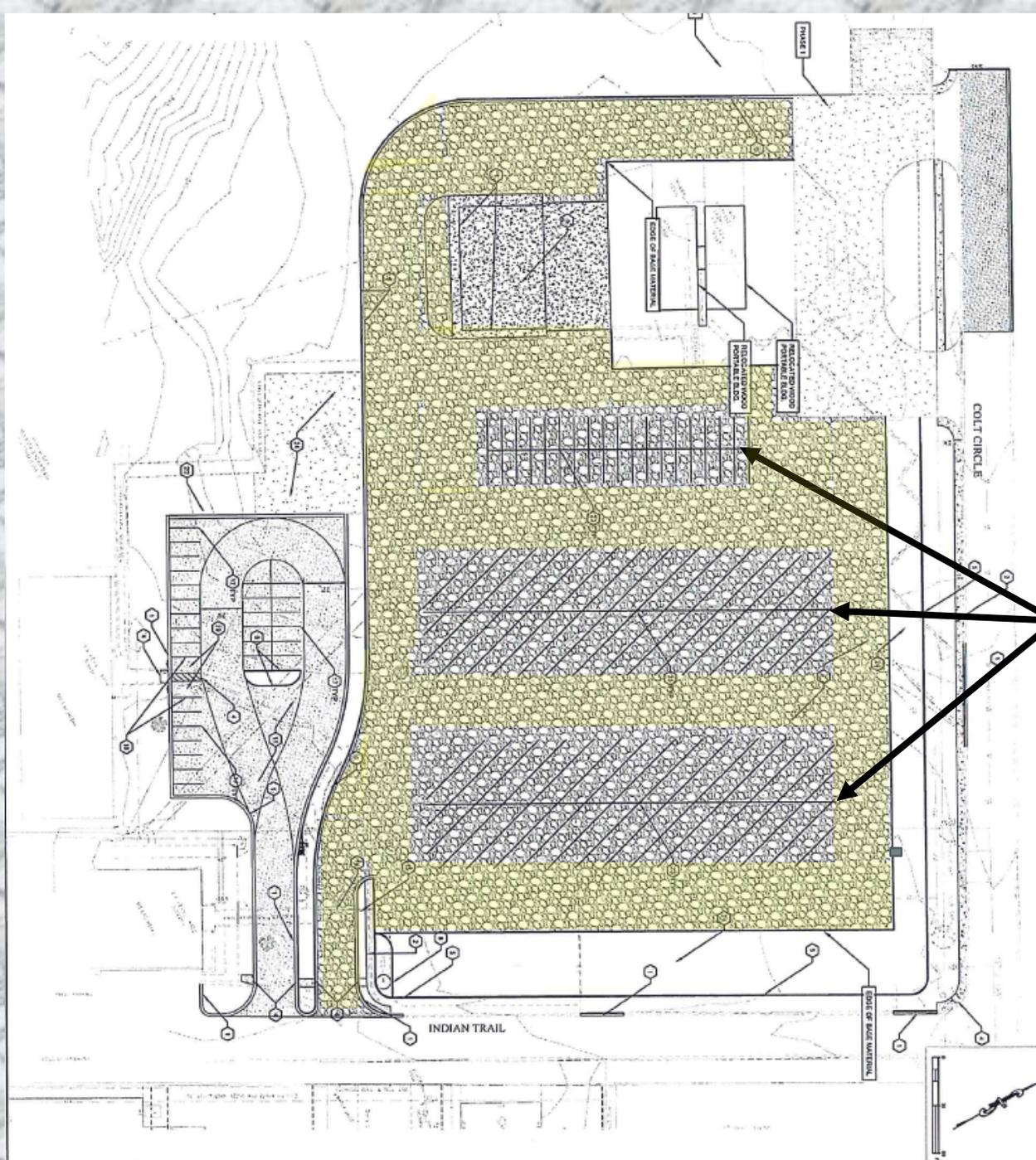


Surface - TRUEGRID



Phase 2

- **Amendment**
 - **TRUEGRID** in areas of parking but **concrete/asphalt** in straightaways
 - **Would require Retention Pond**



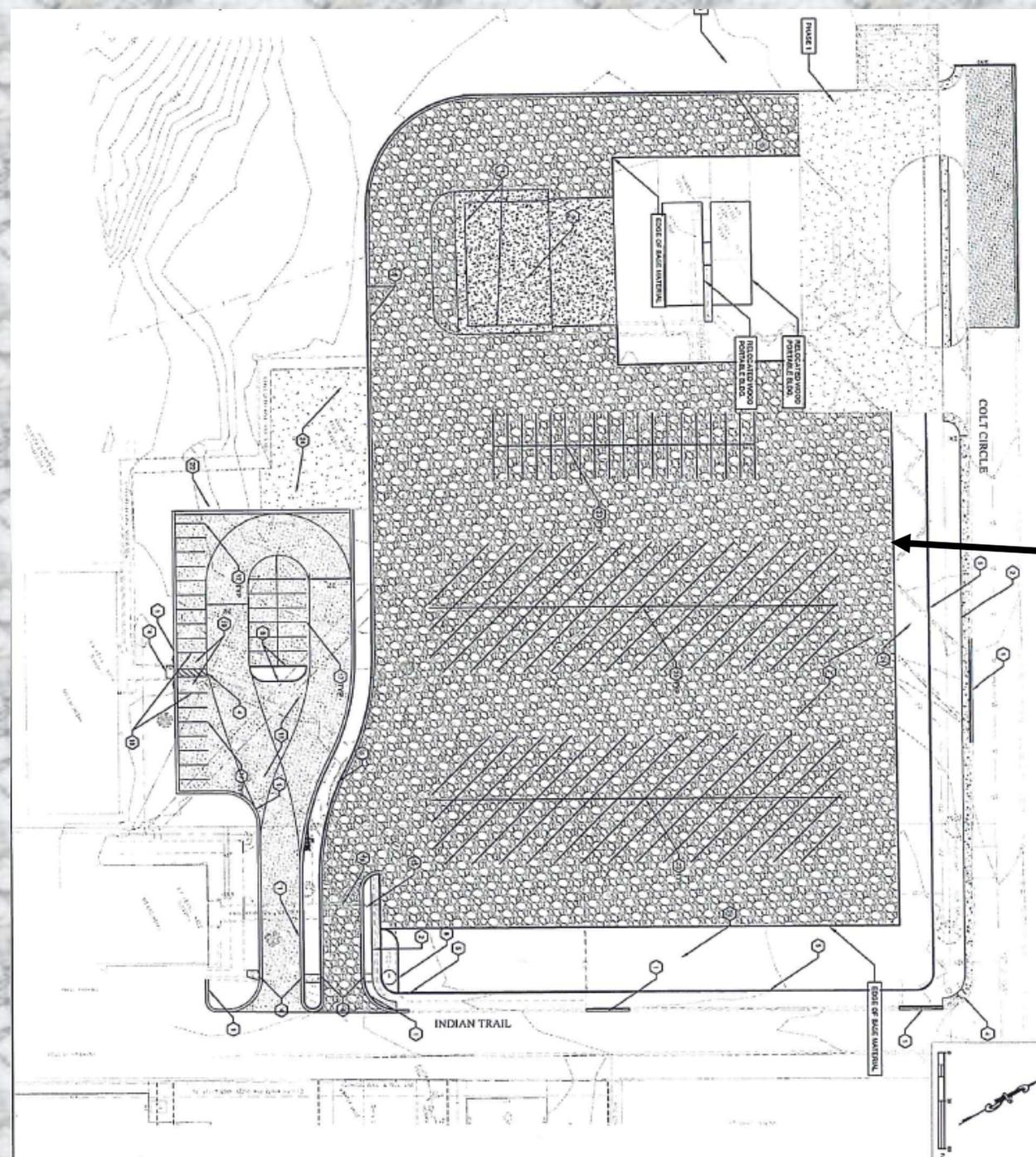
Surface - TRUEGRID

**Gold Surface is
concrete or asphalt**



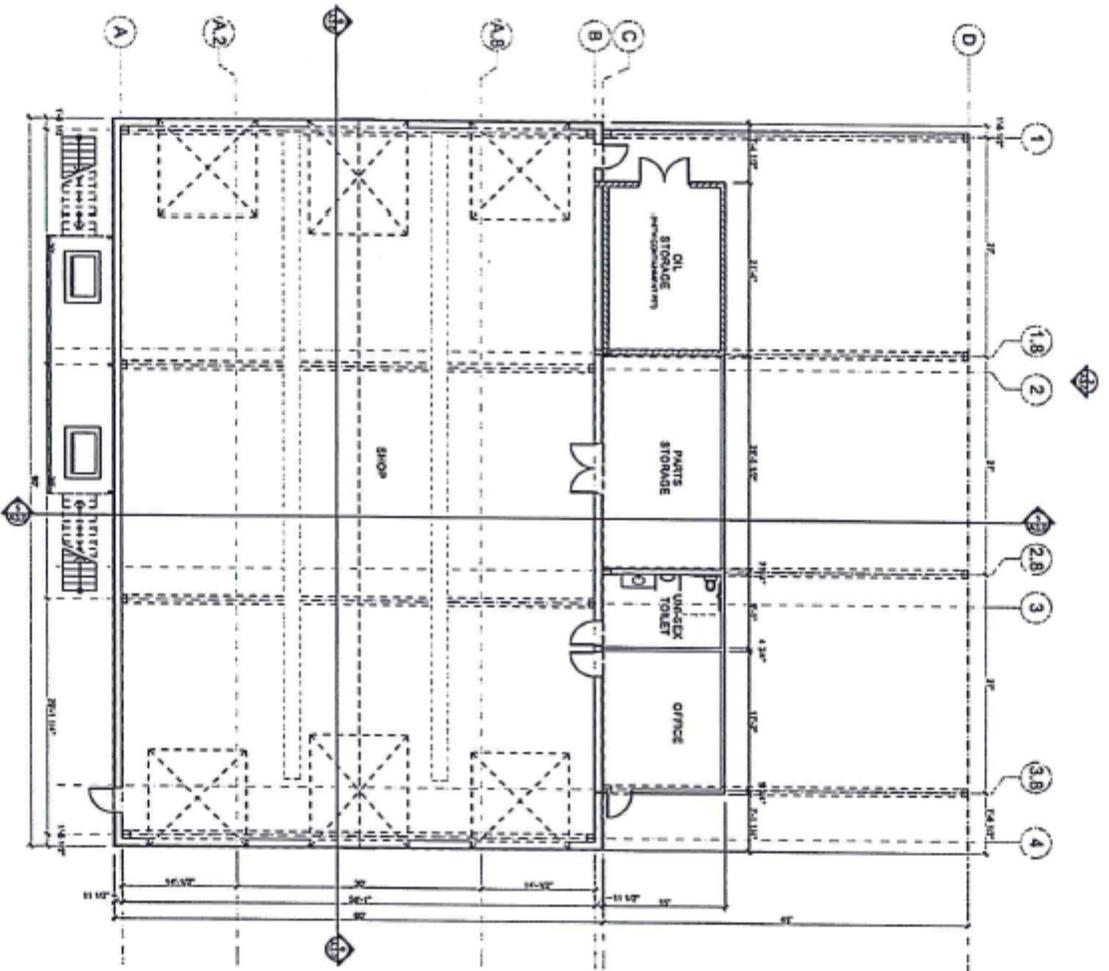
Phase 2

- **Amendment**
 - **All surface would be concrete/asphalt**
- **Would require Retention Pond**



Surface – Concrete or Asphalt



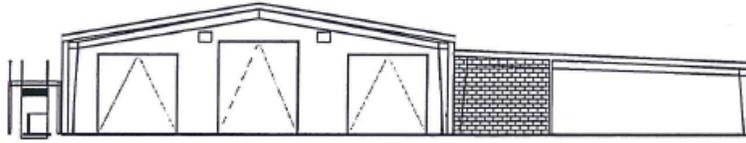


PLAN NORTH

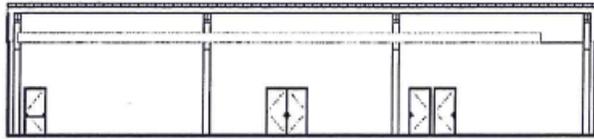
1 FLOOR PLAN - PROPOSED

<p>A2.1</p>	<p>JACKSON ASSOCIATES ARCHITECTURE & PLANNING</p> <p>Phone: 362.779.8887 P.O. BOX 646 Marble Falls, Texas 78654</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION, PERMITS, OR CONTRACTS</p> <p>Prepared and issued for the purpose of: BUS MAINTENANCE FACILITY for Marble Falls ISD a subsidiary of the City of Marble Falls, Texas</p>	<p>BUS MAINTENANCE FACILITY MARBLE FALLS ISD INDIAN TRAIL MARBLE FALLS, TX 78654</p>
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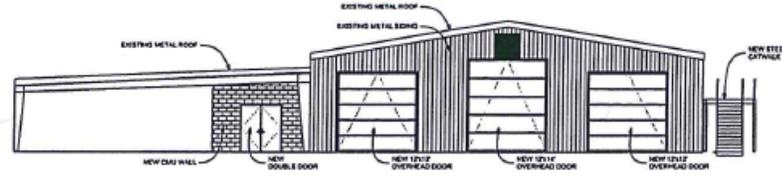




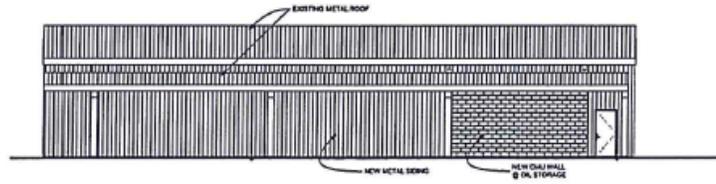
5 SECTION
SCALE: 1/8" = 1'-0"



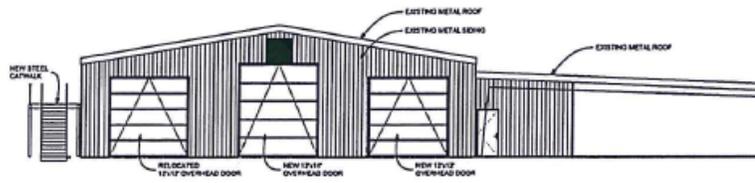
6 SECTION
SCALE: 1/8" = 1'-0"



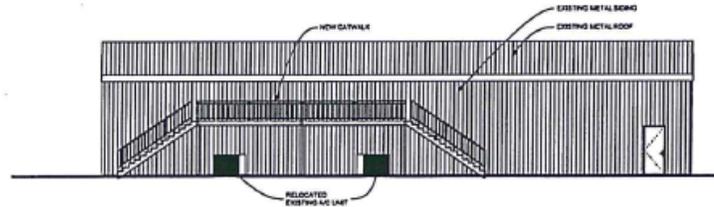
4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

BUS MAINTENANCE FACILITY
MARBLE FALLS ISD
INDIAN TRAIL
MARBLE FALLS, TX 78654

PRELIMINARY
PROFESSIONAL ARCHITECTURAL DRAWING
DATE: 08/20/2018
PROJECT: BUS MAINTENANCE FACILITY
DRAWN BY: JACOB
CHECKED BY: JACOB
SCALE: AS SHOWN

JACKSON ASSOCIATES
ARCHITECTURE & PLANNING
PHOENIX, ARIZONA
F.O. BOX 668
MARBLE FALLS, TEXAS 78654
PHONE: 313.777.4481

DATE	DESCRIPTION

A3.0

PROJECT & SHEET NUMBER



Transportation Facility Project – Bus Maintenance & Parking Lot(Phase 2)

- **Scope**
 - **Continue MFISD Transportation Facility by renovating gym to bus maintenance facility and adding bus parking lot to facility**
- **Proposal Amount**
 - **Approximately \$1,200,000 – this amount is not in addition to the approximated total cost on the project. It is broken out to highlight the cost of this portion of the project.**
- **Funds to be used**
 - **Fund Balance**



Transportation Facility Project – Bus Maintenance & Parking Lot(Phase 2)

- **Work Scope**
 - **Bus parking area paving**
 - **Paving of administration parking lot**
 - **Driveways**
 - **Concrete curb and gutter**
 - **Concrete sidewalk**
 - **Security fencing**
 - **Bus maintenance facility in existing metal building on-site**
 - **Storm drainage**



Transportation Facility Project – Bid Process

- **RFP work bid was placed:**
 - **In newspaper (Oct. 6, 10, 13, & 17)**
 - **On website**
 - **On The Blue Book**
- **Pre-Bid Meeting – October 18th at 10:00 AM**
- **Bids will be submitted to district office**
- **Opened and evaluated on Friday, November 3, 2017**
- **Recommendation to School Board on November 13, 2017**



Bid Project Evaluation Rubric						
Estimate:						
Project:						
		<u>Vendors:</u>				
	<u>Weighting</u>					
Cost	60%					
Proposal Meeting Bid Specs	20%					
Contractor Experience with District	20%					
	<u>Rating (1-4):</u>	0	0	0	0	
Cost Rating: 1-4						
4 = Proposal falls within budget estimate and/or is lowest bid						
3 = Proposal falls within budget estimate and/or is next lowest bid						
2 = Proposal is higher than budget estimate						
1 = Proposal is higher than budget estimate and/or is highest bid						
Meeting Bid Specs						
4 = Proposal meets all proposed bid specs						
3 = Proposal meets bid specs with exceptions						
2 = Proposal does not meet bid specs with exceptions						
1 = Proposal includes specs unrelated to planned project and is above budget estimate						
Contractor Experience with District						
4 = Contractor has previous MFISD experience and is a local Marble Falls area Contractor						
3 = Contractor is a local Marble Falls area Contractor						
2 = Contractor has previous MFISD experience						
1 = Contractor has no previous MFISD experience and is not a local Marble Falls area Contractor						



Questions?



Marble Falls ISD

Maintenance Projects

October 16, 2017



Transportation Facility Project

- Scope
 - Move existing MFISD Transportation Facility from its current location to the corner of Colt Circle and Indian Trail
- Proposal Amount
 - Approximately \$1,700,000
- Funds to be used
 - Fund Balance





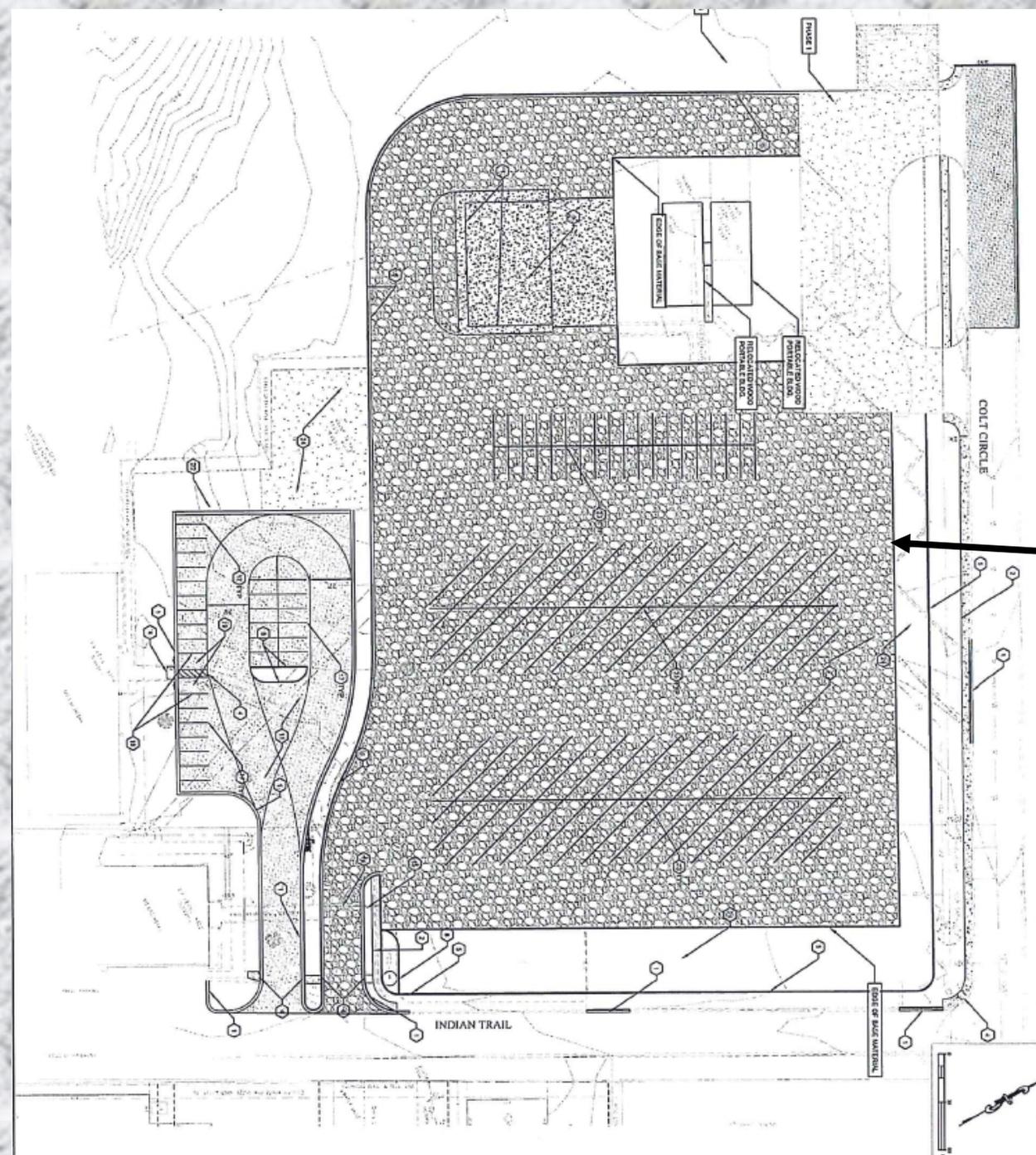
Marble Falls ISD - 1800 Colt Circle



Phase 2

- Renovate Gym to Bus Repair
- Bus Parking, White Fleet Parking, and Staff Parking
- Small Parking Lot for Professional Development

248

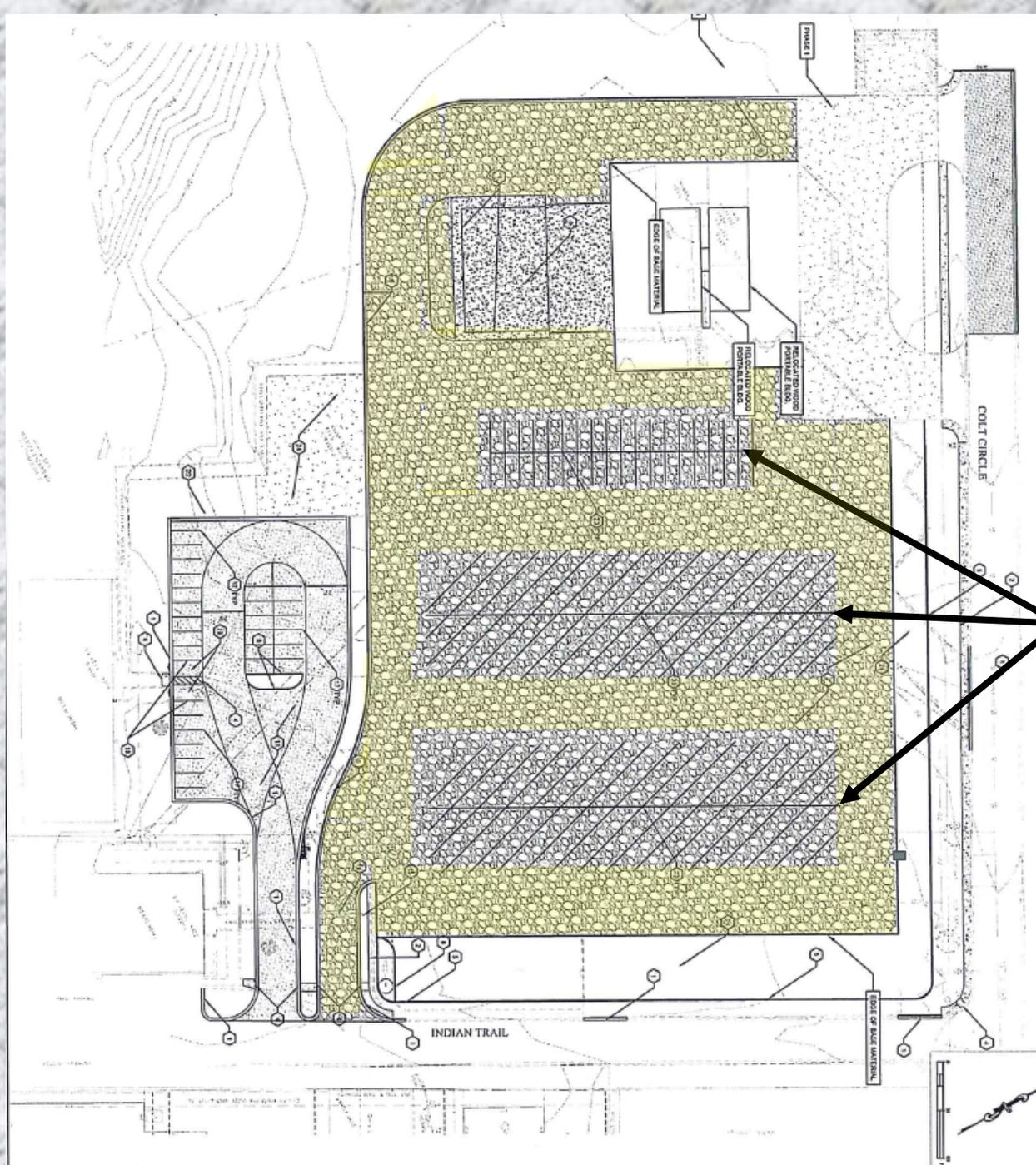


Surface – TRUEGRID



Phase 2

- Amendment
 - TRUEGRID in areas of parking but concrete/asphalt in straightaways
- Would require Retention Pond



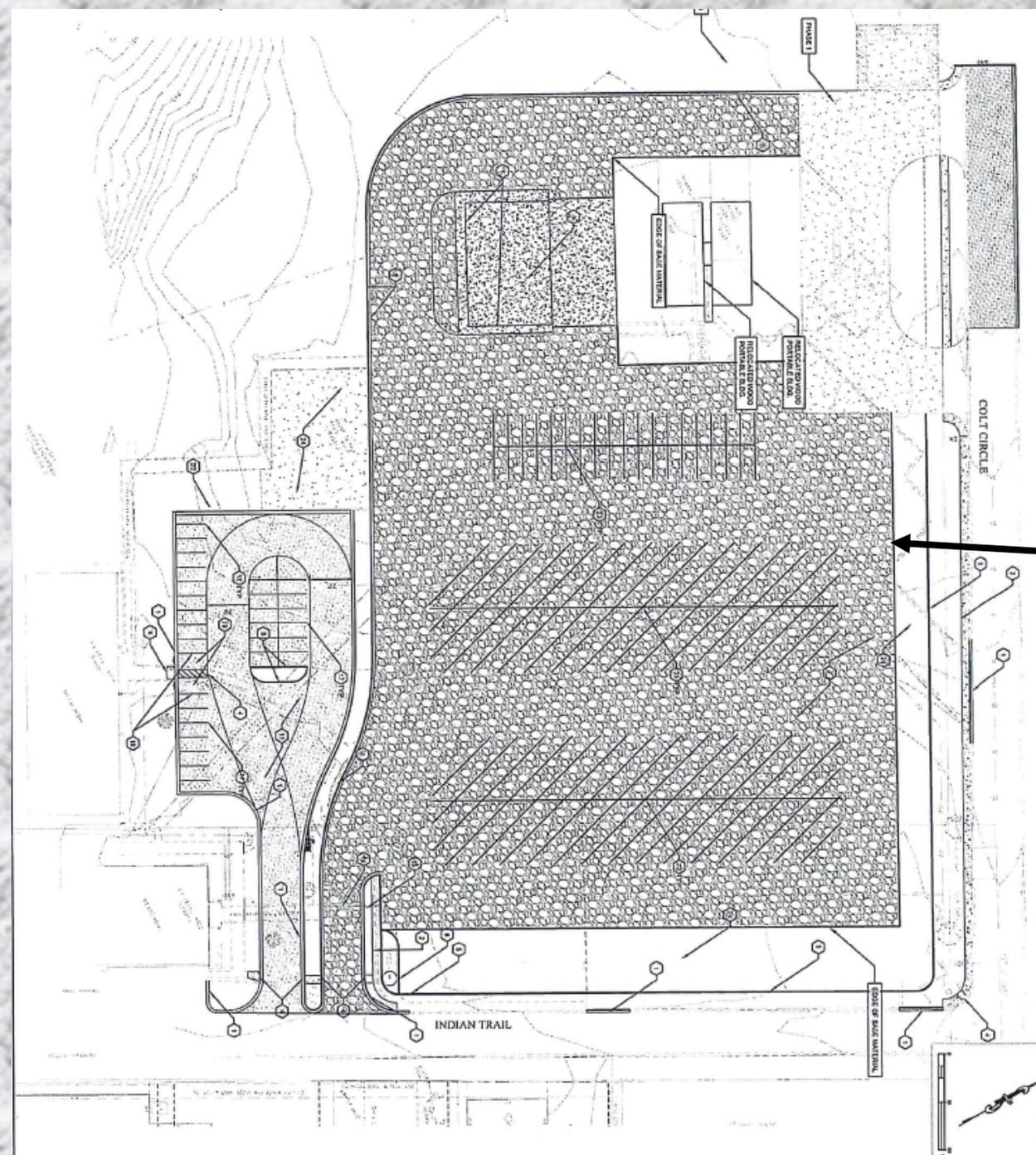
Surface – TRUEGRID

Gold Surface is
concrete or asphalt



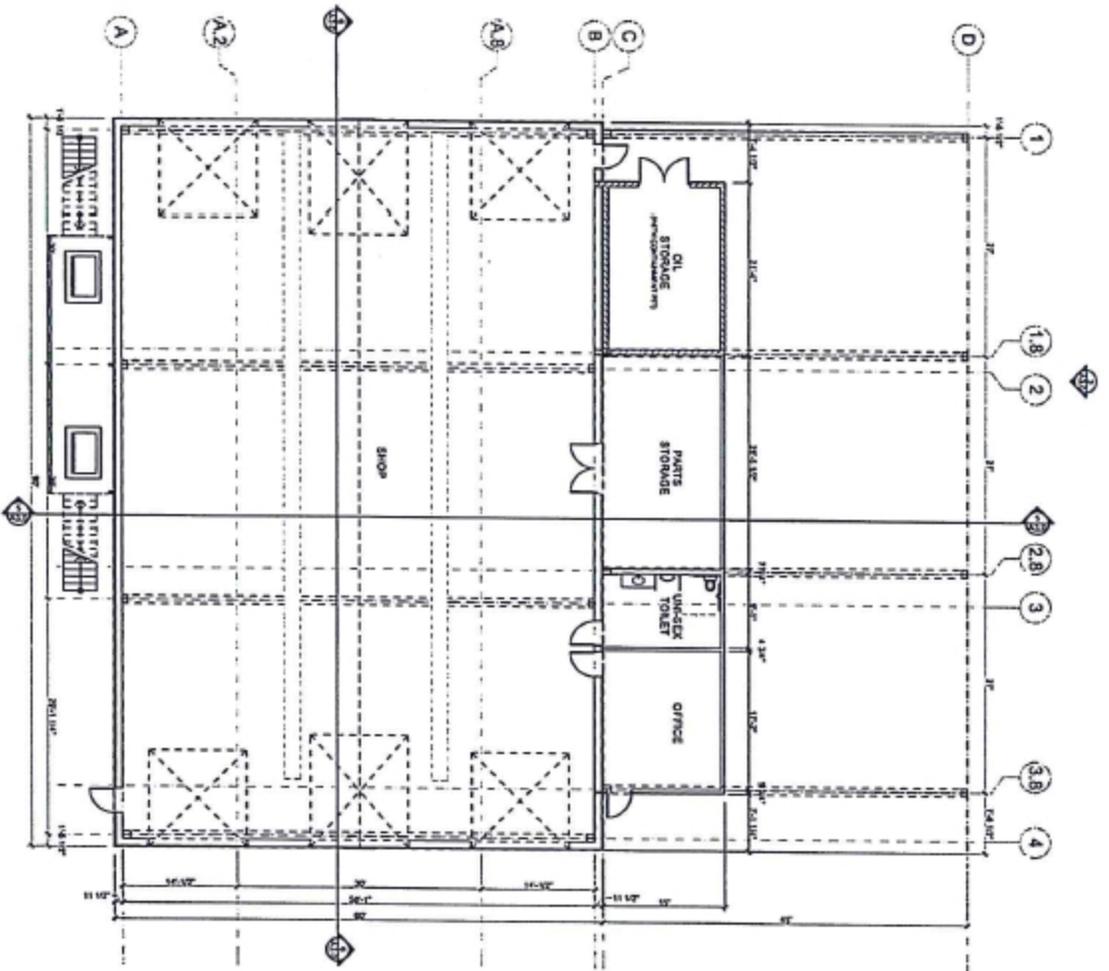
Phase 2

- Amendment
 - All surface would be concrete/asphalt
- Would require Retention Pond



Surface – Concrete or Asphalt





PLAN NORTH

FLOOR PLAN - PROPOSED

DATE	ISSUED FOR	PROJECT NUMBER	DRAWN BY	CHECKED BY	DATE
	REVISION				
<p>JACKSON ASSOCIATES ARCHITECTURE & PLANNING</p> <p>PHONE: 512.771.8887 P.O. BOX 646 Marble Falls, Texas 78654</p>					
<p>PRELIMINARY NOT FOR CONSTRUCTION, PERMITS, OR CONTRACTS</p> <p>DESIGNED BY RAJEEV SACHDEV ARCHITECT</p>					
<p>BUS MAINTENANCE FACILITY MARBLE FALLS ISD INDIAN TRAIL MARBLE FALLS, TX 78654</p>					
<p>A2.1</p>					

Transportation Facility Project – Bus Maintenance & Parking Lot(Phase 2)

- Scope
 - Continue MFISD Transportation Facility by renovating gym to bus maintenance facility and adding bus parking lot to facility
- Proposal Amount
 - Approximately \$1,200,000 – this amount is not in addition to the approximated total cost on the project. It is broken out to highlight the cost of this portion of the project.
- Funds to be used
 - Fund Balance



Transportation Facility Project – Bus Maintenance & Parking Lot(Phase 2)

- **Work Scope**
 - Bus parking area paving
 - Paving of administration parking lot
 - Driveways
 - Concrete curb and gutter
 - Concrete sidewalk
 - Security fencing
 - Bus maintenance facility in existing metal building on-site
 - Storm drainage



Transportation Facility Project – Bid Process

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Bid Project Evaluation Rubric

Reviewer					
Project: PHASE II MFISD TRANSPORTATION					
<u>Vendor Name</u>	_____	_____	_____	_____	_____
<u>Weighting</u>					
Cost, with and without adds	30%				
Proposal Meeting Bid Specs	20%				
Ability, skill and organization	20%				
Quality of past projects (show examples)	10%				
Contractor Experience with District	15%				
Quality of past projects with TRU Grid	5%				
<u>Rating (1-4):</u>	0	0	0	0	0
Cost Rating with and without adds: 4 = Proposal falls within budget estimate and/or is lowest bid 3 = Proposal falls within budget estimate and/or is next lowest bid 2 = Proposal is higher than budget estimate 1 = Proposal is higher than budget estimate and/or is highest bid					

<p>Proposal Meeting Bid Specs 4 = Proposal meets all proposed bid specs 3 = Proposal meets bid specs with exceptions 2 = Proposal does not meet bid specs with exceptions 1 = Proposal includes specs unrelated to planned project and is above budget estimate</p> <p>Ability to manage and organize the project 4 = Contractor has all trades within organization 3 = Contractor has most of the trades with organization 2= Contractor will hire others to some complete project 1= Contractorwill hire all sub contractors for all phases of work</p> <p>Quality of past Projects (with example) 4 = 4 or more past document projects 3 = 2 past document projects 2= 1 past document project 1 = presently working on a similar project documented</p> <p>Contractor Experience with District 4= Contractor has worked with the Districtand is local 3= Contractor is a Local Marble Falls Contractor 2=Contractor has previous MFISD experience 1=Contractor has no previous MFISD experience and is not local Marble Falls area Contractor</p> <p>Quality of past projects with TRU Grid 4= Contractor provided past project Quality examples 3= Contractor has done only a small number of similar projects 2= Contractor has very little experience with this type project 1= Contractor no experience with this type project</p>					
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257

Transportation Facility Project – Phase 2

- Original cost estimates have been adjusted to reflect the current market trends.
- Cost of Phase 2 - \$1,139,628
- Phase 1 plus Phase 2 - \$1,749,676



Questions?

