

Special Meeting  
Tuesday, December 6, 2022 6:00 PM

Administration Building  
400 East Loop 340  
Waco, TX 76705

## **Agenda**

- I. Roll Call, Establishment of Quorum, and Call to Order  
**Presenter:** Board President
- II. Opening Ceremony  
**Presenter:** Board President
- III. Consider Listing of Agenda Items  
**Presenter:** Board President
- IV. Public Participation  
**Presenter:** Board President
- V. Action and Discussion Items  
**Presenter:** Board President
  - V.A. Consider Approval of Sewer Line Easement  
**Presenter:** Mr. Todd Gooden
  - V.B. Consider Budget Amendments  
**Presenter:** Mr. James Garrett
- VI. Closed Meeting  
**Presenter:** Board President
- VII. Adjournment  
**Presenter:** Board President

**ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER**

The meeting was called to order at \_\_\_\_\_ m.

Board of Trustees Members Present: \_\_\_\_\_

\_\_\_\_\_

Board of Trustees Members Absent: \_\_\_\_\_

\_\_\_\_\_

School Personnel Present: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Others Present: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BOARD PRESIDENT:**

**THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE**

**TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY:**

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(NAME, TITLE, POSITION, LVISD CAMPUS/DEPT.)



**PLEDGE TO UNITED STATES FLAG. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.**



**PLEDGE TO TEXAS FLAG: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."**

**APPROVE LISTING OF AGENDA ITEMS**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Dr. Sharon M. Shields and Board President

Background Information:

Board Members are asked to review the listing of agenda items.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

Motion:

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Second:

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For:

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Against

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Abstain:

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**Consider Approval of Sewer Line Easement**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

In a joint project between the county, the City of Waco, the City of Bellmead, and the City of Lacy-Lakeview, there will be a replacement of the current sewer line that starts in the City of Waco and runs through our school district out past the TSTC campus. The line was originally installed in the mid 1970's and is badly in need of replacement.

The specific impact to our District will occur when the line passes under Loop 340 and continues down Williams Road. The line will run in front of our Administration Building and continue down Williams Road in front of H.P. Miles. We have no authority to block the easement. The agreement merely protects the District by ensuring that any digging or demolition that needs to be done on or near our property will be restored at the same or better condition when the project is finished.

There is no definite timeline on the project. It will begin on the other side of the Brazos River and will work north east until it gets to our District.

Fiscal Implication:

N/A

Administrative Recommendation:

The District recommends that the Board approve the easement agreement.

Motion:

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Second:

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For:

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Against:

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Abstain:

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## Sanitary Sewer Easement

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

**Date:** \_\_\_\_\_

**Grantor:** La Vega I.S.D.  
**Grantor's Mailing Address:** 400 East Loop 340  
**[include county]** Waco, McLennan County, Texas 76705

**Grantee:** City of Waco, Texas, a municipal corporation  
**Grantee's Mailing Address:** P.O. Box 2570  
**[include county]** Waco, McLennan County, Texas 76702-2570

**Permanent Easement Property:** Being a 40.01 feet wide easement, 1.178 acre of land, being part of the H.P. Miles School Subdivision to the City of Bellmead, McLennan County, Texas, according to the plat recorded in McLennan County Clerk's Document 2011007116 of the Deed Records of McLennan County, Texas and being more particularly described in the field notes attached as Exhibit A and shown on the survey plat/drawing attached as Exhibit B.

**Facilities:** Raw, reclaimed or re-use, and potable water lines and wastewater lines, drainage channels and lines (above or below ground), and all associated appurtenances to these water, wastewater, and drainage channels and lines.

**Easement Duration:** The duration of the Easement is perpetual, until all of the Facilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns.

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission/abandon in place the Facilities in, over, under, on, and across the Easement Property. The Easement is nonexclusive and irrevocable.

**Consideration:** The sum of Ten and No/100 Dollars (\$10) and other goods and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor. The consideration recited herein shall constitute payment in full for all damages, including costs, sustained by Grantor resulting from the easement and installation of the Facilities referred to herein.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Property and of record in the Real Property Records of

the McLennan County, Texas that are valid, existing, and affect the Easement Property as of the Date the Easement is executed.

**Grant of Easement:** Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, under, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. This Easement shall constitute a conveyance and covenant running with the land for the benefit of Grantee, its successors and assigns.

Grantor covenants that s/he/it is the owner of the above-described land, and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claims the Easement or any part of the Easement, subject to the Permitted Encumbrances.

Grantee shall have such other rights as are necessary for the full enjoyment and use of the rights herein granted, including without limitation, to: (1) prevent excavation within the easement area; (2) prevent construction of any and all buildings, structures or other obstructions which, in the sole judgment of Grantee injure the Facilities or interfere with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal thereof; (3) trim or remove trees, shrubbery, or undergrowth within, but not limited to, said Easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the Facilities; and (4) abandon in place any Facilities such that Grantee shall have no obligation or liability to Grantor or its successors or assigns to move or remove any such abandoned Facilities.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee. The installation, construction, operation, use, maintenance, repair, modification, upgrade or replacement of any structure, fence, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Property must be approved in writing in advance by the City.

Grantor recognizes that the general course of said lines and appurtenances to be constructed, or the metes and bounds as described herein, is based on preliminary surveys only, and Grantor hereby agrees that this easement and its general dimensions hereby granted shall apply to the actual location of said lines and appurtenances to be constructed when constructed.

**Temporary Construction Easement:**

Grantor further grants to Grantee an approximately 0.644 acre Temporary Construction Easement in, on, over, under, along, through, and across Grantor's property and shown on the survey plat/drawing attached as Exhibit B, for all of the purposes described in the above Easement Purpose, and including ingress, egress, and storing materials on the said Temporary Construction Easement during and throughout the period of construction of the Facilities. The Temporary Construction Easement will become effective upon execution of this document and will terminate no later than ninety (90) days after completion of the initial pipeline. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Easement

Grantee agrees to record this document in the public records of McLennan County, Texas and supply Grantor with a copy of the recorded Perpetual Easement to the City of Waco within forty-five (45) days after execution of this Perpetual Easement to the City of Waco.

**GRANTOR:**

\_\_\_\_\_ *signature*

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

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

Date Signed: \_\_\_\_\_

**ACKNOWLEDGMENT (business)**

**THE STATE OF TEXAS §**  
**COUNTY OF McLENNAN §**

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title in business entity)

of (insert name of grantor business/company), known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**ACKNOWLEDGMENT (individual)**

**THE STATE OF TEXAS §**  
**COUNTY OF McLENNAN §**

BEFORE ME, the undersigned authority, on this day personally appeared (insert name of Grantor) \_\_\_\_\_, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**CONSENT AND SUBORDINATION BY LIENHOLDER**

\_\_\_\_\_ (“Lienholder”), as the holder of a lien on the property upon which the Easement is granted, consents to the above grant of the Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien to the rights and interests of Grantee, so that a foreclosure of the lien will not extinguish Grantee’s rights and interests.

\_\_\_\_\_  
*Signature*

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

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

**STATE OF TEXAS**

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**COUNTY OF \_\_\_\_\_**

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

After recording, return to:  
City of Waco  
City Attorney’s Office  
P.O. Box 2570  
Waco, Texas 76702-2570

## EXHIBIT A



823 Washington Ave., Suite 100  
Waco, Texas 76701

### 1.178 ACRE WASTEWATER EASEMENT LOCATED IN THE H. P. MILES SCHOOL SUBDIVISION TO THE CITY OF BELLMEAD McLENNAN COUNTY, TEXAS

FIELD NOTES FOR A 1.178 ACRE WASTEWATER EASEMENT LOCATED IN THE H. P. MILES SCHOOL SUBDIVISION TO THE CITY OF BELLMEAD, McLENNAN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN McLENNAN COUNTY CLERK'S DOCUMENT 2011007116 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS. SAID 1.178 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD FOUND IN THE SOUTHEAST RIGHT-OF-WAY LINE OF WILLIAMS ROAD (100' WIDE) MARKING THE NORTHWEST CORNER OF SAID H. P. MILES SCHOOL SUBDIVISION FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD WITH A CAP STAMPED "WALLACE GROUP" FOUND MARKING THE NORTHEAST CORNER OF THE H. P. MILES SCHOOL SUBDIVISION BEARS N 61°00'15" E - 920.24';

**THENCE** CROSSING THE INTERIOR OF THE H. P. MILES SCHOOL SUBDIVISION THE FOLLOWING FIVE CALLS:

- 1) **S 67°23'15" E - 45.00'** TO AN OUTSIDE CORNER OF THE HEREIN DESCRIBED TRACT,
- 2) **S 22°36'45" W - 986.84'** SOUTHEAST OF, PARALLEL TO AND 45' AT RIGHT ANGLES FROM THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WILLIAMS ROAD TO AN INSIDE CORNER OF THE HEREIN DESCRIBED TRACT,
- 3) **S 34°32'09" E - 97.14'** EAST OF, PARALLEL TO AND 40' AT RIGHT ANGLES FROM THE EAST RIGHT-OF-WAY LINE OF EAST LOOP 340 (VARIABLE WIDTH) TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT,
- 4) **S 32°33'40" E - 51.87'** EAST OF, PARALLEL TO AND 40' AT RIGHT ANGLES FROM THE EAST RIGHT-OF-WAY LINE OF EAST LOOP 340 TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,
- 5) **S 57°26'54" W - 40.01'** TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF EAST LOOP 340 FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** WITH THE COMMON LINE OF THE H. P. MILES SCHOOL SUBDIVISION AND EAST LOOP 340 THE FOLLOWING TWO CALLS:

- 1) **N 32°33'06" W - 51.09'** TO A BROKEN TEXAS OF TRANSPORTATION CONCRETE MONUMENT FOUND FOR AN ANGLE POINT OF SAID H. P. MILES SCHOOL SUBDIVISION AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE H. P. MILES SCHOOL SUBDIVISION BEARS S 32°33'06" E - 300.16' AND S 29°43'50" E - 66.02',
- 2) **N 34°32'09" W - 124.27'** TO A POINT FOR THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF EAST LOOP 340 WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WILLIAMS ROAD FOR AN OUTSIDE CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** N 22°36'45" E - 1005.40' WITH THE COMMON LINE OF SAID H. P. MILES SCHOOL SUBDIVISION AND SAID WILLIAMS ROAD RETURNING TO THE POINT OF BEGINNING AND CONTAINING 1.178 ACRES OF LAND AS SURVEYED BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809 ON APRIL 22, 2022. BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

*Dana B. Spigener*  
DANA E. SPIGENER, R.L.S. 4809

PREPARED: JULY 29, 2022  
PROJ NO. 1-02407.02  
PLAT NO. A1-2121  
FIELD NOTE NO. 08\_1.178 AC  
MAP CHECKED: JULY 29, 2022

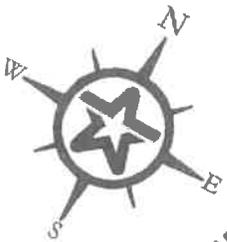


[www.WalkerPartners.com](http://www.WalkerPartners.com)

TBPE Registration No. 8053 | TBPLS Registration No. 10032560

G:\Projects\1-02407\1-02407.02\1 Survey\1.5 Final Copies\Field Notes\FIELD NOTE 08\_1.178 AC.docx

D.R.M.C.T. = DEED RECORDS McLENNAN COUNTY, TEXAS  
M.C.C.D. = McLENNAN COUNTY CLERK'S DOCUMENT  
O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS  
( ) = FLAT CALLS  
TxDOT = TEXAS DEPARTMENT OF TRANSPORTATION



**FIELD NOTE POINT OF BEGINNING**  
N: 10559111.10  
E: 3308520.21

**EXHIBIT B**

1/2" IRON ROD FOUND (N 60°58'29" E 920.34')  
N 61°00'15" E 920.24'

1/2" IRON ROD WITH CAP STAMPED "WALLACE GROUP" FOUND

**1.178 ACRE WASTEWATER EASEMENT**

**WILLIAMS ROAD (100' WIDE)**

(N 22°37'42" E 1095.40')  
N 22°36'45" E 1005.40'

S 22°36'45" W 986.84'  
S 22°38'48" W 913.23'

**25 FEET WIDE (0.644 ACRE) TEMPORARY CONSTRUCTION EASEMENT**

**H. P. MILES SCHOOL SUBDIVISION TO THE CITY OF BELLMEAD**  
M.C.G.D. 2011007116  
O.P.R.M.C.T.

BROKEN TxDOT CONCRETE MONUMENT FOUND

S 34°32'09" E 97.14'  
S 32°33'40" E 51.87'

**EAST LOOP 340 (VARIABLE WIDTH)**  
(S 32°38'08" E 300.17')  
S 32°33'08" E 300.16'

10' TEXAS POWER & LIGHT COMPANY OF DALLAS, TEXAS, AND THE SOUTHWESTERN BELL TELEPHONE COMPANY OF ST. LOUIS, MISSOURI EASEMENT  
VOLUME 927, PAGE 446  
D.R.M.C.T.

S 29°43'50" E 66.02'  
5/8" IRON ROD FOUND

LINE	BEARING	DISTANCE
L1	S 57°26'54" W	40.01'
L2	N 32°33'08" W	51.09'
L3	N 34°32'09" W	124.27'
L4	S 67°23'15" E	25.00'
L5	S 34°32'09" E	83.95'
L6	S 32°33'40" E	52.31'
L7	S 57°27'05" W	25.00'

**SURVEYOR'S NOTES:**

SURVEY DATE: APRIL 22, 2022

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

1.178 ACRE WASTEWATER EASEMENT LOCATED IN THE H. P. MILES SCHOOL SUBDIVISION TO THE CITY OF BELLMEAD, McLENNAN COUNTY, TEXAS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT PROVIDED BY FOSSETT TITLE WORKS, LLC, PERIOD COVERED: 1952 THROUGH MAY 8, 2022. THE SURVEYOR DOES NOT GUARANTEE THAT THE TITLE REPORT LISTS ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.



*Dana B. Spigener*  
PREPARED: JULY 29, 2022

**EXHIBIT**

**1.178 ACRE WASTEWATER EASEMENT**

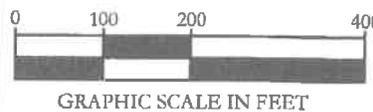
**25 FEET WIDE (0.644 ACRE) TEMPORARY CONSTRUCTION EASEMENT**

LOCATED IN THE H. P. MILES SCHOOL SUBDIVISION TO THE CITY OF BELLMEAD ACCORDING TO THE PLAT THEREOF RECORDED IN McLENNAN COUNTY CLERK'S DOCUMENT 2011007116 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

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Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053  
T.B.P.L.S. Registration No. 10032500



PLAT NO. A1-2121 DRAFT DATE 07/29/2022 FB/PG \_\_\_\_\_  
PROJ. NO. 1-02407.02 TAB NO. 8.5X11 FIELD NOTE NO. 08  
DWG. NAME 1-02407.02EXHIB\_LAVEGA 1.178 AC DRAWN BY DBS

**REVISIONS**

NO.	DESCRIPTION

G:\PROJECTS\1-02407\1-02407.02\1 SURVEY\1.0 CAD\1-02407.02EXHIB\_LAVEGA 1.178 AC.DWG, 8.5X11, 7/29/2022 1:14:09 PM, DSpigener, 1:1

**Consider Budget Amendments**

Presented for:

Board action  Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Mr. James D. Garrett

Background Information:

Section 2.10.6 of the Financial Accountability System Resource Guide, version 14.0, dated January 2010, states that budget amendments are mandated by the state for budgeted funds reallocated from one function level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and must be amended in the budget for legal compliance.

All budget amendments are required to be adopted by the last day of the fiscal year. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes.

Fiscal Implication:

Budget amendments are moving from one function to another.

Administrative Recommendation:

Approve the budget amendments as presented.

Motion:

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Second:

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For:

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Against:

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Abstain:

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Amendment Nbr	Date	Amendment Reason Fnc-Obj.So-Org-Prog	Original	Approved	Increase	Decrease	Amended
121697	11-29-2022	B121697 BUDGET CHANGE					
	00-3700.00-000-300000		.00	.00	351,000.00	.00	-351,000.00
	35-6399.00-835-399000		-67,000.00	-47,700.00	26,000.00	.00	-73,700.00
	35-6629.00-835-399000		.00	.00	325,000.00	.00	-325,000.00
		<b>Amendment 121697 Total</b>			<b>702,000.00</b>	<b>.00</b>	
<b>Fund 240 / 3 Totals</b>							
	3XXX		.00	.00	351,000.00	.00	-351,000.00
	5XXX		.00	.00	.00	.00	.00
	6XXX		-67,000.00	-47,700.00	351,000.00	.00	-398,700.00
	7XXX		.00	.00	.00	.00	.00
	8XXX		.00	.00	.00	.00	.00
<b>Grand Totals</b>							
	3XXX		.00	.00	351,000.00	.00	-351,000.00
	5XXX		.00	.00	.00	.00	.00
	6XXX		-67,000.00	-47,700.00	351,000.00	.00	-398,700.00
	7XXX		.00	.00	.00	.00	.00
	8XXX		.00	.00	.00	.00	.00

End of Report

**CLOSED MEETING**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Board President

Background Information:

The Board may enter into a closed meeting after the following requirements have been met:

1. A quorum of the Board has first been convened in open meeting for which notice has been given.
2. The presiding officer has publicly announced in open meeting that a closed meeting will be held.
3. The presiding officer has identified the section or sections of the Open Meetings Act or other applicable statutes that authorize the holding of such closed meeting.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

A closed meeting was declared:

\_\_\_\_\_ Beginning Time

\_\_\_\_\_ Date

\_\_\_\_\_ Sections of the Texas Government Code

\_\_\_\_\_ Ending Time

**ADJOURNMENT**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Date and Time: \_\_\_\_\_