



Learners Today...

Leaders Tomorrow...

*Mustangs  
Forever!*

**Marble Falls ISD  
Regular Meeting**

**Monday, November 18, 2013  
6:00 PM**

# Agenda of Regular

## The Board of Trustees Marble Falls ISD

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A Regular of the Board of Trustees of Marble Falls ISD will be held November 18, 2013, beginning at 6:00 PM in the Marble Falls ISD Central Office Community Room at 1800 Colt Circle, Marble Falls, Texas.

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 same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order  
Presenter: Rick Edwards, President
2. Roll Call  
Presenter: Rick Edwards, President
3. Invocation  
Presenter: Kelly Fox
4. Pledge to the Flags  
Presenter: Tommy Chaney
5. Special Recognitions  
Presenter: Rob O'Connor
  - A. Spotlight on Excellence - Marble Falls High School  
Presenter: Manny Lunoff
  - B. Mustang of the Month  
Presenter: Manny Lunoff
  - C. Superintendent's Award - Spicewood Elementary  
Presenter: Leslie Baty
6. Instructional Technology Demonstration  
Presenter: Instructional Technologists
7. Aurasma Software Application Demonstration  
Presenter: Veronica Gullede
8. Citizen Comments
9. Consent Agenda
  - A. Approval of Minutes 4
  - B. Approval of Financial Report 8
  - C. Approval of Budget Amendments 22

D. Approval of Innovative Courses	30
10. Action Items	31
A. Consider and Take Action to Adopt an Order Canvassing Returns and Declaring Results of School Building Bond Election Presenter: Allen Roberts	32
B. Discussion and Possible Approval of Resolution to Cast Votes for Board of Directors for Burnet Central Appraisal District Presenter: Wade Stanford	44
C. Discussion and Possible Approval of Architect for Hail Damage Repair Presenter: Allen Roberts	47
D. MFHS Choir Performance Tour, March 6-15,2015 Presenter: Bryce Gage	71
11. Superintendent's Report	
A. Curriculum Office Update Presenter: Eric Penrod	76
B. CTE Program Update Presenter: Dr. Rob O'Connor	
C. Bond Update/ May Calendar Presenter: Dr. Rob O'Connor	84
12. Executive Session	
A. Discussion of Board/Superintendents Goals	
13. Discussion and Possible Approval of Action Arising from Executive Session Presenter: Rob O'Connor	
14. Adjourn	

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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E 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)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

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For the Board of Trustees

Rick Edwards, President, called the regular meeting to order at 6:07 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:** Rick Edwards, Kelly Fox, Kevin Naumann, and Mike Savage  
Karl Westerman arrived at 7:45 p.m.

**Board Members Absent:** Tommy Chaney and Craig Mabray

**Administrators Present:** Dr. Rob O'Connor, Superintendent, Allen Roberts, Wade Stanford, Lisa LeMon, Susan Maughan, John Schumacher, Eric Penrod, Bruce Peckover, Lee Courville, Michael Pittard, Peggy Little, Kevin Wier, Keith Powell, Manuel Lunoff and Melissa Fields

**Members of the Press:** Emily Zendt, *The Highlander*

### **Special Recognitions**

#### **Spotlight on Excellence**

Cristi Chisholm, Teacher Leader at MFE, was recognized for volunteering to initiate the 3:33 Club on her campus which meets each Wednesday to give staff an opportunity to extend their Professional Learning Community skills through teacher-led collaboration.

#### **Mustang of the Month**

Manny Lunoff recognized the following students from Marble Falls High School:

National Hispanic Scholar – National Merit Scholarship Competition – James Bryer

Commended Scholar – National Merit Scholarship Competition – Aaron Stewart

PBIS (Positive Behavior Intervention Support) Students of the Month:

Freshman – Maddie Maples

Sophomore – Jonathan Kroese

Junior – Cassandra Daniels

Seniors – Hanna Dockery & Steven Petrosky

#### **Superintendent's Award**

Michael Pittard recognized the following students from Highland Lakes Elementary for the outstanding character traits that they exemplify:

Amy Najera is described as nurturing, a future teacher in the making, eager to help her peers, respectful and models leadership by actively participating in all classroom activities.

Luis Mendiola is described as a hard worker, always prepared to do his best, honest, trustworthy and kind to all.

**TEA Spotlight Videos**

Eric Penrod, Director of Secondary Programs, introduced the videos that TEA made at Marble Falls High School to showcase excellence in areas in which the teachers are making a difference and to model how schools should operate at all levels.

**Citizen Comments**

No patrons asked to be heard.

**Public Hearing**

Mr. Edwards opened a public hearing at 6:51 p.m. regarding the Financial Integrity Rating System of Texas (FIRST). Lisa LeMon, Director of Business Operations, reviewed several of the indicators used in scoring the district noting the overall rating of “Superior Achievement” or perfect score of 70. No patrons asked to be heard and the public hearing was closed at 6:57 p.m.

**Consent Agenda**

Kelly Fox requested that the class-size waiver be removed from the consent agenda to be voted on separately.

Upon a motion by Kevin Naumann, second by Mike Savage, the Board approved the following from the consent agenda:

- Minutes from previous meetings  
September 4, 2013 – Special  
September 16, 2013 - Regular
- Financial reports as of September 2013
- Budget Amendments
- Revision to Policy DED regarding the observance of religious holidays other than the designated holidays listed on the District calendar

For: 4                  Against: 0                  Absent: 3

Upon a motion by Kelly Fox, second by Kevin Naumann, the Board approved the application for a class size waiver for Marble Falls Elementary. Three of the third grade classes are over the 22:1 ratio.

For: 4                  Against: 0                  Absent: 3

**Action Items**

**Bid for Rerouting of Fiber Optic Cable**

Upon a motion by Kelly Fox, second by Mike Savage, the Board awarded the bid for the rerouting of the fiber optics at Spicewood Elementary to Carroll Systems, Austin, TX, 78724, for the amount of \$35,702.00.

For: 4                  Against: 0                  Absent: 3

**Spring Band Trip**

Upon a motion by Kelly Fox, second by Kevin Naumann, the Board approved an out-of-state trip for the Marble Falls High School Band to travel to New Orleans, March 8 – 12, 2014, during Spring Break

For: 4                      Against: 0                      Absent: 3

**Sale of Property Acquired by Burnet Central Appraisal District**

The Board approved the resolutions providing for the sale of two properties acquired by Burnet Central Appraisal District at a delinquent tax sale. The locations of the properties are described as Lot 110 & Lot 372, Yellowstone Section, City of Cottonwood Shores for an amount of \$750.00 and \$550.00 respectively.

For: 4                      Against: 0                      Absent: 3

**Superintendent's Report  
21<sup>st</sup> Century Grant/ACE Program**

Dr. Kerri O'Connor, Director of the ACE Grant, presented an overview of the ACE Program (Afterschool Centers on Education) noting that the primary purpose is to provide quality educational and enrichment programming for students and their families. Dr. O'Connor explained the application process for selecting the students, the five objectives of the grant program, the services provided to the students and the parents, a sample of the schedule and the various "fun" activities that are provided for the students after they have completed their required academic hour.

**Drug Testing Policy Update**

Dr. Rob O'Connor, Superintendent, reported to the Board that the current policy regarding drug testing does not list 4-H as an extra-curricular activity that may be tested. He further explained that the district's attorneys advised that the policy could be revised to include 4-H.

**TASB Pay Study**

Dr. Rob O'Connor provided a description of services for the TASB Pay System Review noting the timeline for completion. The general consensus of the Board was to go forward with the study.

Karl Westerman arrived at 7:45 p.m.

**Executive Session**

At 7:31 p.m. the Board adjourned into executive session to discuss personnel matters (TX Govt. Code 551.074). The Board reconvened into open session at 8:53 p.m.

Upon a motion by Kelly Fox, second by Kevin Naumann, the Board approved the professional employment of Jennifer Blair, on a one year probationary contract, subject to assignment.

For: Kelly Fox, Rick Edwards, Kevin Naumann & Mike Savage  
Against: none

Abstained: Karl Westerman  
Absent: Tommy Chaney and Craig Mabray

The Board was informed of the following resignations:

Marble Falls Elementary  
Devon Payne – 2<sup>nd</sup> grade teacher effective 9/27/2013

EPIC  
Monte Blaylock – Behavior Specialist effective 10/4/2013

**Adjournment:**  
Hearing no objection, the Board adjourned at 8:54 p.m.

**Approved:**

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Rick Edwards, President

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Kelly Fox, Secretary

Marble Falls ISD  
Statement of Revenues and Expenditures - General Fund  
As of October 31, 2013

17%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR			
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET	
<b>REVENUES</b>									
5710	LOCAL TAX REVENUES	\$ 31,319,212	\$ 223,566	\$ 31,095,646	0.71%	\$ 30,984,171	\$ 163,277	\$ -	0.53%
57XX	OTHER LOCAL REVENUES	\$ 328,000	\$ 94,566	\$ 233,434	28.83%	\$ 375,500	\$ 84,341	\$ -	22.46%
58XX	STATE PROG. REVENUES	\$ 4,401,258	\$ 1,038,505	\$ 3,362,753	23.60%	\$ 5,006,153	\$ 3,166,626	\$ -	63.25%
5900	FEDERAL REVENUE	\$ 490,000	\$ 489,384	\$ 616	99.87%	\$ 410,000	\$ -	\$ -	0.00%
	<b>TOTAL REVENUE</b>	<b>\$ 36,538,470</b>	<b>\$ 1,846,020</b>	<b>\$ 34,692,450</b>	<b>5.05%</b>	<b>\$ 36,775,824</b>	<b>\$ 3,414,244</b>	<b>\$ -</b>	<b>9.28%</b>
<b>EXPENDITURES</b>									
11	INSTRUCTION	\$ 17,831,368	\$ 2,828,069	\$ 15,003,299	15.86%	\$ 17,438,377	\$ 2,841,942	\$ -	16.30%
12	LIBRARY	\$ 425,989	\$ 62,753	\$ 363,235	14.73%	\$ 486,009	\$ 72,098	\$ -	14.83%
13	STAFF DEVELOPMENT	\$ 301,878	\$ 46,702	\$ 255,176	15.47%	\$ 252,866	\$ 37,654	\$ -	14.89%
21	INST ADMINISTRATION	\$ 706,060	\$ 69,728	\$ 636,332	9.88%	\$ 662,417	\$ 109,782	\$ -	16.57%
23	SCHOOL ADMINISTRATION	\$ 2,071,923	\$ 330,238	\$ 1,741,685	15.94%	\$ 2,053,046	\$ 334,862	\$ -	16.31%
31	GUID AND COUNSELING	\$ 1,073,812	\$ 180,401	\$ 893,411	16.80%	\$ 1,056,873	\$ 186,786	\$ -	17.67%
32	SOCIAL WORK SERVICES	\$ 45,351	\$ 7,672	\$ 37,679	16.92%	\$ -	\$ -	\$ -	0.00%
33	HEALTH SERVICES	\$ 371,793	\$ 61,395	\$ 310,398	16.51%	\$ 361,535	\$ 59,098	\$ -	16.35%
34	PUPIL TRANSP - REGULAR	\$ 1,598,620	\$ 324,145	\$ 1,274,475	20.28%	\$ 1,755,292	\$ 290,885	\$ -	16.57%
36	CO-CURRICULAR ACT	\$ 1,486,899	\$ 253,119	\$ 1,233,780	17.02%	\$ 1,382,064	\$ 236,952	\$ -	17.14%
41	GEN ADMINISTRATION	\$ 1,204,672	\$ 237,648	\$ 967,025	19.73%	\$ 1,281,989	\$ 203,383	\$ -	15.86%
51	PLANT MAINT & OPERATION	\$ 3,999,706	\$ 752,935	\$ 3,246,771	18.82%	\$ 3,902,564	\$ 725,331	\$ -	18.59%
52	SECURITY & MONITORING	\$ 105,353	\$ 11,133	\$ 94,219	10.57%	\$ 77,119	\$ 3,789	\$ -	4.91%
53	DATA PROCESSING	\$ 1,072,490	\$ 117,699	\$ 954,790	10.97%	\$ 957,957	\$ 135,167	\$ -	14.11%
61	COMMUNITY SERVICES	\$ 74,783	\$ 4,105	\$ 70,678	5.49%	\$ 52,790	\$ 17,854	\$ -	33.82%
81	FACILITIES ACQ & CONST	\$ 42,031	\$ 47,440	\$ (5,409)	0.00%	\$ -	\$ -	\$ -	0.00%
91	STUDENT ATTENDANCE CR	\$ 3,576,539	\$ -	\$ 3,576,539	0.00%	\$ 4,418,176	\$ -	\$ -	0.00%
99	PURCHASES & CONT SRVS	\$ 657,204	\$ 164,459	\$ 492,745	25.02%	\$ 686,614	\$ 156,812	\$ -	22.84%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 36,646,470</b>	<b>\$ 5,499,640</b>	<b>\$ 31,146,830</b>	<b>15.01%</b>	<b>\$ 36,825,688</b>	<b>\$ 5,412,405</b>	<b>\$ -</b>	<b>14.70%</b>
7000	Other Sources		\$ -			Other Sources	\$ -		
8000	Other Uses		\$ -			Other Uses	\$ -		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (3,653,620)		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2012-13		\$ (1,998,161)			
3000	BEG FUND BAL 09/01/13	\$ 10,261,642	Unaudited						
3000	END FUND BAL 10/31/13	\$ 6,608,022	Unaudited						

Marble Falls ISD  
Statement of Revenues and Expenditures - Food Service  
As of October 31, 2013

17%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR			
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET	
<b>REVENUES</b>									
57XX	Local & Intermed Revenues	\$ 606,629	\$ 137,816	\$ 468,813	22.72%	\$ 606,453	\$ 137,336	\$ -	22.65%
58XX	State Program Revenues	\$ 12,110	\$ -	\$ 12,110	0.00%	\$ 12,110	\$ -	\$ -	0.00%
59xx	Federal Program Revenues	\$ 1,763,583	\$ 217,970	\$ 1,545,613	12.36%	\$ 1,452,229	\$ 212,114	\$ -	14.61%
	<b>TOTAL REVENUE</b>	<b>\$ 2,382,322</b>	<b>\$ 355,785</b>	<b>\$ 2,026,537</b>	<b>14.93%</b>	<b>\$ 2,070,792</b>	<b>\$ 349,450</b>	<b>\$ -</b>	<b>16.88%</b>
<b>EXPENDITURES</b>									
61	PAYROLL COST	\$ 884,491	\$ 140,024	\$ 744,467	15.83%	\$ 742,647	\$ 126,366	\$ -	17.02%
62	PURCHASE & CONTRACTED	\$ 98,175	\$ 7,745	\$ 90,430	7.89%	\$ 19,644	\$ 7,385	\$ -	37.59%
63	SUPPLIES AND MATERIALS	\$ 1,126,431	\$ 204,590	\$ 921,841	18.16%	\$ 980,348	\$ 208,008	\$ -	21.22%
64	OTHER OPERATING EXP	\$ 10,350	\$ 1,122	\$ 9,228	10.84%	\$ 9,850	\$ 1,087	\$ -	11.03%
66	CPTL OUTLAY	\$ 123,875	\$ -	\$ 123,875	0.00%	\$ 25,000	\$ -	\$ -	0.00%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,243,322</b>	<b>\$ 353,481</b>	<b>\$ 1,889,841</b>	<b>15.76%</b>	<b>\$ 1,777,489</b>	<b>\$ 342,845</b>	<b>\$ -</b>	<b>19.29%</b>
7000	Other Sources		\$ -			\$ -			
8000	Other Uses		\$ -			\$ -			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 2,304		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2012-13		\$ 6,605			
3000	BEG FUND BAL 09/01/13	\$ 756,496	Unaudited						
3000	END FUND BAL 10/31/13	\$ 758,800	Unaudited						

*Marble Falls Independent School District*

*Financial Report*

*November 18, 2013*

*\*\*Check Payment Fund Summary\*\**

*\*\*Expenditure to Budget Report\*\**

*Check Payment Fund Summary*

*For Bills Paid*

*October 1 – October 31, 2013*

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
163	PAYROLL CLEARING FUND	475,071.41	0.00	0.00	475,071.41
199	GENERAL FUND	39,884.79	554.00	494,905.51	535,344.30
211	TITLE I PART A, BASIC PROGRAMS	4,290.34	0.00	0.00	4,290.34
224	IDEA PART B FORMULA	2,949.67	0.00	16,243.20	19,192.87
225	IDEA PART B PRESCHOOL	114.48	0.00	0.00	114.48
240	FOOD SERVICE	3,951.24	31.75	104,489.81	108,472.80
244	VOC. ED.-BASIC GRANT	0.00	0.00	511.24	511.24
255	TITLE II PART A TCHR & PRINCPL	602.02	0.00	1,261.00	1,863.02
263	TITLE III - BILINGUAL	427.44	0.00	0.00	427.44
270	TITLE VI, PART B	426.86	0.00	0.00	426.86
276	Texas Title I Priority Schools	3,992.20	0.00	37,041.59	41,033.79
352	21st CENTURY COMM LEARNING CEN	3,020.69	0.00	64,567.38	67,588.07
*** Fund Summary Totals ***		534,731.14	585.75	719,019.73	1,254,336.62

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

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*Expenditure to Budget Report*

*November 18, 2013*

*General Operating Fund*

*&*

*Food Service Fund*

Obj	Obj	2013-14 ESTIMATED REVENUE	October 2013-14 MTHLY ACTIVITY	2013-14 Activity	REVENUE BALANCE	PERCENT REALIZED	2013-14 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
571-	LOCAL REAL-PROPERTY TAXES	31,319,212.00	199,379.04	223,566.46	31,095,645.54	5.43	0.71
573-	TUITION & FEES FROM PATRONS	65,000.00	2,840.00	9,505.00	55,495.00	14.62	14.62
574-	TRANS FROM WITHIN STATE	160,000.00	11,338.04	21,455.26	138,544.74	13.41	13.41
575-	ENTERPRISING ACTIVITIES	103,000.00	27,563.85	63,605.35	39,394.65	61.41	61.75
57--	REVENUE-LOCAL & INTERMED	31,647,212.00	241,120.93	318,132.07	31,329,079.93	5.67	1.01
5800	STATE PROGRAM REVENUES						
581-	PER CAPITA-FOUNDATION REV	3,112,052.00	341,705.00	783,190.00	2,328,862.00	25.17	25.17
582-	STATE REVENUE DISTRBD BY TEA	5,000.00	12,330.99	12,330.99	-7,330.99	246.62	246.62
583-	TRS ON BEHALF BENEFIT	1,284,206.00	121,993.36	242,983.58	1,041,222.42	18.92	18.92
58--	STATE PROGRAM REVENUES	4,401,258.00	476,029.35	1,038,504.57	3,362,753.43	23.60	23.60
5900	FEDERAL PROGRAM REVENUES						
591-	FEDERALLY DIST REVENUES	70,000.00	30,468.03	57,416.28	12,583.72	82.02	82.02
592-		20,000.00	0.00	0.00	20,000.00	0.00	0.00
593-	VOC ED NON FOUNDATION	400,000.00	431,967.28	431,967.28	-31,967.28	107.99	107.99
59--	FEDERAL PROGRAM REVENUES	490,000.00	462,435.31	489,383.56	616.44	99.87	99.87
----	GENERAL FUND	36,538,470.00	1,179,585.59	1,846,020.20	34,692,449.80	9.09	5.05

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Obj	Obj	2013-14 ESTIMATED REVENUE	October 2013-14 MTHLY ACTIVITY	2013-14 Activity	REVENUE BALANCE	PERCENT REALIZED	2013-14 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
	574- TRANS FROM WITHIN STATE	3,000.00	159.94	317.67	2,682.33	10.59	10.59
	575- ENTERPRISING ACTIVITIES	603,629.00	75,550.81	137,498.07	466,130.93	22.81	22.78
	57-- REVENUE-LOCAL & INTERMED	606,629.00	75,710.75	137,815.74	468,813.26	22.75	22.72
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRETD BY TEA	12,110.00	0.00	0.00	12,110.00	0.00	0.00
	58-- STATE PROGRAM REVENUES	12,110.00	0.00	0.00	12,110.00	0.00	0.00
5900	FEDERAL PROGRAM REVENUES						
	592-	1,763,583.00	165,163.92	217,969.56	1,545,613.44	12.36	12.36
	59-- FEDERAL PROGRAM REVENUES	1,763,583.00	165,163.92	217,969.56	1,545,613.44	12.36	12.36
	---- FOOD SERVICE	2,382,322.00	240,874.67	355,785.30	2,026,536.70	14.94	14.93

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Number of Accounts: 46

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

	Obj	Obj	2013-14 ESTIMATED REVENUE	October 2013-14 MTHLY ACTIVITY	2013-14 Activity	REVENUE BALANCE	2013-14 YTD %
199		GENERAL FUND					
	5---	REVENUE	36,538,470.00	1,179,585.59	1,846,020.20	34,692,449.80	5.05
	----	GENERAL FUND	36,538,470.00	1,179,585.59	1,846,020.20	34,692,449.80	5.05
240		FOOD SERVICE					
	5---	REVENUE	2,382,322.00	240,874.67	355,785.30	2,026,536.70	14.93
	----	FOOD SERVICE	2,382,322.00	240,874.67	355,785.30	2,026,536.70	14.93

Number of Accounts: 46

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

Obj	Obj	2013-14 BUDGET	ENCUMBRANCE YTD	2013-14 EXPENDITURES	October 2013-14 ACTIVITY	2013-14 BALANCE	2013-14 YTD %
199	GENERAL FUND						
11	INSTRUCTION						
	61-- PAYROLL COSTS	16,997,086.78	0.00	2,718,053.07	1,374,340.51	14,279,033.71	15.99
	62-- PURCHASE & CONTRACTED SVS	305,667.00	121,168.18	67,499.16	24,291.16	116,999.66	22.08
	63-- SUPPLIES AND MATERIALS	500,294.00	39,908.60	39,966.01	37,396.83	420,419.39	7.99
	64-- OTHER OPERATING EXPENSES	28,320.00	1,818.88	2,550.63	2,084.98	23,950.49	9.01
	---- INSTRUCTION	17,831,367.78	162,895.66	2,828,068.87	1,438,113.48	14,840,403.25	15.86
12	INST. RESOURCES & MEDIA SVCS						
	61-- PAYROLL COSTS	325,611.60	0.00	53,344.13	26,643.07	272,267.47	16.38
	62-- PURCHASE & CONTRACTED SVS	21,058.00	1,085.22	0.00	0.00	19,972.78	0.00
	63-- SUPPLIES AND MATERIALS	72,064.00	13,150.55	8,259.05	8,259.05	50,654.40	11.46
	64-- OTHER OPERATING EXPENSES	7,255.00	250.00	1,150.00	775.00	5,855.00	15.85
	---- INST. RESOURCES & MEDIA S	425,988.60	14,485.77	62,753.18	35,677.12	348,749.65	14.73
13	CURRICULUM DEV & INST STFF DEV						
	61-- PAYROLL COSTS	216,982.90	0.00	39,316.70	19,532.58	177,666.20	18.12
	62-- PURCHASE & CONTRACTED SVS	31,890.00	2,340.00	1,000.00	1,000.00	28,550.00	3.14
	63-- SUPPLIES AND MATERIALS	12,815.00	5,462.57	1,093.63	1,093.63	6,258.80	8.53
	64-- OTHER OPERATING EXPENSES	40,190.00	3,956.46	5,291.19	5,249.57	30,942.35	13.17
	---- CURRICULUM DEV & INST STF	301,877.90	11,759.03	46,701.52	26,875.78	243,417.35	15.47
21	INSTRUCTIONAL LEADERSHIP						
	61-- PAYROLL COSTS	420,923.02	0.00	67,377.85	33,292.87	353,545.17	16.01
	62-- PURCHASE & CONTRACTED SVS	7,980.00	2,977.49	326.19	189.19	4,676.32	4.09
	63-- SUPPLIES AND MATERIALS	266,956.53	787.14	632.10	472.78	265,537.29	0.24
	64-- OTHER OPERATING EXPENSES	10,200.00	2,196.60	1,391.72	1,232.52	6,611.68	13.64
	---- INSTRUCTIONAL LEADERSHIP	706,059.55	5,961.23	69,727.86	35,187.36	630,370.46	9.88

Obj	Obj	2013-14	ENCUMBRANCE	2013-14	October 2013-14	2013-14	
		BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
23	SCHOOL LEADERSHIP						
61--	PAYROLL COSTS	1,981,214.11	0.00	317,237.53	159,073.36	1,663,976.58	16.01
62--	PURCHASE & CONTRACTED SVS	23,959.00	16,693.83	2,586.13	1,656.13	4,679.04	10.79
63--	SUPPLIES AND MATERIALS	51,317.00	5,643.89	7,764.27	7,074.94	37,908.84	15.13
64--	OTHER OPERATING EXPENSES	15,433.00	927.42	2,649.97	730.97	11,855.61	17.17
----	SCHOOL LEADERSHIP	2,071,923.11	23,265.14	330,237.90	168,535.40	1,718,420.07	15.94
31	GUIDANCE & COUNSELING						
61--	PAYROLL COSTS	1,026,918.28	0.00	171,502.08	85,992.81	855,416.20	16.70
62--	PURCHASE & CONTRACTED SVS	14,717.34	2,387.00	1,550.00	0.00	10,780.34	10.53
63--	SUPPLIES AND MATERIALS	20,115.66	1,992.64	4,303.19	1,370.11	13,819.83	21.39
64--	OTHER OPERATING EXPENSES	12,061.00	1,152.91	3,045.90	2,150.92	7,862.19	25.25
----	GUIDANCE & COUNSELING	1,073,812.28	5,532.55	180,401.17	89,513.84	887,878.56	16.80
32	SOCIAL WORK SERVICES						
61--	PAYROLL COSTS	45,351.00	0.00	7,671.57	3,799.17	37,679.43	16.92
----	SOCIAL WORK SERVICES	45,351.00	0.00	7,671.57	3,799.17	37,679.43	16.92
33	HEALTH SERVICES						
61--	PAYROLL COSTS	361,724.00	0.00	60,430.64	30,215.29	301,293.36	16.71
62--	PURCHASE & CONTRACTED SVS	348.00	0.00	0.00	0.00	348.00	0.00
63--	SUPPLIES AND MATERIALS	9,005.00	314.47	964.60	964.60	7,725.93	10.71
64--	OTHER OPERATING EXPENSES	716.00	0.00	0.00	0.00	716.00	0.00
----	HEALTH SERVICES	371,793.00	314.47	61,395.24	31,179.89	310,083.29	16.51
34	PUPIL TRANSPORTATION						
61--	PAYROLL COSTS	1,246,088.92	0.00	221,645.81	109,955.92	1,024,443.11	17.79
62--	PURCHASE & CONTRACTED SVS	33,370.00	8,491.54	14,875.02	4,767.17	10,003.44	44.58
63--	SUPPLIES AND MATERIALS	409,230.00	52,359.18	85,900.15	51,725.63	270,970.67	20.99
64--	OTHER OPERATING EXPENSES	-90,069.00	627.75	1,723.54	-31,275.43	-92,420.29	-1.91

Obj	Obj	2013-14 BUDGET	ENCUMBRANCE YTD	2013-14 EXPENDITURES	October 2013-14 ACTIVITY	2013-14 BALANCE	2013-14 YTD %	
199	GENERAL FUND							
34	PUPIL TRANSPORTATION							
	----	PUPIL TRANSPORTATION	1,598,619.92	61,478.47	324,144.52	135,173.29	1,212,996.93	20.28
36	COCURR./EXTRACURR.ACTIVITIES							
	61--	PAYROLL COSTS	889,246.92	0.00	155,917.41	77,308.82	733,329.51	17.53
	62--	PURCHASE & CONTRACTED SVS	131,492.00	18,057.82	21,174.53	12,590.03	92,259.65	16.10
	63--	SUPPLIES AND MATERIALS	162,628.00	31,595.76	19,979.86	16,855.03	111,052.38	12.29
	64--	OTHER OPERATING EXPENSES	303,532.00	7,503.64	56,047.55	31,964.24	239,980.81	18.47
	----	COCURR./EXTRACURR.ACTIVIT	1,486,898.92	57,157.22	253,119.35	138,718.12	1,176,622.35	17.02
41	GENERAL ADMINISTRATION							
	61--	PAYROLL COSTS	963,283.32	0.00	171,331.58	86,690.54	791,951.74	17.79
	62--	PURCHASE & CONTRACTED SVS	106,123.00	49,765.72	29,266.28	23,160.81	27,091.00	27.58
	63--	SUPPLIES AND MATERIALS	37,705.00	1,889.48	2,081.58	1,310.23	33,733.94	5.52
	64--	OTHER OPERATING EXPENSES	97,561.00	7,740.31	34,968.21	5,331.69	54,852.48	35.84
	----	GENERAL ADMINISTRATION	1,204,672.32	59,395.51	237,647.65	116,493.27	907,629.16	19.73
51	PLANT MAINTENANCE & OPERATIONS							
	61--	PAYROLL COSTS	1,911,537.28	0.00	351,561.78	184,515.39	1,559,975.50	18.39
	62--	PURCHASE & CONTRACTED SVS	1,418,282.00	89,384.97	174,221.52	151,017.21	1,154,675.51	12.28
	63--	SUPPLIES AND MATERIALS	430,200.00	89,146.85	58,538.69	47,535.97	282,514.46	13.61
	64--	OTHER OPERATING EXPENSES	173,718.00	1,000.00	168,613.00	70.00	4,105.00	97.06
	66--	CPTL OUTLY LAND BLDG & EQ	65,969.00	0.00	0.00	0.00	65,969.00	0.00
	----	PLANT MAINTENANCE & OPERA	3,999,706.28	179,531.82	752,934.99	383,138.57	3,067,239.47	18.82
52	SECURITY & MONITORING SERVICES							
	61--	PAYROLL COSTS	45,352.63	0.00	7,773.38	3,850.08	37,579.25	17.14
	62--	PURCHASE & CONTRACTED SVS	54,900.00	0.00	3,360.00	3,360.00	51,540.00	6.12
	63--	SUPPLIES AND MATERIALS	5,100.00	0.00	0.00	0.00	5,100.00	0.00
	----	SECURITY & MONITORING SER	105,352.63	0.00	11,133.38	7,210.08	94,219.25	10.57

Obj	Obj	2013-14 BUDGET	ENCUMBRANCE YTD	2013-14 EXPENDITURES	October 2013-14 ACTIVITY	2013-14 BALANCE	2013-14 YTD %
199	GENERAL FUND						
53	DATA PROCESSING SERVICES						
61--	PAYROLL COSTS	524,768.51	0.00	65,549.59	33,828.63	459,218.92	12.49
62--	PURCHASE & CONTRACTED SVS	267,956.00	63,095.12	40,935.66	39,088.82	163,925.22	15.28
63--	SUPPLIES AND MATERIALS	273,765.00	100,474.75	7,325.54	6,849.52	165,964.71	2.68
64--	OTHER OPERATING EXPENSES	6,000.00	467.63	3,888.39	447.97	1,643.98	64.81
----	DATA PROCESSING SERVICES	1,072,489.51	164,037.50	117,699.18	80,214.94	790,752.83	10.97
61	COMMUNITY SERVICES						
61--	PAYROLL COSTS	51,783.20	0.00	4,104.82	3,187.59	47,678.38	7.93
62--	PURCHASE & CONTRACTED SVS	20,000.00	0.00	0.00	0.00	20,000.00	0.00
64--	OTHER OPERATING EXPENSES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
----	COMMUNITY SERVICES	74,783.20	0.00	4,104.82	3,187.59	70,678.38	5.49
81	FACILITIES ACQ. & CONSTRUCTION						
19	66-- CPTL OUTLY LAND BLDG & EQ	42,031.00	22,699.28	47,439.62	10,439.14	-28,107.90	112.87
----	FACILITIES ACQ. & CONSTRU	42,031.00	22,699.28	47,439.62	10,439.14	-28,107.90	112.87
91	INTERGOVERNMENTAL CHARGES						
62--	PURCHASE & CONTRACTED SVS	3,576,539.00	0.00	0.00	0.00	3,576,539.00	0.00
----	INTERGOVERNMENTAL CHARGES	3,576,539.00	0.00	0.00	0.00	3,576,539.00	0.00
99	OTHR INTERGOVERNMENTAL CHARGES						
62--	PURCHASE & CONTRACTED SVS	657,204.00	0.00	164,459.10	0.00	492,744.90	25.02
----	OTHR INTERGOVERNMENTAL CH	657,204.00	0.00	164,459.10	0.00	492,744.90	25.02
----	GENERAL FUND	36,646,470.00	768,513.65	5,499,639.92	2,703,457.04	30,378,316.43	15.01

Obj	Obj	2013-14 BUDGET	ENCUMBRANCE YTD	2013-14 EXPENDITURES	October 2013-14 ACTIVITY	BALANCE	2013-14 YTD %
240	FOOD SERVICE						
35	FOOD SERVICES						
61--	PAYROLL COSTS	884,491.00	0.00	140,024.22	71,921.42	744,466.78	15.83
62--	PURCHASE & CONTRACTED SVS	98,175.00	6,777.93	7,745.17	330.47	83,651.90	7.89
63--	SUPPLIES AND MATERIALS	1,126,431.00	750,129.25	204,590.11	105,911.94	171,711.64	18.16
64--	OTHER OPERATING EXPENSES	10,350.00	817.40	1,121.72	1,121.72	8,410.88	10.84
66--	CPTL OUTLY LAND BLDG & EQ	123,875.00	0.00	0.00	0.00	123,875.00	0.00
----	FOOD SERVICES	2,243,322.00	757,724.58	353,481.22	179,285.55	1,132,116.20	15.76
----	FOOD SERVICE	2,243,322.00	757,724.58	353,481.22	179,285.55	1,132,116.20	15.76

Number of Accounts: 2002

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

Obj	Obj	2013-14 BUDGET	ENCUMBRANCE YTD	2013-14 EXPENDITURES	October 2013-14 ACTIVITY	BALANCE	2013-14 YTD %
199	GENERAL FUND						
6---	EXPENDITURES	36,646,470.00	768,513.65	5,499,639.92	2,703,457.04	30,378,316.43	15.01
----	GENERAL FUND	36,646,470.00	768,513.65	5,499,639.92	2,703,457.04	30,378,316.43	15.01
240	FOOD SERVICE						
6---	EXPENDITURES	2,243,322.00	757,724.58	353,481.22	179,285.55	1,132,116.20	15.76
----	FOOD SERVICE	2,243,322.00	757,724.58	353,481.22	179,285.55	1,132,116.20	15.76

Number of Accounts: 2002

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



Marble Falls  
Independent  
School District

INTEROFFICE MEMORANDUM

Date: November 11, 2013

To: Board of Trustees and Dr. O'Connor

From: David Hemond, Accounting Supervisor

Subject: Consider Approval of Budget Amendments

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Budget amendments included for approval (copies follow):

13-00022	Increase budget for specials staff development - \$4,337
13-00024	Increase budget for fiber re-route at Spicewood - \$43,000
13-00025	Increase budget for TASB pay systems review - \$14,000
13-00026	Increase budget for transportation costs - \$403
13-00028	Increase budget for teacher leader staff development - \$125
13-00029	Increase budget for high school softball nets - \$2000

MARBLE FALLS ISD  
BUDGET AMENDMENT

OCT 16 2013

Batch #: 13-00022		Reason for amendment: To create budget for specials staff development	
Fiscal Year: 2013-14			
Account Number	Account Description	Debit	Credit
<b>EXPENDITURES</b>			
1 199-13-6411.00-101-011-Q00	Staff Development Travel	432.00	
2 199-13-6411.00-102-011-Q00	Staff Development Travel	432.00	
3 199-13-6411.00-103-011-Q00	Staff Development Travel	432.00	
4 199-13-6411.00-104-011-Q00	Staff Development Travel	432.00	
5 199-13-6494.00-101-011-Q00	Staff Development SUV	65.00	
6 199-13-6494.00-102-011-Q00	Staff Development SUV	65.00	
7 199-13-6494.00-103-011-Q00	Staff Development SUV	65.00	
8 199-13-6494.00-104-011-Q00	Staff Development SUV	65.00	
9 199-13-6411.00-101-011-A00	Staff Development Travel	164.00	
10 199-13-6411.00-102-011-A00	Staff Development Travel	414.00	
11 199-13-6411.00-103-011-A00	Staff Development Travel	264.00	
12 199-13-6411.00-104-011-A00	Staff Development Travel	414.00	
13 199-13-6494.00-101-011-A00	Staff Development SUV	66.00	
14 199-13-6494.00-102-011-A00	Staff Development SUV	66.00	
15 199-13-6494.00-103-011-A00	Staff Development SUV	66.00	
16 199-13-6494.00-104-011-A00	Staff Development SUV	66.00	
17 199-13-6411.00-101-011-036	Staff Development Travel	-	
18 199-13-6411.00-102-011-036	Staff Development Travel	239.00	
19 199-13-6411.00-103-011-036	Staff Development Travel	239.00	
20 199-13-6411.00-104-011-036	Staff Development Travel	239.00	
21 199-13-6494.00-101-011-036	Staff Development SUV	28.00	
22 199-13-6494.00-102-011-036	Staff Development SUV	28.00	
23 199-13-6494.00-103-011-036	Staff Development SUV	28.00	
24 199-13-6494.00-104-011-036	Staff Development SUV	28.00	
25 199-21-6399.00-999-099-X00	General Supplies	4,337.00	
<b>REVENUE</b>		<b>Decrease</b>	<b>Increase</b>
26			
27			

<b>Batch #:</b>		<b>Reason for amendment:</b>	
2013-14		To create budget for specials staff development	
<b>Fiscal Year:</b>			
2013-14			
<b>Account Number</b>			
Account Description			
28			
29			
<b>Totals</b>		4,337.00	4,337.00
Board Approval Required		Entered by:	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Date:	
Prepared by: Lisa LeMon		Reviewed by: <i>JMC</i>	
Date: 10/15/13		Date: 10-16-13	

Revised 8/01/05

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

**URGENT**  
OCT 23 2013

<b>Batch #:</b> 13-00024		<b>Reason for amendment:</b> To adjust budget to cover fiber re-route at Spicewood	
<b>Fiscal Year:</b> 2013-14			
<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
<b>EXPENDITURES</b>			
1 199-51-6299.00-999-099-000	Contracted Service	43,000.00	
2 199-11-6399.00-999-011-X00	General Supplies		43,000.00
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<b>REVENUE</b>		<b>Debit</b>	<b>Increase</b>
21			
22			
23			
24			
<b>Totals</b>		43,000.00	43,000.00
<b>Board Approval Required</b>		<b>Entered by:</b> <i>apmc</i>	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Approved by:</b> <i>Lisa LeMon</i>	<b>Date:</b> 10-23-13
		<b>Reviewed by:</b>	<b>Date:</b> 10-23-11

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

RECEIVED  
OCT 23 2013

<b>Batch #:</b> 13-00025		<b>Reason for amendment:</b> To adjust budget to cover TASB Pay Systems Review	
<b>Fiscal Year:</b> 2013-14			
<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
<b>EXPENDITURES</b>			
1 199-41-6299.00-701-099-000	Contracted Service	14,000.00	
2 199-21-6399.00-999-099-X00	General Supplies		14,000.00
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<b>REVENUE</b>			
21			
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24			
<b>Totals</b>		14,000.00	14,000.00
<b>Board Approval Required</b>		Prepared by: Lisa LeMon Date: 10/23/13 Reviewed by: Lisa LeMon Date: 10-23-13	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Entered by: Date:	

MARBLE FALLS ISD  
BUDGET AMENDMENT

OCT 31 2013

Batch #:		Reason for amendment:		Account Description		Debit		Credit	
Fiscal Year:		Account Description		Increase		Decrease			
13-00026		2013-2014		TRANSFER FUNDS TO COVER TRANSPORTATION COSTS					
<b>EXPENDITURES</b>									
1	199-11-6411-00-041-0-11-A-0-00								\$300.00
2	199-13-6411-00-041-0-11-A-0-00					\$300.00			
3	199-11-6399-00-041-0-11-A-0-00							\$103.00	
4	199-13-6411-00-041-0-11-A-0-00					\$103.00			
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<b>REVENUE</b>									
21									
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24									
<b>Totals</b>						403.00			403.00

Board Approval Required  Yes  No

Prepared by: *Susan Beck* Approved by: *[Signature]* Reviewed by: *ymc* Entered by: *ymc*

Date: *10/30/13* Date: *10-30-2013* Date: *11-01-13* Date:

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

<b>Batch #:</b>	13-00028	<b>Reason for amendment:</b>	TRANSFER FUNDS TO COVER WORKSHOP FOR LEEANN HARKINS (TEACHER LEADER)	
<b>Fiscal Year:</b>	2013-2014	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
<b>Account Number</b>			<b>Increase</b>	<b>Decrease</b>
<b>EXPENDITURES</b>				
1	199-31-6411-00-104-0-99-0-00	SWE STAFF TRAVEL FUNDS		125.00
2	199 13 6411 00 104 0 99 0 00	SWE STAFF DEVELOP/TRAVEL	125.00	
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<b>REVENUE</b>				
21			<b>Decrease</b>	<b>Increase</b>
22				
23				
24				
<b>Totals</b>			125.00	125.00

<b>Board Approval Required</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Prepared by:</b> JACQUE GERTH	<b>Approved by:</b> <i>Suele Betty</i>	<b>Reviewed by:</b> <i>pmc</i>
	<b>Date:</b>	<b>Date:</b> 11-1-13	<b>Date:</b> 11-04-13
			<b>Entered by:</b>
			<b>Date:</b>

MARBLE FALLS ISD  
BUDGET AMENDMENT

NOV 11 2013

Batch #:	13-00029	Reason for amendment:	INCREASE BUDGET TO PURCHASE SOFTBALL NETS
Fiscal Year:	2013-14	Account Description:	
EXPENDITURES			
1	199-36-6399-13-001-091-000	GENERAL SUPPLIES	2,000.00
2	199-11-6399-00-999-011-X00	GENERAL SUPPLIES	2,000.00
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REVENUE			
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Totals			2,000.00

Board Approval Required  Yes  No

Prepared by: David Hemond  
Date: 11/08/13

Reviewed by: *pmc*  
Date: 11-11-13

Entered by:  
Date:

## Innovative Courses in Marble Falls ISD

### Current Innovative Courses Offered in MFISD:

- N1150040 & N1150041 (Sports Medicine I & II)
- N1290040 & N1290041 (PALS)
- N1290051 (College and Career Transition)
- N1290012 (Teen Leadership)

### **§74.27. Innovative Courses and Programs.**

A school district may offer innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum. With the approval of the local board of trustees, a school district may offer, without modifications, any state-approved innovative course.

**2013 Proposition; Marble Falls ISD Bond Election Results**

Travis County

	Early Voting	Election Day	Total
For	19 (37.25%)	44 (34.92%)	63 (35.59%)
Against	32 (62.75%)	82 (65.08%)	114 (64.41%)
	51	126	177 Total Travis County Votes

Burnet County

	Early Voting	Election Day	Total
For	407 (48.28%)	555 (45.68%)	962 (46.74%)
Against	436 (51.72%)	660 (54.32%)	1,096 (53.26%)
	843	1,215	2,058 Total Burnet County Votes

Overall

	Early Voting	Election Day	Total
For	426 (47.65%)	599 (44.67%)	1,025 (45.86%)
Against	468 (52.35%)	742 (55.33%)	1,210 (54.14%)
	894	1,341	2,235

# Cumulative Report — Unofficial

## BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
<b>No. 1, Vote For 1</b>							
	FOR	1,123	84.50%	1,825	87.49%	2,948	86.33%
	AGAINST	206	15.50%	261	12.51%	467	13.67%
	<b>Cast Votes:</b>	1,329	98.59%	2,086	97.80%	3,415	98.10%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	19	1.41%	47	2.20%	66	1.90%
<hr/>							
<b>No. 2, Vote For 1</b>							
	FOR	1,120	85.17%	1,739	85.20%	2,859	85.19%
	AGAINST	195	14.83%	302	14.80%	497	14.81%
	<b>Cast Votes:</b>	1,315	97.55%	2,041	95.69%	3,356	96.41%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	33	2.45%	92	4.31%	125	3.59%
<hr/>							
<b>No. 3, Vote For 1</b>							
	FOR	636	50.32%	1,052	53.76%	1,688	52.41%
	AGAINST	628	49.68%	905	46.24%	1,533	47.59%
	<b>Cast Votes:</b>	1,264	93.77%	1,957	91.75%	3,221	92.53%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	84	6.23%	176	8.25%	260	7.47%
<hr/>							
<b>No. 4, Vote For 1</b>							
	FOR	1,079	81.80%	1,738	84.21%	2,817	83.27%
	AGAINST	240	18.20%	326	15.79%	566	16.73%
	<b>Cast Votes:</b>	1,319	97.85%	2,064	96.77%	3,383	97.18%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	29	2.15%	69	3.23%	98	2.82%
<hr/>							
<b>No. 5, Vote For 1</b>							
	FOR	704	55.04%	1,186	59.30%	1,890	57.64%
	AGAINST	575	44.96%	814	40.70%	1,389	42.36%
	<b>Cast Votes:</b>	1,279	94.88%	2,000	93.76%	3,279	94.20%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	69	5.12%	133	6.24%	202	5.80%

# Cumulative Report — Unofficial

## BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
<b>No. 6, Vote For 1</b>							
FOR		854	64.50%	1,288	61.66%	2,142	62.76%
AGAINST		470	35.50%	801	38.34%	1,271	37.24%
	<b>Cast Votes:</b>	1,324	98.22%	2,089	97.94%	3,413	98.05%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	24	1.78%	44	2.06%	68	1.95%
<b>No. 7, Vote For 1</b>							
FOR		932	73.16%	1,482	74.62%	2,414	74.05%
AGAINST		342	26.84%	504	25.38%	846	25.95%
	<b>Cast Votes:</b>	1,274	94.51%	1,986	93.11%	3,260	93.65%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	74	5.49%	147	6.89%	221	6.35%
<b>No. 8, Vote For 1</b>							
FOR		829	69.20%	1,330	70.97%	2,159	70.28%
AGAINST		369	30.80%	544	29.03%	913	29.72%
	<b>Cast Votes:</b>	1,198	88.87%	1,874	87.86%	3,072	88.25%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	150	11.13%	259	12.14%	409	11.75%
<b>No. 9, Vote For 1</b>							
FOR		1,082	84.20%	1,672	83.35%	2,754	83.68%
AGAINST		203	15.80%	334	16.65%	537	16.32%
	<b>Cast Votes:</b>	1,285	95.33%	2,006	94.05%	3,291	94.54%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	63	4.67%	127	5.95%	190	5.46%
<b>BOND ELECTION MFISD, Vote For 1</b>							
FOR		407	48.28%	555	45.68%	962	46.74%
AGAINST		436	51.72%	660	54.32%	1,096	53.26%
	<b>Cast Votes:</b>	843	98.25%	1,215	97.98%	2,058	98.09%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	15	1.75%	25	2.02%	40	1.91%

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**Cumulative Report — Unofficial**

**BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013**

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
<b>Bond Proposition No. 1 City of Marble Falls, Vote For 1</b>							
	FOR	79	28.83%	79	34.20%	158	31.29%
	AGAINST	195	71.17%	152	65.80%	347	68.71%
	<b>Cast Votes:</b>	274	98.56%	231	97.88%	505	98.25%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	4	1.44%	5	2.12%	9	1.75%
<b>Bond Proposition No. 2 City of Marble Falls, Vote For 1</b>							
	FOR	90	32.97%	87	37.83%	177	35.19%
	AGAINST	183	67.03%	143	62.17%	326	64.81%
	<b>Cast Votes:</b>	273	98.20%	230	97.46%	503	97.86%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	5	1.80%	6	2.54%	11	2.14%
<b>Proposition No. 1 City of Marble Falls, Vote For 1</b>							
	FOR	153	56.67%	136	61.82%	289	58.98%
	AGAINST	117	43.33%	84	38.18%	201	41.02%
	<b>Cast Votes:</b>	270	97.12%	220	93.22%	490	95.33%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	8	2.88%	16	6.78%	24	4.67%
<b>Proposition No. 2 City of Marble Falls, Vote For 1</b>							
	FOR	182	67.66%	165	73.33%	347	70.24%
	AGAINST	87	32.34%	60	26.67%	147	29.76%
	<b>Cast Votes:</b>	269	96.76%	225	95.34%	494	96.11%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	9	3.24%	11	4.66%	20	3.89%
<b>Proposition No. 3 City of Marble Falls, Vote For 1</b>							
	FOR	181	66.54%	155	67.69%	336	67.07%
	AGAINST	91	33.46%	74	32.31%	165	32.93%
	<b>Cast Votes:</b>	272	97.84%	229	97.03%	501	97.47%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	6	2.16%	7	2.97%	13	2.53%

**Cumulative Report — Unofficial**

**BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013**

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
<b>Proposition No. 4 City of Marble Falls, Vote For 1</b>							
	FOR	189	71.32%	170	76.23%	359	73.57%
	AGAINST	76	28.68%	53	23.77%	129	26.43%
	<b>Cast Votes:</b>	265	95.32%	223	94.49%	488	94.94%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	13	4.68%	13	5.51%	26	5.06%
<b>Proposition No. 5 City of Marble Falls, Vote For 1</b>							
	FOR	223	83.21%	193	85.78%	416	84.38%
	AGAINST	45	16.79%	32	14.22%	77	15.62%
	<b>Cast Votes:</b>	268	96.40%	225	95.34%	493	95.91%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	10	3.60%	11	4.66%	21	4.09%
<b>Proposition No. 6 City of Marble Falls, Vote For 1</b>							
	FOR	148	55.85%	135	61.64%	283	58.47%
	AGAINST	117	44.15%	84	38.36%	201	41.53%
	<b>Cast Votes:</b>	265	95.32%	219	92.80%	484	94.16%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	13	4.68%	17	7.20%	30	5.84%
<b>MAYOR, Vote For 1</b>							
	Tom Schmersahl	20	41.67%	16	37.21%	36	39.56%
	Steve Jordan	28	58.33%	27	62.79%	55	60.44%
	<b>Cast Votes:</b>	48	97.96%	43	95.56%	91	96.81%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	1	2.04%	2	4.44%	3	3.19%
<b>COUNCIL MEMBER, Vote For 2</b>							
	Phillip A. Lee	26	49.06%	17	36.17%	43	43.00%
	Michele Shackelford	27	50.94%	30	63.83%	57	57.00%
	<b>Cast Votes:</b>	53	54.08%	47	52.22%	100	53.19%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	45	45.92%	43	47.78%	88	46.81%

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**Cumulative Report — Unofficial**

**BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013**

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early		Election		Total	
<b>Proposition Horseshoe Bay, Vote For 1</b>							
	FOR	40	83.33%	30	66.67%	70	75.27%
	AGAINST	8	16.67%	15	33.33%	23	24.73%
	<b>Cast Votes:</b>	48	97.96%	45	100.00%	93	98.94%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	1	2.04%	0	0.00%	1	1.06%
<b>Adoption of a Local Sales and Use Tax ESD No. 8, Vote For 1</b>							
	FOR	21	60.00%	33	56.90%	54	58.06%
	AGAINST	14	40.00%	25	43.10%	39	41.94%
	<b>Cast Votes:</b>	35	100.00%	58	100.00%	93	100.00%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	0	0.00%	0	0.00%	0	0.00%
<b>Proposition ESD No. 9, Vote For 1</b>							
	FOR	91	71.09%	206	73.05%	297	72.44%
	AGAINST	37	28.91%	76	26.95%	113	27.56%
	<b>Cast Votes:</b>	128	100.00%	282	99.30%	410	99.51%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	0	0.00%	2	0.70%	2	0.49%
<b>Proposition ESD No. 10, Vote For 1</b>							
	FOR	29	27.88%	42	19.35%	71	22.12%
	AGAINST	75	72.12%	175	80.65%	250	77.88%
	<b>Cast Votes:</b>	104	100.00%	217	99.09%	321	99.38%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	0	0.00%	2	0.91%	2	0.62%

**Cumulative Report — Unofficial**

**BURNET COUNTY, TEXAS — CONSTITUTIONAL AMENDMENT AND LOCAL ELECTIONS — November 05, 2013**

Total Number of Voters : 3,481 of 26,198 = 13.29%

Precincts Reporting 33 of 33 = 100.00%

Party	Candidate	Early	Election	Total
<b>DIRECTORS ELECTION CHISHOLM TRAIL, Vote For 3</b>				
	Edward W. Bolton	1 33.33%	1 5.00%	2 8.70%
	Joe Davis	0 0.00%	3 15.00%	3 13.04%
	Gary A. Goodman	0 0.00%	1 5.00%	1 4.35%
	Miles Allen	1 33.33%	2 10.00%	3 13.04%
	James Pletcher	0 0.00%	1 5.00%	1 4.35%
	Robert E. Johnson, Jr.	0 0.00%	1 5.00%	1 4.35%
	Sheila Cunningham	0 0.00%	6 30.00%	6 26.09%
	Larry Jeffrey	0 0.00%	2 10.00%	2 8.70%
	Phyllis Lewis	1 33.33%	3 15.00%	4 17.39%
	<b>Cast Votes:</b>	3 100.00%	20 95.24%	23 95.83%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	0 0.00%	1 4.76%	1 4.17%

Official Results

**Cumulative results for jurisdictions that are completely inside Travis County**

	<u>Early Voting</u>		<u>Election Day</u>		<u>Total Vote</u>	
<b>PROPOSITION, CITY OF BEE CAVE</b>						
4 of 4 Precincts Reporting						
For	127	86.39%	165	81.28%	292	83.43%
Against	20	13.61%	38	18.72%	58	16.57%
Total Votes Counted in this Race:	<u>147</u>		<u>203</u>		<u>350</u>	

<b>MAYOR, CITY OF JONESTOWN</b>						
4 of 4 Precincts Reporting						
Jim "Slim" Gough	62	31.00%	163	59.49%	225	47.47%
Deane Armstrong	138	69.00%	111	40.51%	249	52.53%
Total Votes Counted in this Race:	<u>200</u>		<u>274</u>		<u>474</u>	

<b>PLACE 1, ALDERMAN, CITY OF JONESTOWN</b>						
4 of 4 Precincts Reporting						
Donna Jo Priem	81	39.90%	185	66.07%	266	55.07%
Bill Nichols	122	60.10%	95	33.93%	217	44.93%
Total Votes Counted in this Race:	<u>203</u>		<u>280</u>		<u>483</u>	

<b>PLACE 2, ALDERMAN, CITY OF JONESTOWN</b>						
4 of 4 Precincts Reporting						
Tom Buckle	131	65.17%	99	36.53%	230	48.73%
John M. Tichi	70	34.83%	172	63.47%	242	51.27%
Total Votes Counted in this Race:	<u>201</u>		<u>271</u>		<u>472</u>	

<b>PLACE 4, CITY COUNCIL, UNEXPIRED TERM, CITY OF LEANDER</b>						
2 of 2 Precincts Reporting						
Dan Miche	9	20.93%	7	12.28%	16	16.00%
Ron Abruzzese	19	44.19%	20	35.09%	39	39.00%
Bob Hanson	8	18.60%	12	21.05%	20	20.00%
Jerry Perez	5	11.63%	4	7.02%	9	9.00%
Randy Caldwell	2	4.65%	14	24.56%	16	16.00%
Total Votes Counted in this Race:	<u>43</u>		<u>57</u>		<u>100</u>	

<b>PROPOSITION 1, CITY OF ROLLINGWOOD</b>						
2 of 2 Precincts Reporting						
For	82	58.99%	95	48.97%	177	53.15%
Against	57	41.01%	99	51.03%	156	46.85%
Total Votes Counted in this Race:	<u>139</u>		<u>194</u>		<u>333</u>	

<b>PROPOSITION 2, CITY OF ROLLINGWOOD</b>						
2 of 2 Precincts Reporting						
For	96	69.57%	134	69.07%	230	69.28%
Against	42	30.43%	60	30.93%	102	30.72%
Total Votes Counted in this Race:	<u>138</u>		<u>194</u>		<u>332</u>	

Official Results

**Cumulative results for jurisdictions that are completely inside Travis County**

	<u>Early Voting</u>		<u>Election Day</u>		<u>Total Vote</u>	
<b>PROPOSITION 3, CITY OF ROLLINGWOOD</b>						
2 of 2 Precincts Reporting						
For	124	89.21%	163	84.46%	287	86.45%
Against	15	10.79%	30	15.54%	45	13.55%
Total Votes Counted in this Race:	<u>139</u>		<u>193</u>		<u>332</u>	
<b>PROPOSITION 1, CITY OF ROUND ROCK</b>						
3 of 3 Precincts Reporting						
For	9	75.00%	9	81.82%	18	78.26%
Against	3	25.00%	2	18.18%	5	21.74%
Total Votes Counted in this Race:	<u>12</u>		<u>11</u>		<u>23</u>	
<b>PROPOSITION 2, CITY OF ROUND ROCK</b>						
3 of 3 Precincts Reporting						
For	8	66.67%	8	72.73%	16	69.57%
Against	4	33.33%	3	27.27%	7	30.43%
Total Votes Counted in this Race:	<u>12</u>		<u>11</u>		<u>23</u>	
<b>PROPOSITION 3, CITY OF ROUND ROCK</b>						
3 of 3 Precincts Reporting						
For	8	66.67%	6	54.55%	14	60.87%
Against	4	33.33%	5	45.45%	9	39.13%
Total Votes Counted in this Race:	<u>12</u>		<u>11</u>		<u>23</u>	
<b>PROPOSITION 4, CITY OF ROUND ROCK</b>						
3 of 3 Precincts Reporting						
For	9	75.00%	6	54.55%	15	65.22%
Against	3	25.00%	5	45.45%	8	34.78%
Total Votes Counted in this Race:	<u>12</u>		<u>11</u>		<u>23</u>	
<b>COUNCIL MEMBER, CITY OF SUNSET VALLEY</b>						
1 of 1 Precincts Reporting						
Forrest Arnold	30	34.88%	54	31.40%	84	32.56%
Jeff Burdett	29	33.72%	59	34.30%	88	34.11%
Rudi Rosengarten	27	31.40%	59	34.30%	86	33.33%
Total Votes Counted in this Race:	<u>86</u>		<u>172</u>		<u>258</u>	
<b>PROPOSITION NO. 1, CITY OF SUNSET VALLEY</b>						
1 of 1 Precincts Reporting						
For	38	90.48%	82	92.13%	120	91.60%
Against	4	9.52%	7	7.87%	11	8.40%
Total Votes Counted in this Race:	<u>42</u>		<u>89</u>		<u>131</u>	

Official Results

**Cumulative results for jurisdictions that are completely inside Travis County**

	<u>Early Voting</u>		<u>Election Day</u>		<u>Total Vote</u>	
<b>COUNCIL, THE VILLAGE OF POINT VENTURE</b>						
1 of 1 Precincts Reporting						
Donald Conyer	36	30.51%	27	15.79%	63	21.80%
Jeffrey W. Warneke	23	19.49%	48	28.07%	71	24.57%
Dan Deeze	11	9.32%	12	7.02%	23	7.96%
Pipper Ramsey	6	5.08%	13	7.60%	19	6.57%
Jackie Adamick	42	35.59%	71	41.52%	113	39.10%
Total Votes Counted in this Race:	<u>118</u>		<u>171</u>		<u>289</u>	

<b>MAYOR, THE VILLAGE OF POINT VENTURE</b>						
1 of 1 Precincts Reporting						
Russ Sweet	14	22.58%	13	13.83%	27	17.31%
Cristin Cecala	48	77.42%	81	86.17%	129	82.69%
Total Votes Counted in this Race:	<u>62</u>		<u>94</u>		<u>156</u>	

<b>MAYOR, VILLAGE OF THE HILLS</b>						
2 of 2 Precincts Reporting						
Ron Dodd	155	52.01%	77	61.60%	232	54.85%
Jerry Schmeil	143	47.99%	48	38.40%	191	45.15%
Total Votes Counted in this Race:	<u>298</u>		<u>125</u>		<u>423</u>	

<b>BOARD OF ALDERMEN, VILLAGE OF THE HILLS</b>						
2 of 2 Precincts Reporting						
J.R. Smith	226	59.16%	76	52.41%	302	57.31%
Rick Zehrer	156	40.84%	69	47.59%	225	42.69%
Total Votes Counted in this Race:	<u>382</u>		<u>145</u>		<u>527</u>	

<b>PROP. 1, VILLAGE OF THE HILLS</b>						
2 of 2 Precincts Reporting						
For	232	74.36%	87	65.41%	319	71.69%
Against	80	25.64%	46	34.59%	126	28.31%
Total Votes Counted in this Race:	<u>312</u>		<u>133</u>		<u>445</u>	

<b>CITY COUNCIL, VILLAGE OF VOLENTE</b>						
1 of 1 Precincts Reporting						
Ken Beck	36	29.51%	105	32.71%	141	31.83%
Christopher R. Wilder	36	29.51%	89	27.73%	125	28.22%
Mike Nitz	16	13.11%	44	13.71%	60	13.54%
Mark Scott	34	27.87%	83	25.86%	117	26.41%
Total Votes Counted in this Race:	<u>122</u>		<u>321</u>		<u>443</u>	

<b>PROPOSITION, MARBLE FALLS INDEPENDENT SCHOOL DISTRICT</b>						
3 of 3 Precincts Reporting						
For	19	37.25%	44	34.92%	63	35.59%
Against	32	62.75%	82	65.08%	114	64.41%
Total Votes Counted in this Race:	<u>51</u>		<u>126</u>		<u>177</u>	

Official Results

**Cumulative results for jurisdictions that are completely inside Travis County**

	<u>Early Voting</u>		<u>Election Day</u>		<u>Total Vote</u>	
<b>PERMANENT DIRECTORS ELECTION, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
Edward A. Theriot	2	25.00%	0	0.00%	2	25.00%
Robert B. Zamen	2	25.00%	0	0.00%	2	25.00%
Alex Altamirano	2	25.00%	0	0.00%	2	25.00%
Stayton Wright	2	25.00%	0	0.00%	2	25.00%
Total Votes Counted in this Race:	<u>8</u>		<u>0</u>		<u>8</u>	
<b>PROP. 1, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	
<b>PROP. 2, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	
<b>PROP. 3, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	
<b>PROP. 4, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	
<b>PROP. 5, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	
<b>PROP. 1, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>						
1 of 1 Precincts Reporting						
For	2	100.00%	0	0.00%	2	100.00%
Against	0	0.00%	0	0.00%	0	0.00%
Total Votes Counted in this Race:	<u>2</u>		<u>0</u>		<u>2</u>	

Official Results

**Cumulative results for jurisdictions that are completely inside Travis County**

	<u>Early Voting</u>	<u>Election Day</u>	<u>Total Vote</u>
<b>PROP. 2, PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 4</b>			
1 of 1 Precincts Reporting			
For	2 100.00%	0 0.00%	2 100.00%
Against	0 0.00%	0 0.00%	0 0.00%
Total Votes Counted in this Race:	<u>2</u>	<u>0</u>	<u>2</u>
<hr/>			
<b>PROPOSITION NO. 1, TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4</b>			
9 of 9 Precincts Reporting			
For	75 54.74%	175 64.10%	250 60.98%
Against	62 45.26%	98 35.90%	160 39.02%
Total Votes Counted in this Race:	<u>137</u>	<u>273</u>	<u>410</u>

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

*cc: Wade*

October 25, 2013

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 2014 – 2015. The ballot and resolution must be returned to the Appraisal District Office by December 15, 2013.

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*  
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 2014 – 2015

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 2016 total votes you may cast.**

NAMES OF CANDIDATES	NUMBER OF VOTES
CHAMNESS, CALVIN	
DALKE, A. EDGAR	
HENSLEY, BOBBYE	
RENICK, KAY	
SHELL, PAUL	

**Marble Falls I.S.D**  
**RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR**  
**THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR**  
**2014 – 2015**

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, 2013.

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 2014 –2015.

ACTION TAKEN, \_\_\_\_\_ day of \_\_\_\_\_, 2013 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

## **Board of Director Candidates for Burnet Central Appraisal District:**

### **Calvin Chamness:**

Mr. Chamness has served two terms as a Director for the District. He is the current Chairman of the Board of District. He has interest in the Granite Shoals area. He has served as a council member for the City of Granite Shoals.

### **Ed Dalke:**

Mr. Dalke has served four terms as a Director for the District. He has interest in the Hoover Valley area and the County in general. The County Commissioner's Court has nominated him each time. He attends Commissioner's Court meetings on a regular basis.

### **Bobbye Hensley:**

Ms. Hensley has served five plus terms as a Director for the District. She has interest in the City of Marble Falls and the Marble Falls ISD area.

### **Kay Renick:**

Ms. Renick has served two terms as a Director. She has interest in the City of Marble Falls.

### **Paul Shell:**

Mr. Shell has served six plus terms as a Director. He has interest in the City of Burnet. He is currently serving as a city council member for the City of Burnet.

Member Number	Name	Building Number	Vacant	Stories	Year Built	Square Footage	RCV	ACV	Arch/Engineering Fees
PC027-904	High School Main	2A	FALSE	1	1988	118,610	\$ 1,076,281.05	\$ 796,637.68	\$ 75,339.67
PC027-904	High School Auditorium	2B	FALSE	1	1988	19,444	\$ 216,266.49	\$ 148,192.61	\$ 15,138.65
PC027-904	High School Choir / Art	2C	FALSE	1	1988	10,193	\$ 119,671.44	\$ 81,450.11	\$ 8,377.00
PC027-904	High School Cafeteria / Gym	2D	FALSE	1	1988	39,052	\$ 571,198.61	\$ 391,827.62	\$ 39,983.90
PC027-904	High School Multi-Purpose	2E	FALSE	1	1988	2,477	\$ 13,545.87	\$ 12,693.04	\$ 948.21
PC027-904	High School Vocational	2F	FALSE	1	1988	13,969	\$ 150,534.71	\$ 104,384.11	\$ 10,537.43
PC027-904	High School Field House	2G	FALSE	1	2008	20,120	\$ 115,787.89	\$ 107,815.16	\$ 8,105.15
PC027-904	High School Band Hall	2H	FALSE	1	2002	9,100	\$ 89,018.57	\$ 76,558.48	\$ 6,231.30
PC027-904	High School Max Copeland Gym	2J	FALSE	1	2004	17,710	\$ 188,220.87	\$ 167,025.59	\$ 13,175.46
PC027-904	Highland Lakes Elementary Main	4A	FALSE	1	1998	68,045	\$ 313,203.51	\$ 271,631.02	\$ 21,924.25
PC027-904	Highland Lakes Elementary Classrooms	4B	FALSE	1	2003	11,972	\$ 85,537.99	\$ 74,724.54	\$ 5,987.66
PC027-904	Curriculum Building (Building 2)	5A	FALSE	1	1984	9,211	\$ 67,568.09	\$ 51,176.40	\$ 4,729.77
PC027-904	Administration	5B	FALSE	1	1985	17,230	\$ 116,910.73	\$ 88,733.56	\$ 8,183.75
PC027-904	Falls Career Center (Building 4)	5C	FALSE	1	1986	15,100	\$ 101,107.10	\$ 75,779.46	\$ 7,077.50
PC027-904	Colt Elementary Main (New)	9A	FALSE	1	2008	81,883	\$ 91,488.83	\$ 76,050.48	\$ 6,404.22
	Total						\$ 3,316,341.75	\$ 2,524,679.86	\$ 232,143.92



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eleventh day of September in the year Two Thousand Thirteen  
*(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 ISD  
1800 Coit Circle  
Marble Falls, TX 78654  
Telephone Number: 830-693-4357  
Fax Number: 803-693-5685

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

Claycomb Associates, Inc.  
5316 Hwy 290 W., #300  
Austin, TX 78735  
Telephone Number: 512-263-7940

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

- 1. District Wide Reroofing for 2013 Hail Damage
- ~~2. High School Remodel for Broadcast Studio~~

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.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1

*(Paragraphs deleted)*

Provide all architectural, planning, design and engineering services for new facilities, additions and renovations to the educational facilities of the Owner for a period of five (5) years from the date of this agreement.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date: 11-18-13

Unknown at time of execution.

.2 Substantial Completion date: 3-28-14

Unknown at time of execution.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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. The Architect shall

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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.

Architect's Representative shall be Bo Ledoux.

§ 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 Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000 / \$1,000,000 aggregate
- .2 Automobile Liability  
\$1,000,000
- .3 Workers' Compensation  
\$ 500,000
- .4 Professional Liability  
\$1,000,000 / \$2,000,000 aggregate
- .5 Owner shall be an "additional insured" under the General Liability and Auto Liability policies.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the 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 the accuracy and completeness 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.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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

§ 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

such other elements as may be appropriate. 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.

§ 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

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 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** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 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™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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

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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 A201–2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to 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 authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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.

§ 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 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Owner/Architect	Basic Services
§ 4.1.2 Multiple preliminary designs	Architect	Basic Services
§ 4.1.3 Measured drawings	Not Provided	Additional Services
§ 4.1.4 Existing facilities surveys	Architect	Basic Services
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect	Basic Services
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	Basic Services

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§ 4.1.8	Landscape design	Architect	Basic Services
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	Basic Services
§ 4.1.10	Value Analysis (B204™-2007)	Architect	Basic Services
§ 4.1.11	Detailed cost estimating	Construction Mgr	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	Request CM to Provide
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	Not applicable
§ 4.1.19	Coordination of Owner's consultants	Not Provided	Added Services
§ 4.1.20	Telecommunications/data design	Not Provided	Added Services
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Architect	Additional Services
§ 4.1.24	LEED® Certification (B214™-2007)	Architect	Additional Services
§ 4.1.25	Fast-track design services	Not Provided	Added Services
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	Added Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One ( 1 ) visits to the site per week by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspection 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 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty ( 60 ) 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.

## 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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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.

§ 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.

§ 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 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.6 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

## ARTICLE 6 COST OF THE WORK

§ 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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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.

§ 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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.

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§ 7.4 Except for the licenses granted in this Article 7, 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.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 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 A201-2007, 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 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.

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

Litigation in a court of competent jurisdiction  
*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, 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 the Architect elects to suspend 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 the Owner because of such suspension of services. Before resuming services, the Architect shall be paid 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.

§ 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 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 for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 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 Unless otherwise required in this Agreement, the Architect 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 the Project site.

§ 10.7 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| 1. District Wide Reroofing        | 7% of the Cost of the Work            |
| <del>2. High School Remodel</del> | <del>6% of the Cost of the Work</del> |

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

Hourly basis per Section 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly basis per Section 11.

§ 11.4 Compensation for 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 five percent ( 5 %), or as otherwise stated below:

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the GMP 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the GMP for such portions of the Project. 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, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Owner	\$ 300.00
Architect	\$ 200.00
Draftsman	\$ 150.00
Clerical	\$ 60.00

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10
- .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 0 ) 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.

§ 11.10.2 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 thirty ( 30 ) 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.

Init.

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

Per the Texas Prompt Payment Act, Chapter 2251, Texas Government Code

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**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 Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

**OWNER**

**ARCHITECT**

(Signature)

Marble Falls ISD  
Dr. Rob O'Connor, Superintendent

(Printed name and title)

Claycomb Associates, Inc.  
Bo Ledoux, Vice President

(Printed name and title)

The Statement of Jurisdiction shall say, "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of person registered as architects in Texas."

P. O. Box 12377, Austin, TX 78711-3942  
333 Guadalupe, Suite 2-350, Austin, TX 78701-3942  
<http://www.tbae/state.tx.us/architects/rules.html>

# Additions and Deletions Report for AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

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 10:18:54 on 11/04/2013.

## PAGE 1

**AGREEMENT** made as of the Eleventh day of September in the year Two Thousand Thirteen

...

Marble Falls ISD  
1800 Coit Circle  
Marble Falls, TX 78654  
Telephone Number: 830-693-4357  
Fax Number: 803-693-5685

...

Claycomb Associates, Inc.  
5316 Hwy 290 W., #300  
Austin, TX 78735  
Telephone Number: 512-263-7940

...

1. District Wide Reroofing for 2013 Hail Damage  
~~2. High School Remodel for Broadcast Studio~~

## PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Provide all architectural, planning, design and engineering services for new facilities, additions and renovations to the educational facilities of the Owner for a period of five (5) years from the date of this agreement.

...

Unknown at time of execution.

...

Unknown at time of execution.

PAGE 3

Architect's Representative shall be Bo Ledoux.

...

\$1,000,000 / \$1,000,000 aggregate

...

\$1,000,000

...

\$ 500,000

...

\$1,000,000 / \$2,000,000 aggregate

.5 Owner shall be an "additional insured" under the General Liability and Auto Liability policies.

PAGE 8

§ 4.1.1	Programming	<u>Owner/Architect</u>	<u>Basic Services</u>
§ 4.1.2	Multiple preliminary designs	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.3	Measured drawings	<u>Not Provided</u>	<u>Additional Services</u>
§ 4.1.4	Existing facilities surveys	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.6	Building information modeling	<u>Not Provided</u>	
§ 4.1.7	Civil engineering	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.8	Landscape design	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.9	Architectural Interior Design (B252™–2007)	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.10	Value Analysis (B204™–2007)	<u>Architect</u>	<u>Basic Services</u>
§ 4.1.11	Detailed cost estimating	<u>Construction Mgr</u>	
§ 4.1.12	On-site project representation	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	<u>Request CM to Provide</u>
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	<u>Not applicable</u>
§ 4.1.19	Coordination of Owner's consultants	<u>Not Provided</u>	<u>Added Services</u>
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	<u>Added Services</u>
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Architect</u>	<u>Additional Services</u>
§ 4.1.24	LEED® Certification (B214™–2007)	<u>Architect</u>	<u>Additional Services</u>
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	<u>Added Services</u>
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Not Provided</u>	<u>Added Services</u>

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User Notes:

PAGE 10

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One ( 1 ) visits to the site per week by the Architect over the duration of the Project during construction
- .3 ~~(—) inspections~~ Two ( 2 ) inspection 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 ~~(—)~~ Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty ( 60 ) 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.

PAGE 13

- ~~[ ]~~ Arbitration pursuant to Section 8.3 of this Agreement
- [ X ] Litigation in a court of competent jurisdiction
- ~~[ ]~~ Other (Specify)

§ 8.3 ARBITRATION

~~§ 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.

PAGE 15

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| <del>1. District Wide Reroofing</del> | <del>7% of the Cost of the Work</del> |
| <del>2. High School Remodel</del>     | <del>6% of the Cost of the Work</del> |

...

Hourly basis per Section 11.7

...

Hourly basis per Section 11.

§ 11.4 Compensation for 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 five percent ( 5%), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

PAGE 16

§ 11.6 When compensation is based on a percentage of the ~~Cost of the Work-GMP~~ 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the ~~Cost of the Work-GMP~~ for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

<u>Owner</u>	<u>\$ 300.00</u>
<u>Architect</u>	<u>\$ 200.00</u>
<u>Draftsman</u>	<u>\$ 150.00</u>
<u>Clerical</u>	<u>\$ 60.00</u>

...

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~

...

- ~~.10 Site office expenses; and  
.11 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

§ 11.10.1 An initial payment of zero (\$ 0 ) 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.

§ 11.10.2 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 thirty ( 30 ) 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.

PAGE 17

~~%~~ Per the Texas Prompt Payment Act, Chapter 2251, Texas Government Code

...

~~.2~~ AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.3~~ Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

...

\_\_\_\_\_  
*(Signature)*  
  
Marble Falls ISD  
Dr. Rob O'Connor, Superintendent

\_\_\_\_\_  
*(Signature)*  
  
Claycomb Associates, Inc.  
Bo Ledoux, Vice President

...

The Statement of Jurisdiction shall say, "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of person registered as architects in Texas."

P. O. Box 12377, Austin, TX 78711-3942  
333 Guadalupe, Suite 2-350, Austin, TX 78701-3942  
<http://www.tbae/state.tx.us/architects/rules.html>

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 10:18:54 on 11/04/2013 under Order No. 4233335299\_1 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™ – 2007 - 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 High School Choir Performance Tour Classical Bavaria & Austria Proposed Itinerary Munich, Salzburg, and Vienna

March 6-15, 2015

As of November 3, 2013

## **Friday, March 6**

1:00 PM Depart Marble Falls by luxury air-conditioned motorcoach for Houston Int'l airport

5:00 PM Arrive Houston Int'l Airport for check in at the British Airways desk

8:35 PM All members of the group depart Houston for London on BA Flt. 196

## **Saturday, March 7**

11:40 AM Arrive London Heathrow International Airport to transfer to BA Flt. 952 for Munich

12:45 PM Depart London Heathrow for Munich on BA 952

3:35 PM Arrive at Munich International Airport, to be met by your USIT tour conductor and your Austrian guide

4:30 PM All passengers depart Munich Airport for a short tour of Munich City Center and the historic area. We'll go by the Olympic Stadium, see the Frauenkirche, Munich's twin-spired Cathedral, spend a little time exploring Marienplatz, the city's central square and we'll have dinner in downtown Munich at Wienerwald in Munich at 6:30 PM. Then we depart for our four-star air-conditioned hotel for check in to retire early from a long day traveling from USA. Hotel: four star Hotel Mercure Orbis Perlach Sud, Karl-Marx Ring 87, Munich 81706, Germany (or similar)

## **Sunday, March 8**

After an early breakfast at the hotel, we check out of the Orbis Perlach Hotel and drive through the country towns on the way to the castle of Mad King Ludwig at Neuschwanstein near the small town of Fussen, Bavaria (adm. incl.). Probably the most famous castle in the world, it was the inspiration for Disney's Magic Kingdom castle. We arrive at Neuschwanstein, organize to climb the trail up to the castle for an English tour of the castle at 10:00 AM. Lunch is on your own in the Bavarian village after our tour of the castle. Then we depart for Salzburg, Austria, traveling through the famous alpine



Fern Pass to pass through Innsbruck. Shortly after Innsbruck, we come to the Swarovski Headquarters, where we will stop for a short tour and break (adm. optional). We arrive at our hotel at @ 6:00 PM, the four-star hotel and prepare for dinner at the hotel at 8:00 PM (incl.). Hotel & dinner: Hotel Radisson Blu, Fanny-von-Lehnert-Strasse 7, A-5020 Salzburg, Austria Phone as dialed from the US: 011 43 662 46880

### **Monday, March 9**

7:30 AM Breakfast at the hotel Today we'll see some of the Sound of Music sites, Schloss Heilbrunn outside Salzburg at which the famous gazebo stands, and then we'll drive the short way up into the mountains to Berchtesgaden, Germany, where the Alps begin. Here we'll enjoy a boat ride and tour of the famous deep green waters of the Koenigssee in the Berchtesgaden National Forest, the most photographed panorama in Germany, an alpine lake with forest and near vertical cliffs on its banks. The boat, with silent electric motor, crosses the lake and glides to a small peninsula where the ancient baroque chapel of St. Bartholomew has stood for 600 years, accessible only by water (adm. incl.). Then, we take a tour deep into the mountain at the famous salt mines in Berchtesgaden (adm incl.), which is fun for young and old alike. Dinner is provided at the hotel. Then we board our coach again to drive the short way into Salzburg for our 7:30 **concert performance** (site to be determined). Hotel and dinner: Radisson Blu Salzburg

### **Tuesday, March 10**

7:30 AM Breakfast at the hotel. Today, we'll start our walking tour of Salzburg at Mirabelle Gardens, one of the Sound of Music sites. From there, we continue to tour through the Old City (Altstadt) on foot, the best way to see it. This is a very compact area between the jutting outcrop of the Moenchsberg and the Salzach River. The rest of the Old City belonged to the wealthy burghers: the old market, the town hall, and the tall, plain burghers' houses like Mozart's Birthplace (adm. incl.). The Moenchsberg cliffs emerge unexpectedly behind the Old City, crowned to the east by the Hohensalzburg Fortress. Across the river is the Steingasse, a narrow medieval street where the working people lived. Our tour will include the Mozartplatz with its cafes and candy stores, the Residenz at the heart of Baroque Salzburg, the Dom and nearby St. Peter's Abbey. You can walk up to the fortress, or take the funicular, and from the Fortress Hohensalzburg, you can see the whole city, and on a clear day, you can see the nearby Alps in all their glory. Depending on the time, there is much more to see, and you have some free time in the afternoon. Dinner is on our own tonight in Salzburg before returning to our hotel for the evening. Hotel: Radisson Blu Salzburg



### **Wednesday, March 11**

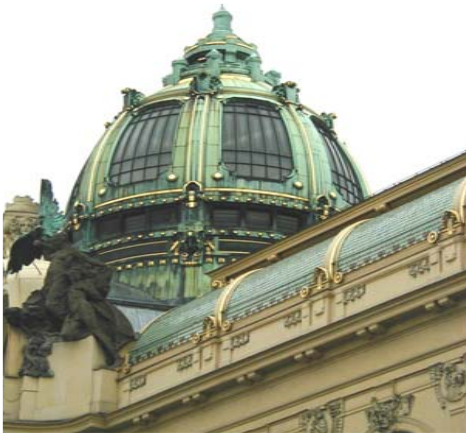
6:30 AM Breakfast at the hotel. After an early breakfast at the hotel and check-out, we leave Salzburg at 8:00 AM sharp, and head towards Vienna. We depart for Vienna through the beautiful Austrian countryside. As we travel on towards Vienna, we'll stop along the way for a tour of St. Florian's Abbey ("*Stift St. Florian*"), for a tour of the abbey, including its magnificent library and Baroque cathedral. The composer Anton Bruckner was the organist here for ten years, and his tomb in the catacombs, which we can visit and sing briefly, is directly under the organ he so loved, the famous Krissman organ. We can also sing informally in the sanctuary. After visiting St. Florian, we'll continue up the autobahn a short distance and stop at a Rosenberg restaurant for lunch on our own. A little further down the road towards Vienna, we'll drive along the beautiful Danube River, winding through upper Austria towards Vienna. We'll stop for a short visit in the town of Krems, in the heart of the wine and apricot region, to stretch our legs and see a little bit of this river town. At Krems we reboard the coaches for our last leg of the day into Vienna, where we arrive late afternoon or early evening at our four-star hotel for check-in and a late dinner. Hotel and dinner: Arcotel Wimberger, Neubaugurtel 34, A-1070 Vienna, Austria Phone: 011 43 1521 650 from the US; 01521 650 w/i Austria

### **Thursday, March 12**

7:30 AM Breakfast at the hotel. Our official introduction to the city of Vienna, city of art, history, literature, and of course, music, is a panoramic tour of Vienna by coach, including Vienna State Opera House, government center, and other important sights, and our guide will give us the background and history of Vienna as we go. The coach will drop us near the State Opera House for a tour there, and we'll proceed on foot from there. After seeing more of the sights with our guide, we'll have lunch in our chaperone groups, and after that, we'll have some free time in chaperone groups to explore Vienna and shop. At 4:00, the coaches will come back to pick us up and return us to the hotel to prepare for our attendance at the symphony or the opera. Dinner is on our own in the area of the hotel, and we will need to be dressed and ready to leave the hotel by 5:30 PM. The concert is the Vienna Residence Orchestra (or similar) performing Mozart and Strauss at Garden Palais Liechtenstein in Vienna and it starts at 6:30, lasting until about 8:30 PM. Hotel: Arcotel Wimberger

### **Friday, March 13**

8:00 AM Breakfast at the hotel. We depart at 9:00 AM for Altenburg, north of Vienna about an hour and half through the countryside to Rosenberg Castle, where we will see the castle and visit the Renaissance courtyard. There is a show in courtyard of



the Renaissance hunting birds--hawks, eagles, and falcons, that we will see at 11:00 AM. Lunch is on our own at Rosenberg immediately afterwards. From Rosenberg we return to Venna to prepare for our final concert, in Vienna, site TBD. Dinner is provided at a restaurant in the area before departing for **our second concert**. Hotel: Arcotel Wimberger

**Saturday, March 14**

**7:00 AM** Breakfast at the hotel. Today, we'll board the coach to see some of the sights that are a little further away from the Old City, to include the Hundertwasser House, the Composers' Cemetery with the gravesites of Schubert, Beethoven and other composers. Lunch is in chaperone groups (on our own) at the café at Schoenbrunn Palace or at Brandauer's Schlossbrau. Then we have our guided tour of Schoenbrunn Palace where Mozart played for royalty as a child, and we'll have time in our chaperone groups to explore the extensive palace gardens. Then we return to Vienna for we'll go for our evening dinner and entertainment at the Alte Presshause in Grinzing or similar before returning to the hotel to pack for our early departure in the morning. Hotel and dinner: Arcotel Wimberger.

**Sunday, March 15**

- 8:30 AM** Depart the hotel for Vienna Int'l. Airport
- 9:00 AM** Check-in for your flight to London
- 11:40 AM** Depart for London on BA Flt. 697, arriving **1:03 PM**
- 2:35 PM** All passengers depart London together on BA Flt. 197 for Houston
- 6:45 PM** All passengers arrive Houston
- 7:30 PM** Process through customs and load your coach for home.
- 11:30 PM** Arrive home in Marble Falls with many fond memories of your Austria tour



# **SPRING BREAK 2015**

## **CHOIR TRIP TO GERMANY AND AUSTRIA**

1. Cost of approx. \$2800 per student
  - a. Various fundraisers over the next year to cover costs
    - i. Need money for all lunches and few dinners and spending money (everything else is covered)
2. Dates will be set as soon as the 2014-2015 calendar is adopted and we know when Spring Break will be

# DEPARTMENT OF ACADEMIC PROGRAMS



RTI is

- An effort to change kids lives—not allowing failure.
- This is how teachers want to teach
- A Function of general ed.
- Individually tailored, interventions
- Good progress monitoring systems
- Data based decision making model

## MEET THE DEPARTMENT

- Cassandra Dowell – Administrative Assistant
- Eric Penrod – Director of Secondary Academics
- Lee Courville – Director of Elementary Academics
- Melissa Fields – District Assessment & Textbook Coordinator
- Leslie Talamantes – District Bilingual Coordinator

## ACADEMIC PROGRAMS SHARED DECISION-MAKING

- *Effective Communication* – All stakeholders are given relevant data.
- *Building Lasting Relationships* – Collaboration and trust have been built at the campus and classroom level.
- *Continued Support* – A clear plan for training has been established.
- *Department Accountability* – Expectations for the department have been established and those expectations are clear and focused.

## MFISD'S CORE ACADEMIC VALUES

- Learning is our Fundamental Purpose



- Building a Collaborative Culture Through High-Performing Teams



- Focus on Results in Order to Adjust Instruction Accordingly



## PRIMARY ROLES AND RESPONSIBILITIES



- Provide quality professional learning tied back to state standards and district core values.
- Develop a curriculum framework in which the collaborative process is utilized.
- Provide aligned resources that ensure a guaranteed and viable curriculum.
- Analyze data and project State accountability.
- Support campus action plans.
- Developed an Academic Program Two-Year Strategic Plan.

## WORLD CLASS PROFESSIONAL LEARNING

- Advanced Placement – College Board
- Response to Intervention – Dr. William Bender
- Shared Decision Making and Leadership – Dr. Anthony Muhammad
- Effective Collaborative Teams – Dr. Paul Farmer with Solution Tree
- District Data Analysis – Dr. Stephanie Zelnick
- Literacy Across the Curriculum – Lead4Ward, The Writing Academy, etc...
- Phonics – Foundations
- Teacher Leader Support (8 different sessions) – Mr. Steven Barkley
- MFISD Excellence in Education Conference – External Consultants and Internal Colleagues presenting best practices associated with our district framework
- Leadership Development and Focus - Dr. Mike Schmoker

## COMMUNICATION, RELATIONSHIPS & SUPPORT

### Elementary Bright Spots

- Horizontal Planning
- Embedded Staff Development
- Campus Data Talks
- Effective Collaborative Teams
- Foundations Vitality

### Secondary Bright Spots

- Solidified a Lesson Cycle
- Solidifying Response to Intervention
- Collaboratively Planning Pacing Docs
- Solidifying H.B. 5 and Endorsements
- Naviance Implementation at HS
- Career and College Exploration Course
- Embedded Staff Development
- Literacy Across the Curriculum at MS and HS
- More Focused Action Plans with Strategic Abandonment

## COMMUNICATION, RELATIONSHIPS & SUPPORT

### Bilingual Education

- Modified Guided Reading Instruction
- Foundations & Reading Independently
- Highland Lakes and Colt Progress
- Systemic Processes at Middle and High School

### Assessment, Data & Textbooks

- Eduphoria Implementation
- Eduphoria Professional Learning
- More Effective Data Analysis
- IMA Committee is in an Adoption Year
- Successful Close to the 2012-2013 Assessment Year

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT**  
**Preliminary Bond Election Timetable – May 10, 2014 Election**

Date	Event	Parties
To 2/15	Identify Facility Needs	MFISD, ARC
To 2/15	Define Bond Program	MFISD, SWS, BC
To 2/15	Develop Bond Election Strategy, Appoint Campaign Committees, and Prepare Voter Information Plan	MFISD, SWS
<hr/>		
<b>2/01</b>	<b>Conference Call – Discuss the Mechanics of the Election and the Information Needed to Complete the Order Calling the Bond Election</b>	<b>MFISD, SWS</b>
<b>Prior to 2/28</b>	<b>Board Meeting – Adopt Order Calling the Bond Election</b> <i>(not less than 71 days prior to the election date)</i>	<b>MFISD, SWS, BC</b>
3/11	Submit Notice of Election to the County Clerk <i>(not less than 60 days prior to the election date)</i>	BC
3/12	Provide Form of Ballot	SWS, BC
3/12	Provide Election Notices to the District	SWS, BC
3/17	Order Ballots and Election Supplies	MFISD, SWS
4/10 – 4/30	Publish Notice of Election <i>(between 10 and 30 days prior to election date)</i>	MFISD, SWS
Prior to 4/22	Post Notice of Election <i>(at least 21 days prior to election date)</i>	MFISD, SWS
<b>4/28 – 5/06</b>	<b>Early Voting</b> <i>(12th to 4th day prior to election date)</i>	<b>MFISD</b>
5/01	Provide Documents Necessary to Canvass the Election	SWS, BC
<b>5/10</b>	<b>Bond Election</b>	<b>MFISD</b>
5/13 – 5/21	Board Meeting – Adopt Order Canvassing the Election *	MFISD, SWS, BC
To 6/20	30-Day Contest Period	N/A
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To Be Determined	Staff Meeting – Discuss Plan of Finance and Bond Sale Schedule	MFISD, SWS
To Be Determined	Board Meeting – Authorize Issuance of Bonds	MFISD, SWS, BC
To Be Determined	Bond Closing – Transfer of Funds	MFISD, SWS, BC

\* All elections held on the May uniform election date must be canvassed no later than the 11<sup>th</sup> day after the election and no earlier than the later of (i) the 3<sup>rd</sup> day after the election, (ii) the date that any provisional ballots have been verified and counted, or (iii) the date that all ballots received from outside the U.S. and within five days after the election are counted.

Legend  
 ARC - Architect  
 SWS – Southwest Securities - Financial Advisor  
 BC - Bond Counsel