

**REQUEST FOR SEALED OFFERS TO LEASE  
APPROXIMATELY 0.51 ACRES OF UNIMPROVED REAL PROPERTY  
FROM EANES INDEPENDENT SCHOOL DISTRICT**

**Introduction:**

Eanes ISD is soliciting sealed offers to lease a portion of real property owned by Eanes ISD (“District”) in accordance with Texas Local Government Code Section 272.001 and pursuant to the terms and conditions set forth in this Request for Offers.

**Property:**

Offerors may propose to lease the portion of available property, which consists of approximately 0.51 acres of unimproved land, depicted in Exhibit A, and located at 4300 Westbank Drive Austin, Texas 78746 (the “Property”). The Property and any portion thereof shall be used, if at all, only in accordance with all applicable laws. The District will consider any and all offers; however proposals to develop an Aquatic Center will receive the most favorable consideration. For proposals involving an Aquatic Center, see attached guidance document in Exhibit C, *Westlake Swimming and Diving Aquatic Facility Vision*.

**Instructions:**

1. All offers will be subject to the terms and conditions contained in Exhibit B. To submit an offer, the offeror must submit three (3) copies of a Proposal and Development Plan in accordance with this Request for Sealed Offers.
2. The Proposal and Development Plan should contain the following information, which should be subject to the terms and conditions of Exhibit B:
  - a. Offeror’s name;
  - b. A description of the proposed land use;
  - c. Any proposed options for extensions of or buy-out of the initial 30 year lease term;
  - d. Proposed ground lease payments with description of proposed escalation provisions throughout the lease term;
  - e. A detailed description, including size and location of proposed improvements;

- f. A proposed timeline for development;
- g. A description of offeror's role in development, financing, operation and management of all proposed improvements;
- h. Disclosure of the source of funds or financing for construction of any improvements, including a list of investors;
- i. The names of other entities be involved in project, if known (architects, engineers, contractors, lenders, property management companies, co-lessees, etc.);
- j. Estimated development budget/costs;
- k. A description of public or educational benefits of proposed development, including opportunities for District use of any improvements at no cost to the District;
- l. Any opportunities for shared revenue arrangements with the District;
- m. Descriptions and locations of similar developments completed, owned or operated by offeror; and
- n. Any other information offeror wishes to submit for the District's consideration.

3. If offeror's proposal contemplates a development of that promotes a public purpose, including that of Eanes ISD and its students or programs, an acceptable offer should outline Eanes ISD's rights to use any facilities to be constructed by the proposed Lessee on the Property at no cost to the District, including dates and times that exclusive and/or priority use will be afforded to the District. Such provisions shall disclose any terms, conditions or restrictions that offeror intends to place on the District's use.

4. All offers should be delivered Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. (up to the deadline for submission) to:

Allyson Collins  
Eanes Independent School District  
601 Camp Craft Road  
Austin, Texas 78746

5. The Proposal and Development Plan must be delivered to the above address no later than **4:00 p.m. on May 4, 2016** to be considered. **If no offers, or no acceptable offers are received by such deadline, the District reserves the right to keep this solicitation open and continue to receive sealed offers until such time that an offer is formally accepted by the Eanes ISD Board of Trustees.**

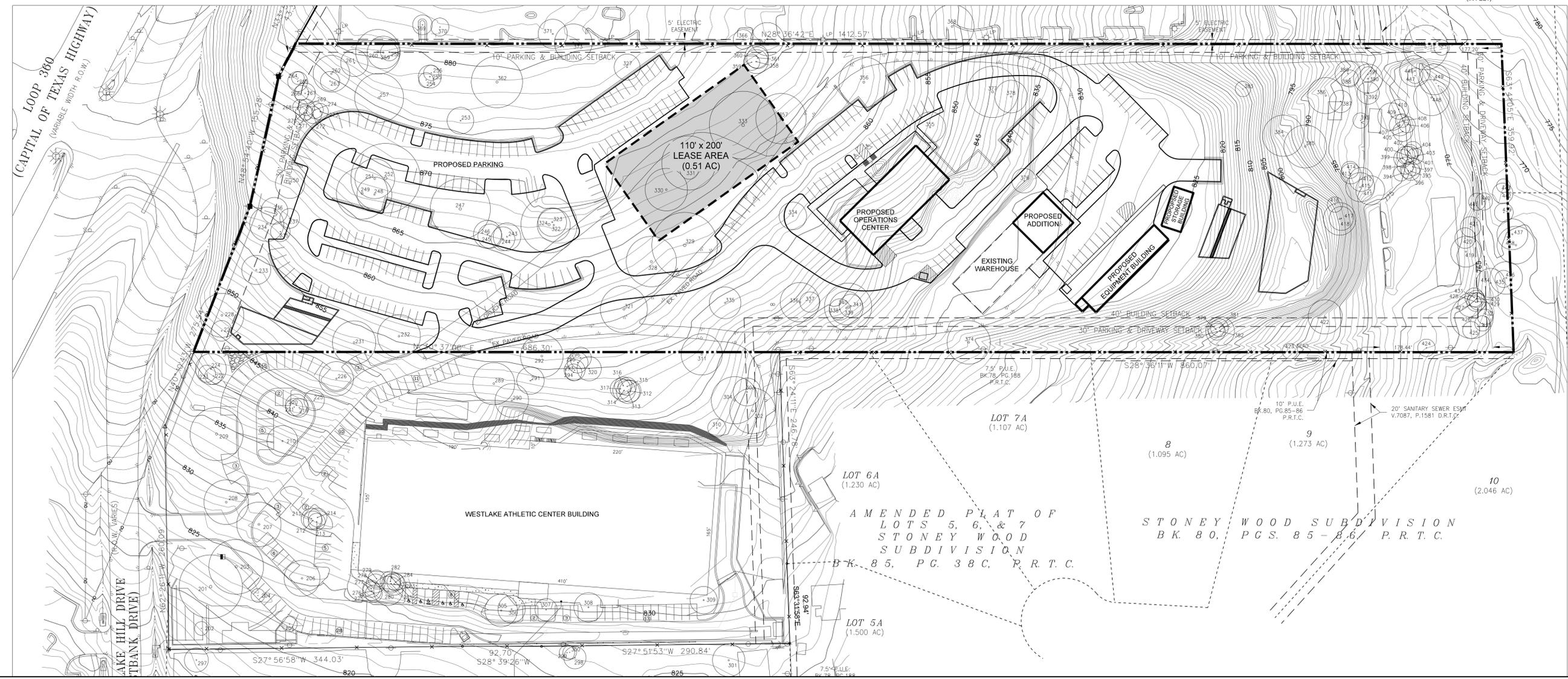
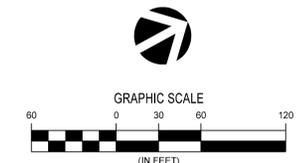
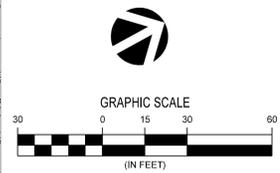
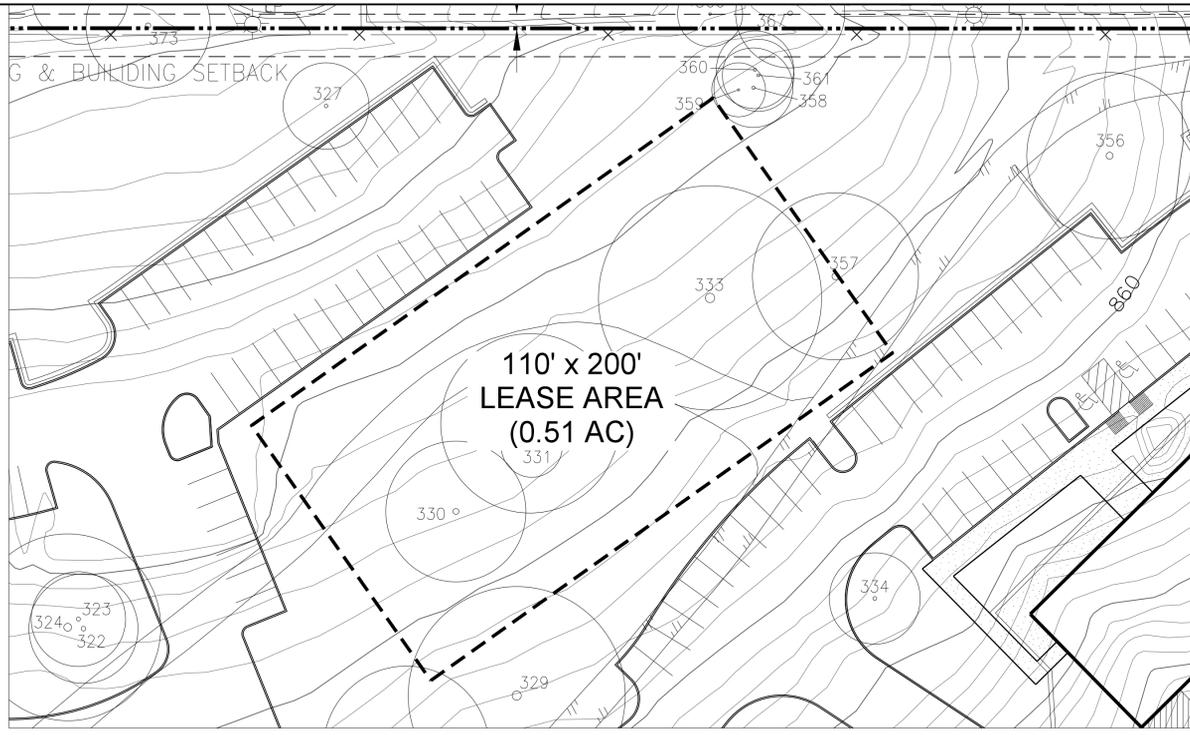
6. No offer is binding on the District or any offeror unless and until formal action of the Eanes ISD Board of Trustees and its approval of a written ground lease agreement between the District and the successful offeror. Such ground lease agreement will contain, at a minimum, the Terms and Conditions set forth in Exhibit B, in addition to other terms and conditions negotiated between the District and the successful offeror.

**7. THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS FOR THE LEASE OF THE PROPERTY, OR TO NEGOTIATE OR MAKE COUNTER-OFFERS TO ANY OFFEROR. IF THE DISTRICT DECIDES TO ACCEPT AN OFFER FOR THE LEASE OF THE PROPERTY, THE DISTRICT RESERVES THE RIGHT TO CONSIDER ANY RELEVANT FACTOR OR FACTORS WHEN CONSIDERING WHETHER OR NOT TO ACCEPT OR REJECT AN OFFER.**

**8. THE PROPERTY WILL BE LEASED "AS-IS WHERE-IS," WITH ALL FAULTS. EANES ISD MAKES NO REPRESENTATIONS AS TO THE CHARACTERISTICS OR CONDITION OF THE PROPERTY. ANY PROSPECTIVE LESSEE WILL HAVE SOLE RESPONSIBILITY FOR AND WILL BE GIVEN THE OPPORTUNITY TO CONDUCT, AT ITS SOLE EXPENSE, DUE DILIGENCE AND FEASIBILITY STUDIES NECESSARY FOR ANY PROPOSED DEVELOPMENT OF THE PROPERTY.**

9. Questions regarding these procedures or the Property should be addressed to:

Allyson Collins  
Eanes Independent School District  
601 Camp Craft Road  
Austin, Texas 7874



E.I.S.D. SHRINER TRACT

EXHIBIT FOR LEASE AREA

**UDG**  
 Urban Design Group  
 TX Registered Engineering Firm #F-1843  
 3660 Stoneridge Road  
 Suite E101  
 Austin, TX 78746  
 512.347.0040

# EXHIBIT B

## TERMS AND CONDITION OF PROSPECTIVE GROUND LEASE

Offeror, by submitting an offer to lease the above-described real property, acknowledges that, if accepted by the Eanes ISD Board of Trustees, a final negotiated ground lease would incorporate, at a minimum, the following material terms, in principle, to be contained in a fully developed Ground Lease Agreement (“Lease”) between offeror (“Lessee”) and Eanes ISD (“Lessor”), to be executed by both parties and subject to approval by the Eanes ISD Board of Trustees.

**1. Land Use:** The Property shall be used for the following purposes and land uses only: [to be negotiated with the successful offeror].

**2. Improvements:** Lessee shall assume all financial responsibility for all costs to design, construct, maintain and operate any Lessee improvements. Lessor will reasonably cooperate in the granting of any easements, restrictions and dedications, necessary for Lessee’s development, and will join in any permit and plat applications necessary for such development, at Lessee’s expense. Either Lessor or Lessee may terminate this Lease without further obligation if Lessee does not commence construction of proposed improvements within 4 years of Lease execution. Upon expiration or termination of the Lease for any reason, ownership and title of all improvements shall revert to and become the property of Lessor, in accordance with the Lease terms, subject to the early termination provisions set forth in Section 4 below.

a. Lessee must submit plans for improvements to Lessor for review, comment and written approval before applying for or obtaining any permits for construction.

b. Lessee will be responsible for conducting any necessary environmental and soil studies, as well as any other studies that may be required by authorities having jurisdiction over the project, including, but not limited to, traffic studies prior to commencing with the preparation of construction documents for any improvements on the Property. Lessee shall be solely responsible for any actions, mitigation plans, or improvements recommended by any such studies caused by Lessee’s proposed development. Lessor shall cooperate with any dedications, applications or ancillary agreements necessary for Lessee to satisfy these requirements, to the extent feasible, reasonable and legally permissible.

c. For improvements involving an Aquatic Center, all improvements must conform with USA Swimming facilities standards.

**3. Lessor Use and Access:** Lessor shall have the right to use agreed upon areas of the improvements for Lessor's purposes, at agreed upon times and for agreed upon terms.

**4. Early Termination:** Lessor may terminate the Lease by delivering 180 days written notice to Lessee; provided, however, during the first 30 years of the lease term, Lessor may only terminate this Lease if Lessor's Board of Trustees, in its sole discretion, determines that the Property is necessary for school use or financial exigency.

**5. Ownership of Improvements:** Lessee shall retain all ownership and title rights to the improvements until the expiration of the tenth (10<sup>th</sup>) year following the date of commencement of operations. Upon the expiration of the tenth (10<sup>th</sup>) year following commencement of operations, ownership and title rights to the Improvements shall automatically transfer to Lessor, free and clear of any debts or liens, without any payment by Lessor to Lessee. Upon transfer of ownership of the Improvements to Lessor, Lessee shall, upon request by Lessor, execute any and all reasonable documents to reflect such ownership and title of Lessor as required by Lessor, free and clear of any debts or liens, and in form and substance reasonably acceptable to Lessor. Notwithstanding the forgoing, ownership and title rights to all Improvements shall nonetheless become the property of Lessor, free and clear of any debts or liens, upon the expiration or termination of this Lease for any reason, and neither Lessee, nor any party acting or claiming on Lessee's behalf, shall be entitled to any compensation from Lessor.

**6. Utilities, Taxes and Property Maintenance:** For the entire term of the Lease, Lessee shall be responsible for all costs of utilities for the Property, including any connection or tap fees, and shall arrange with all utility providers for designated meters and accounts in the Lessee's name. Lessee shall be further responsible for any and all taxes assessed on the Property resulting from Lessee's use and improvements. All site and grounds maintenance, upkeep and repairs shall be Lessee's sole responsibility, and Lessee shall keep the Property visibly attractive and well-groomed at all times.

**7. Insurance and Bonds:** Lessee will be required to provide liability insurance covering its operations on the Property, naming Lessor as an additional insured. Lessee will be further required to purchase and maintain property insurance covering all of Lessee's improvements, betterments and personal property, including builders' risk coverage during Lessee's construction activities. Prior to commencing any construction or major subsequent alterations of Lessee improvements, Lessee must obtain and record Statutory Payment Bonds, as provided in Texas Property Code Chapter 53, covering all labor and materials furnished in connection with Lessee's improvements.

**8. Financial Disclosures and Reporting:** For each year of the Lease Term, Lessee shall be required to provide to Lessor a list of Lessee's investors and a copy of Lessee's annual financial report, within 3 months of each year-end, to include an income statement, balance sheet, operational expenses, income, assets, liabilities, and cash flow

statement.

**9. Assignment and Sublease:** Lessee shall have no right to assign the Lease or sublease the Property or Improvements.

**10. Default by Lessee:** Lessor shall be entitled to terminate the Lease at any time upon default by Lessee that remains uncured for a period of 30 days following written notice of Default from Lessor. The following shall be considered an act of default by Lessee: (1) breach of a term of the Lease; (2) failure to timely pay rent; (3) Lessee's insolvency; (4) cessation of Lessee's operating; or (5) criminal conviction of Lessee. Any act of default by Lessee will be grounds for termination of the Lease by Lessor.

**11. No Subordination or Security Interest:** Lessor, as a governmental entity, will not subordinate its ownership of or fee simple interest in the Property to any lender, leasehold mortgagee or lienholder of Lessee, and Lessee may not grant, mortgage or pledge any security interest in Lessor's land.

**12. Condemnation:** In the event of condemnation of the Property, the Lease shall immediately terminate and Lessee is excused from paying further Lease payments. Lessor shall recover the value of the land and any Lessor constructed improvements without burden or benefit of any Lessee constructed improvements; Lessee shall not be entitled to recover for any damages to the leasehold estate. The value of Lessee's improvements shall be split between Lessor and Lessee as follows: The appraised value of Lessee's improvements shall be amortized over the initial 30 year lease term, and Lessee shall recover only the unamortized value of Lessee's improvements as of the date of taking, with Lessor recovering the remaining portion. In the event condemnation occurs after the expiration of the initial 30 year term of the lease, Lessee shall not be entitled to any condemnation proceeds, and all improvements on the Property, whether constructed by Lessor or Lessee, shall be considered to be the property of Lessor for purposes of the award.

# EXHIBIT C

## Westlake Swimming and Diving Aquatic Facility Vision



### **Indoor Facility:**

The UIL swimming and diving season starts in September and runs through the coldest months of the year. The season concludes with the State Meet the last weekend of February. It is important to have an indoor facility so that practice schedules are not interrupted by cold or inclement weather. In this past 2014- 2015 season there were practice cancellations during the week of our District and Regional Championship meets due to cold weather mixed with rain. In only two weeks of this 2015-2016 season we have already had two practice cancellations due to thunderstorms.

### **Eight Lane Competition Pool:**

The UIL requires that championship meets be held in an eight lane competition pool. Currently we practice in a six lane pool which does not allow us to host any significant meets and also reduces the amount of swimmers that we can retain in our program.

### **Warmup/Cool-Down Pool:**

In order to host meets you must have a smaller second pool in order for swimmers to warm up and cool down before and after events without interrupting the swim meet in the competition pool. This pool is typically four lanes and depending on the depth can also double as a diving well. If the pool is kept shallow than it can be used for learn to swim programs and aquatic fitness classes. This second pool would also allow us to have a Junior Varsity program instead of having to cut athletes every year.

### **Diving Well:**

Diving is part of every UIL swim meet and a diving well must be included in the facility in order to host high school competitions. Currently we do not have a diving program on site which hurts our chances at the District, Regional, and State meets because we are giving away points to our competitors before the competition has even started.

**Locker Rooms:**

Men's and Women's locker rooms with showers are a necessity. Showering is a requirement before entering any pool in order to upkeep the cleanliness of the water. The locker rooms would also be used to change in and out of swimming attire during practices and competitions.

**Storage:**

Storage space is essential for all the training equipment used by the swimmers and also to store all the equipment that is used for hosting swim meets.

Currently we practice in a six lane outdoor neighborhood pool off of campus. This requires us to use part of our class and practice time to transport the swimmers from the school to the pool. The space we have limits us to the number of swimmers we can keep on the team and as a result we cut swimmers every year instead of being able to implement a Junior Varsity Program. Having a facility on campus would also allow us to have a middle school program which would benefit our high school team tremendously. Currently we only have two hours a day of pool time and it must be in the afternoons which conflicts with the practice schedule of all the club teams in the area. Being able to have our practices in the morning would allow us to have our club swimmers more often during the week and still allow them to go to their club practices in the afternoon. We would also be able to implement a more in depth off-season program as currently we have limited pool time in the spring and starting in April every year we are not allowed to swim at all for the rest of the school year. In the summer time we would also be able to have learn to swim camps and a summer league team which would give kids in our attendance zone a chance to experience the sport and start to practice their skills at a young age.

Steve Navarro  
Westlake Head Boy's Swim Coach

Alison Soelter  
Westlake Head Girl's Swim Coach

Callan Nokes  
Westlake Boy's Assistant Athletic Director

Haley Gaddis  
Westlake Girl's Assistant Athletic Director