

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held February 15, 2023, beginning at 6:00 PM in the Educational Development Center, Live Oak Room
 607 RR 620 North
 Austin, TX 78734.

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

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Public Comments/Citizen Participation
4. Presentation/Discussion Items
 - A. Library Resources and Processes 2023 4
 - B. January 2023 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report 5
 - C. 2023 Bond Program Delivery Method for Safety and Security Improvements 10
 - D. TASB Policy Update 120 Affecting the Following Local Policies: CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT – EMERGENCY PLAN 11
 - FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
 - FO(LOCAL): STUDENT DISCIPLINE
 - E. Discussion of Districtwide Intruder Detection Audit Report Findings 24
 - F. C&I Update - Middle of Year Universal Screener Data K-8 25
5. Consideration Items
 - A. TEA Expedited Waiver Request for Modified Schedule State Assessment Testing Days 26
 - B. TEA Expedited Waiver Request for Staff Development Minutes Waiver 28
 - C. TEA Missed School Days Waiver for Students 30
 - D. Resolution No. 021523-00 of the Board Regarding Wage Payments During Emergency School Closings 33
 - E. Agreement with Travis County and Other Municipalities Regarding May 6, 2023 Joint Election 36
 - F. Election Services Agreement Between Travis County and Lake Travis Independent School District 48
 - G. 2022 - 2023 Budget Amendment #1 - General Operating and Debt Service Funds 63

H.	Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-01 for Elementary School #8	66
I.	Third Amendment to Ground Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless	70
J.	Resolution No. 021523-01 Authorizing Advanced Funding Agreement with TxDOT	93
K.	Resolution No. 021523-02 for Donation of Approximately 6.31 Acres of Land to Travis County	103
L.	Resolution No. 021523-03 Granting Authority to Execute Environmental Buffer Easements	127
M.	Agreement Between Lake Travis ISD and City of Lakeway Regarding the Development and Construction of Elementary School #8	130
N.	Participation Contract - Balcones Canyonlands Conservation Plan (BCCP - 1182) Located at - 4528 Bee Creek Rd. , Spicewood, TX 78669 for Elementary School #8	151
O.	Participation Contract - Balcones Canyonlands Conservation Plan (BCCP - 1181) Located at - 19110 State Hwy 71, Spicewood, TX 78669 for Elementary School #8	170
P.	Superintendent's Employment Contract	189
Q.	Consent Agenda	
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	2. Minutes of January 25, 2023 Superintendent's Summative Conference	221
	3. 2023-2024 Innovative Course Approval	224
	4. Locally Approved Courses for UIL No Pass/No Play Exemptions	226
	5. 2023-2024 Off-Campus Physical Education Providers	230
6.	Upcoming Meetings and Events	
	A. March 22, 2023, 6:00 p.m. - Monthly Board Meeting, EDC	
	B. April 5, 2023, 6:00 p.m. - Budget Workshop, EDC	
	C. April 19, 2023, 6:00 p.m. - Monthly Board Meeting, EDC	
7.	Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.	
	A. Section 551.074 - Personnel Matters	
	1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)	
	B. Section 551.071 - Consultation with Attorney	
	1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).	
	C. Section 551.072 - Deliberation Regarding Real Property	
	1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)	

- D. Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student
 - 1. The Board will discuss personally identifiable information about a public school student.
 - E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:
 - 1. The deployment, or specific occasions for implementation of security personnel or devices.
8. Adjournment



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Library Resource Policies and Processes

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the current guidance on library resource policies and processes.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Carl McLendon – Director, Curriculum & Instruction (Secondary)

ATTACHMENTS

Presentation

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

January 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-January 2023
2. Balance Sheet-January 2023
3. Tax Statement-January 2023
4. 2018 Capital Projects Report-January 2023

MEETING DATE

February 15, 2023

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

1/31/2023

Current Year

Prior Year

<i>Revenues</i>		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 161,825,453	\$ 138,180,270	\$ 23,645,183	85.39%	\$ 118,218,742	89.81%
5700	Other Local Revenues	2,884,000	1,184,967	1,699,033	41.09%	679,768	32.17%
5800	State Program Revenue	8,779,874	3,366,509	5,413,365	38.34%	3,125,630	28.79%
5900	Federal Revenue	500,000	1,543	498,457	0.31%	43,881	7.90%
Total Revenue		\$ 173,989,327	\$ 142,733,289	\$ 31,256,038	82.04%	\$ 122,068,021	84.09%

Expenditures

11	Instruction	\$ 62,421,022	\$ 29,040,830	\$ 33,380,192	46.52%	\$ 26,417,728	44.21%
12	Instructional Resources	1,019,890	465,864	554,026	45.68%	435,376	44.42%
13	Staff Development	1,517,909	616,938	900,971	40.64%	302,819	34.01%
21	Instructional Administration	2,536,242	780,158	1,756,084	30.76%	877,264	39.05%
23	School Administration	4,979,123	2,192,789	2,786,334	44.04%	1,979,638	40.55%
31	Guidance & Counseling	4,626,719	2,074,549	2,552,170	44.84%	2,006,003	41.09%
32	Social Work Services	147,920	60,415	87,505	40.84%	65,885	45.44%
33	Health Services	988,161	455,917	532,244	46.14%	409,065	45.59%
34	Transportation	5,141,946	2,025,079	3,116,867	39.38%	1,866,812	44.06%
35	Food Service	107,821	43,886	63,935	40.70%	30,000	33.33%
36	Co-Curricular Account	2,658,103	1,155,765	1,502,338	43.48%	1,123,873	44.23%
41	General Administration	3,863,546	1,722,903	2,140,643	44.59%	1,495,267	39.34%
51	Plant & Maint. Operation	12,128,868	4,886,548	7,242,320	40.29%	4,685,255	42.87%
52	Security	896,983	422,578	474,405	47.11%	356,534	42.15%
53	Non-Inst. Data Processing	3,337,694	1,164,166	2,173,528	34.88%	1,006,317	38.19%
61	Community Services	518,660	163,438	355,222	31.51%	130,964	31.06%
81	Facilities/Construction	35,940	34,629	1,312	96.35%	10,000	33.33%
91	State Transfers	69,043,111	-	69,043,111	0.00%	-	0.00%
92	Incremental Cost WADA	-	-	-	0.00%	194,076	66.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	-	0.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%	-	0.00%
99	Travis County Appraisal	870,000	434,198	435,802	49.91%	238,674	48.76%
Total Expenditures		\$ 176,899,658	\$ 47,740,649	\$ 129,159,009	26.99%	\$ 43,631,549	29.78%

Other Resources and (Uses)

7990	Other Resources	-	-	-	0.00%	-	0.00%
8990	Other Uses	-	-	-	0.00%	-	0.00%
8911	Transfers-Out	-	-	-	0.00%	-	0.00%
Total Resources & Uses		\$ -	\$ -	\$ -	0.00%	\$ -	0.00%

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ (2,910,331)	\$ 94,992,641
3000	Beginning Fund Balance 9/1	\$ 46,144,750	
3000	Ending Fund Balance 8/31	\$ 43,234,419	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 42,668,906	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: January 31, 2023

<i>Assets</i>	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Current Assets:						
1101 Cash	\$ 6,771,523	\$ 1,855,972	\$ 1,450,069	\$ 10,025,389	\$ 5,962,968	\$ 26,065,922
1103 Temporary Investments	\$ 138,110,988		\$ 57,775,645	4,123,187	192,388	200,202,208
Total Cash and Investments	\$ 144,882,512	\$ 1,855,972	\$ 59,225,714	\$ 14,148,576	\$ 6,155,357	\$ 226,268,130
Receivables:						
1210 Property Taxes-Current	\$ 25,434,186	\$ -	\$ 9,416,342	\$ -	\$ -	\$ 34,850,527
1220 Property Taxes-Delinquent	\$ 2,356,258	\$ -	\$ 854,946	-	-	3,211,204
1230 Allowance-Uncollected Taxes	\$ (868,808)	\$ -	\$ (279,355)	-	-	(1,148,163)
1240 Due From Federal Agencies	\$ 848,990	\$ 171,584	\$ -	-	-	1,020,574
1250 Sundry Receivables	\$ 8,580	\$ 1,178	\$ -	281	-	10,039
1260 Due From Funds	\$ 7,086,514	\$ 29,389	\$ -	43,539	1,282,655	8,442,097
1280 Due From Other Funds Warehouse Items	\$ 1,121		\$ -	-	680,803	681,924
1290 Other Receivables	\$ 647,615	\$ 2,970	\$ -	-	-	650,585
1300 Inventories, At Cost	\$ 150,329	\$ 424,571	\$ -	-	-	574,900
Total Receivables	\$ 35,664,785	\$ 629,692	\$ 9,991,933	\$ 43,820	\$ 1,963,458	\$ 48,293,687
1400 Other Current Assets	\$ -		\$ -	-	493,399	493,399
Total Assets	\$ 180,547,296	\$ 2,485,664	\$ 69,217,646	\$ 14,192,396	\$ 8,612,214	\$ 275,055,216
Resources						
5010 Estimated Revenue	\$ 173,989,327	\$ 10,667,327	\$ 60,300,000	\$ -	\$ 16,787,322	\$ 261,743,976
5030 Less: Realized Revenue	\$ 142,733,289	\$ 3,227,721	\$ 51,671,863	68,407	1,984,979	199,686,260
5000 Revenues to be Received	\$ 31,256,038	\$ 7,439,606	\$ 8,628,137	(68,407)	14,802,343	62,057,716
Total Assets & Resources	\$ 211,803,334	\$ 9,925,270	\$ 77,845,783	\$ 14,123,989	\$ 23,414,557	\$ 337,112,932
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 172,350	\$ 121,203	\$ -	\$ 268,664	\$ 5,617,639	\$ 6,179,855
2160 Accrued Wages Payable	\$ 9,416,138	\$ 489,738	\$ -	28,434	112,869	10,047,178
2170 Due To Other Funds	\$ 1,913,028	\$ 299,778	\$ -	365,993	535,514	3,114,313
2180 Due To Other Govt's	\$ (11,289)	\$ -	\$ -	-	-	(11,289)
2190 Due To Student Groups	\$ -	\$ -	\$ -	-	-	-
2150 Payroll Deduct & Withhold	\$ -	\$ -	\$ -	-	573,398	573,398
Total Current Payables	\$ 11,490,228	\$ 910,718	\$ -	\$ 663,091	\$ 6,839,419	\$ 19,903,456
2210 Accrued Expenses	\$ -	\$ -		340,176	698,872	1,039,048
2300 Deferred Revenue	\$ 2,062	\$ 429,632	\$ -	-	-	431,694
2400 Payable From Restricted Assets	\$ -			-	830,373	830,373
2600 Deferred Inflows	\$ 27,917,617	\$ -	\$ 10,002,382	-	-	37,919,999
Total Liabilities	\$ 39,409,907	\$ 1,340,351	\$ 10,002,382	\$ 1,003,266	\$ 8,368,664	\$ 60,124,570
Fund Equity						
6010 Appropriations	\$ 176,899,658	\$ 10,667,327	\$ 56,780,000	\$ 21,714,710	\$ 16,787,322	\$ 282,849,017
6050 Less: Expenditures	\$ (47,740,649)	\$ (5,902,753)	\$ (8,800)	(6,671,473)	(5,816,811)	(66,140,486)
6030 Encumbrances						-
Available Appropriations	\$ 129,159,009	\$ 4,764,574	\$ 56,771,200	\$ 15,043,237	\$ 10,970,511	\$ 216,708,531
4310 Reserve For Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3600 Unassigned Fund Balance	\$ 42,668,905	\$ 3,820,345	\$ 11,072,201	\$ (1,922,514)	\$ 4,075,382	\$ 59,714,319
3590 Committed Fund Balance - Accr. Leave	\$ 565,513					565,513
Total Liability & Fund Equity	\$ 211,803,334	\$ 9,925,270	\$ 77,845,783	\$ 14,123,989	\$ 23,414,557	\$ 337,112,932

SUMMARY OF TAX COLLECTIONS
AS OF JANUARY 2023

2022-23 Original Tax Levy	\$	226,615,817.90
Delinquent Taxes as of 8/31/2022		<u>3,841,495.74</u>
Total Receivables for 2022-23	\$	230,457,313.64
Current Year Adjustments		(2,427,392.06)
Prior Year Adjustments		<u>(1,210,768.82)</u>
Adjusted Receivables.....	\$	226,819,152.76
Total Net Collections To Date		<u>(188,988,808.41)</u>
Outstanding Receivables as of		1/31/2023
	\$	<u>37,830,344.35</u>

<u>SUMMARY OF BUDGETED COLLECTIONS</u>	<u>BUDGETED</u>	<u>NET COLLECTED</u>	<u>BUDGETED DIFFERENCE</u>	<u>% OF BUDGET COLLECTED</u>
Maintenance - Current Tax	\$ 161,825,453.00	\$ 138,180,269.90	\$ 23,645,183.10	85.39%
Maintenance - Prior Year Tax	600,000.00	(425,931.56)	1,025,931.56	0.00%
Maintenance - Penalties & Interest	<u>600,000.00</u>	<u>169,658.05</u>	<u>430,341.95</u>	<u>28.28%</u>
Sub-total	<u>\$ 163,025,453.00</u>	<u>\$ 137,923,996.39</u>	<u>\$ 25,101,456.61</u>	<u>84.60%</u>
Debt Service - Current Tax	\$ 59,900,000.00	\$ 51,157,628.75	\$ 8,742,371.25	85.41%
Debt Service - Prior Year Tax	100,000.00	(154,545.35)	254,545.35	0.00%
Debt Service - Penalties & Interest	<u>200,000.00</u>	<u>61,728.62</u>	<u>138,271.38</u>	<u>30.86%</u>
Sub-total	<u>\$ 60,200,000.00</u>	<u>\$ 51,064,812.02</u>	<u>\$ 9,135,187.98</u>	<u>84.83%</u>
Total Collections	<u>\$ 223,225,453.00</u>	<u>\$ 188,988,808.41</u>	<u>\$ 34,236,644.59</u>	<u>84.66%</u>

<u>Tax Collection Comparison with 2022-23: Adjusted Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	84.45%	88.48%	85.48%
Percent of Total Taxes Collected	84.20%	88.55%	85.84%
Percent of Total Taxes and P & I Collected	84.30%	88.63%	85.97%

<u>Tax Collection Comparison with 2022-23: Original Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	83.55%	88.13%	84.95%
Percent of Total Taxes Collected	83.29%	88.20%	85.30%
Percent of Total Taxes and P & I Collected	83.40%	88.27%	85.43%

**Lake Travis ISD
2018 Bond Program Summary
January 31, 2023**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds	253,000,000.00	236,305,111.00	236,305,111.42	(0.42)
2 Interest Revenue	0.00	5,263,711.00	5,216,979.83	46,731.17
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	18,631,178.00	18,631,178.35	(0.35)
Total Resources	253,000,000.00	260,200,000.00	260,153,269.60	46,730.40

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,596,166.00	34,596,165.46	0.54
20 Elementary School #8	3,979,000.00	7,280,747.00	5,845,529.51	1,435,217.49
30 Secondary School #2	13,802,000.00	6,807,041.00	6,182,712.43	624,328.57
40 Middle School #3	75,980,710.00	77,314,012.00	77,314,011.66	0.34
50 FCA Projects	36,610,132.00	58,409,772.00	56,043,415.97	2,366,356.03
60/70 Small Renovation Improvements	16,927,133.00	12,303,947.00	11,594,955.52	708,991.48
Construction/Renovation	178,809,975.00	196,711,685.00	191,576,790.55	5,134,894.45
81 Instructional Materials & Equipment	5,707,000.00	5,724,965.00	4,026,433.40	1,698,531.60
82 Technology	29,901,700.00	26,131,256.00	25,235,465.99	895,790.01
83 Copy Machines	750,000.00	750,000.00	534,178.15	215,821.85
84 Maintenance	600,000.00	1,060,000.00	746,555.80	313,444.20
85 Food & Nutrition Services	3,950,789.00	1,931,197.00	1,876,003.32	55,193.68
86 Transportation	13,300,000.00	10,983,059.00	8,536,969.91	2,446,089.09
87 District Furniture & Equipment	6,000,000.00	6,800,000.00	6,324,085.21	475,914.79
88 Police	0.00	400,000.00	370,437.23	29,562.77
90 Land	1,270,000.00	1,803,917.00	567,503.50	1,236,413.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	1,882,326.00	38,061.00	1,844,265.00
95 Program Administration	3,200,000.00	3,302,166.00	2,646,282.10	655,883.90
97 LTMS Wastewater Expansion	0.00	801,405.00	76,692.39	724,712.61
Other Programs	74,190,025.00	63,488,315.00	52,896,691.77	10,591,623.23
Total 2018 Bond Program	253,000,000.00	260,200,000.00	244,473,482.32	15,726,517.68



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023 Bond Program Delivery Method for Safety and Security Improvements

RECOMMENDED ACTION

For Presentation/Discussion Only.

RATIONALE

Per Board Policy CV (Local), the project delivery method to be used for each construction contract valued at or above \$100,000 shall be the competitive sealed proposal, as determined and approved by the Board as the best value. If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board to consider, determine, and approve a different project delivery method that provides the best value to the District.

Present and recommend the Job Order Contract (JOC) Delivery Method for the Summer of 2023, District Safety and Security Improvements and authorize the Superintendent or his designee to negotiate and execute the Job Order Contract. The recommended General Contractor for this work is American Constructors.

Job Order Contracting (JOC) is being recommended for this specific project. JOC is a procurement method used for maintenance, repair, alteration, renovation, remediation or minor construction of a facility. If the recommended delivery method is approved, the administration intends to bring the pricing to the Board for approval at a subsequent board meeting (March or April).

LTISD District Safety and Security Improvements:

- Exterior signage for all campuses that do not currently have exterior door number signage
- Window glass improvements throughout the district
- Improved classroom door hardware at the LTHS Annex and Hudson Bend Middle School

BUDGET PROVISIONS

2023 Bond Program

2022-2025 School Safety Standards Formula Grant

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TASB Policy Update 120 Affecting the Following Local Policies:

CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT – EMERGENCY PLAN

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the March 22, 2023 board meeting.

RATIONALE

TASB regularly sends updates of legal and local policy reflective of legislative changes, court cases, Commissioner's rulings, letters, etc. Update 120 includes updates to the policies listed above and are designed to make certain policies uniform with TASB recommendations except when they are intended to reflect upon the district's District of Innovation Plan as in the case of FNG(LOCAL).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Matthew Tiffie – General Counsel

ATTACHMENTS

Update 120 Packet

Local Policy Comparison Packet

MEETING DATE

February 15, 2023

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- 3.4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

U120 with additional revisions regarding DOI: 2.1.2023

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

In accordance with the District's innovation plan, complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. [See GKA]

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints **within the scope of Section 504, including complaints** concerning identification, evaluation, or educational placement of a student with a disability, ~~within the scope of Section 504~~ shall be submitted in accordance with FB and the procedural safeguards handbook.

9. **Complaints within the scope of the Individuals with Disabilities Education Act, including complaints** ~~Complaints~~ concerning identification, evaluation, educational placement, or discipline of a student with a disability, ~~within the scope of the Individuals with Disabilities Education Act~~ shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with **the EF series**.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. **Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.**

~~Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]~~

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

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Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the parent or student fails to appear at a scheduled conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only within the original time period for filing a complaint.

Response

At Levels One and Two, “response” shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student’s or parent’s email address of record, or sent by U.S. Mail to the student’s or parent’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

“Representative” shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student

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or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. A representative may not represent the student or parent without the complainant present unless the complainant has designated the representative through written notice to the District. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. If the District determines a complaint has been or could have been addressed in a previous complaint, the complaint shall be dismissed by written notice to the student or parent.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents at the time of filing, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent, unless the student or parent did not know the documents existed before the Level One conference, or unless requested by the administrator hearing the complaint.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within ten days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

All complaints shall be filed at Level One. Upon review, the Superintendent or designee, at his or her sole discretion, shall assign the appropriate administrator to hear the complaint, and shall determine whether the complaint can be more appropriately addressed at Level Two based on the information submitted and relief sought.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may, at the Superintendent or designee's discretion, begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired and an extension due to extenuating circumstances has not been agreed upon, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing to the Superintendent or designee, on a form provided by the District, within ten days of the

date of the written Level One response or, if no response was received and no extension was agreed upon, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference. The Level Two administrator shall not be required to consider documentation not submitted or issues not presented at Level One.

The Level Two administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired and an extension due to extenuating circumstances has not been agreed upon, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provide by the District, within ten days of the date of the written response, or, if no

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response was received and no extension was agreed upon, within ten days of the Level Two response deadline.

The Level Two administrator shall prepare and forward to the Superintendent or designee the record of the Level Two appeal. The Superintendent or designee shall provide a copy of the Level Two appeal to the Board. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing. The Board shall not be required to consider documentation not previously submitted or issues not previously presented.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

At the Board's discretion, the Board may hear the complaint based on an oral presentation or upon written submission. If the complaint is heard on oral presentation, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation if the complaint is heard on oral presentation. The Level Three presentation, including the presentation by the student

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or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

If the complaint is heard on oral presentation, the Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

If the complaint is heard on written submission, the Board shall consider the complaint based on written submission at a scheduled Board meeting. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting after the Board considers the complaint. The written submission shall serve as the record of the Level Three proceeding before the Board, except that the Board is not required to consider documentation not previously submitted or issues not previously addressed.

¹ **Innovation Plan:** <https://www.ltidschools.org/>

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and director of extracurricular programs, a sponsor, a coach of an extracurricular activity, or another staff member responsible for supervision shall develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards.

A student who elects to participate in extracurricular or cocurricular activities shall be subject to the expectations of the staff member who is responsible for supervising the activity.

"Parent" Defined

Throughout the Student Code of Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;

- b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a detention is served, a school staff member shall attempt to contact the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation. The student's parents may be required to provide transportation when the student has been assigned to detention.

**Corporal
Punishment**

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
5. ~~Control an irrational student.~~
6. ~~4. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Discussion of Districtwide Intruder Detection Audit Report Findings

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The top Priority of Lake Travis ISD and the State of Texas is keeping students and staff safe every day. The Texas School Safety Center recently conducted an Intruder Detection Audit at one or more of our campuses. The audit test whether a campus is accessible to an unauthorized individual. This audit, conducted as a part of Governor Abbott's school safety directives for all school systems following the tragedy at Uvalde, seeks to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff.

Specific details of the Intruder Detection Audit will be discussed in the executive session with the Board and with the Safety and Security Committee. Lake Travis ISD is committed to providing a safe and secure learning environment for our students and staff.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Andy Michael – Chief of Police, LTISD

ATTACHMENTS

None

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

C&I Update - Middle of Year Universal Screener Data K-8

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

LTISD administers middle of the year universal screeners to every K-8 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-8 math and 3-8 reading, and Grades K-2 mCLASS TX Edition data for reading will be shared.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Dr. Lyndsaie Benton - Executive Director of Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Presentation

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Expedited Waiver Request for Modified Schedule State Assessment Testing Days

RECOMMENDED ACTION

Approval of the TEA Application for Modified Schedule State Assessment Testing Days.

RATIONALE

Lake Travis High School would like to apply for TEA Expedited Waiver for Modified Schedule State Assessment Testing Days for the 2022-23, 2023-24 and 2024-25 school years. We are requesting that LTISD apply for a state testing waiver that would allow LTHS to offer an alternative schedule for the senior class. This flexibility will allow LTHS to utilize more staff for testing responsibilities and save on the number of substitutes we have utilized in for our testing days. We will further utilize the alternate schedule to visit with our senior class to review credits and any outstanding items to take care of prior to graduation.

Modified Schedule/State Assessment Testing Days

This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended, therefore reducing the interruptions during the testing period. Students who are not being tested must still meet the maximum 2-through-4-hour requirement for funding (see SAAH 3.6.6 Attendance Accounting during Testing Days).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent for Curriculum & Instruction
Dr. Lyndae Benton - Executive Director of Curriculum & Instruction
Debbie Garinger - Principal, Lake Travis High School
Kathy Burbank - Director of Accountability & Assessment

MEETING DATE

February 15, 2023



Waivers

2022-2023 Application for Modified Schedule State Assessment Testing Days Waiver

Waiver ID: 70203

Application Information

Category: Expedited

Creator: Kathy Burbank, District Editor

Status: Draft

Creation Date: 2/8/2023

Approving Superintendent:

Assigned To: Kathy Burbank

LEA Contact

Full Name:

Phone: Ext:

Email:

LEA Information

LEA: LAKE TRAVIS ISD (227913)

Address: 3322 RANCH RD 620 S, AUSTIN, TX 78738-6801

Phone: (512) 533-6000

Date of LEA Board of Trustees Approval

Date:

Information

This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended, therefore reducing the interruptions during testing period. Students who are not being tested must still meet the maximum 2-through-4 hour requirement for funding (see SAAH 3.6.6 Attendance Accounting during Testing Days).

Requested Years

LEA Attachments (0)

There are no LEA attachments.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Expedited Waiver Request for Staff Development Minutes Waiver

RECOMMENDED ACTION

Approval of the TEA Application for Staff Development Minutes Waiver.

RATIONALE

Lake Travis ISD is requesting the approval to apply for the Staff Development Minutes Waiver for the 2023-2024 school year. This waiver was not available at the time that the Instructional Calendar was approved by the Board in January. The Professional Development times were noted in the Calendar approved pending the opening of the waiver request. This is an expedited waiver and is granted by TEA once submitted.

This waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year. The Staff Development Minutes Waiver provides for a maximum of 2100 total waiver minutes to use for professional development.

This waiver is for staff development in place of student instruction; therefore, the waiver minutes are only applicable to staff development provided instead of student instruction during the school year. The Staff Development Minutes Waiver may not be used prior to the first day of student instruction or after the last day of student instruction.

The dates requested are January 5, 2024, February 15, 2024, February 16, 2024; and early release on September 27, 2023, November 8, 2023, February 28, 2024, and March 15, 2024.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent for Curriculum & Instruction
Dr. Lyndsa Benton - Executive Director of Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Waiver Form

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Missed School Days Waiver for Students

RECOMMENDED ACTION

Approve the TEA Missed School Days Waiver as presented.

RATIONALE

Attendance reporting has a direct relationship to funding under the current school finance system. The school district's general fund revenue both state aid and local tax is based on average daily attendance. TEA allows a district to submit waivers for missed school days due to a campus being forced to close for various reasons including inclement weather, health or safety-related or other issues. Students will not be required to make up school days missed for any of these reasons. District campuses were closed for instruction on the dates of January 31st through February 3rd, 2023 due to Winter Storm Mara 2023.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

TEA Missed School Days Waiver

MEETING DATE

February 15, 2023



Waivers

2022-2023 Application for Missed School Days Waiver

Waiver ID: 70087

Application Information

Category: Attendance

Creator: Kathy Burbank, District Editor

Status: Draft

Creation Date: 2/3/2023

Approving Superintendent:

Assigned To: Kathy Burbank

LEA Contact

Full Name: Kathy Burbank

Phone: (512) 533-6091

Email: burbankk@ltsidschools.org

LEA Information

LEA: LAKE TRAVIS ISD (227913)

Address: 3322 RANCH RD 620 S, AUSTIN, TX 78738-6801

Phone: (512) 533-6000

Date of LEA Board of Trustees Approval

Date:

Special Instructions

Missed School Days Waiver, pursuant to TEC 25.081, allows the district or campus to request a waiver if instructional days are missed due to weather, health, safety, or other issues. This application is due no later than July. Refer to the Student Attendance Accounting Handbook 3.8.1.3 for additional information on Missed School Day Waivers.

Note: A district may request this waiver for additional school days missed because of weather, safety, or health issues beyond the two days that must be made up with the district's two designated makeup days or additional minutes built into the originally adopted calendar.

You may enter each campus and the number of minutes attended on that date individually within a single waiver application. Alternatively, if your district was closed you may select "All Campuses". If the number of minutes of operation varies by campus on the missed school day for "All Campuses", please report the greatest number of minutes on the date school was missed in the "Number of Minutes Per Day". Please note that in PEIMS you will claim the actual number of minutes your district was scheduled to operate on the specific date by campus. The waiver minute reporting is used to total the number of attendance related waiver minutes by year. Per Student Attendance Accounting Handbook 3.8.2 Closures for Bad Weather or Other Issues of Health or Safety, you are limited to 4,200 minutes for attendance waivers of any kind.

LEA Summary

Campus Name	Reason(s)	Minutes	Explanation	Date
All Campuses	Weather	440	Winter Storm 2023	2023-01-31
				2023-02-01
				2023-02-02
				2023-02-03

LEA Attachments (4)

Title	Type	Size	Date Added	Added By
Governor Declaration of Disaster Feb 2023	PDF	156.1 kb	2023-02-07	Kathy.Burbank
City of Lakeway Declaration	PDF	187.1 kb	2023-02-07	Kathy.Burbank
District Communication	PDF	384.7 kb	2023-02-07	Kathy.Burbank
Water Boil Notice West Travis County PUA	PDF	71.4 kb	2023-02-07	Kathy.Burbank

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waivers 2.24.1.2



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 021523-00 of the Board Regarding Wage Payments During Emergency School Closures

RECOMMENDED ACTION

Approve Resolution No. 021523-00 authorizing wage payments for all employees during the emergency school closures on the dates of January 31 through February 3, 2023.

RATIONALE

The District was closed on the dates of January 31 through February 3, 2023 due to emergencies caused by inclement weather. During these emergency closures, most District employees were instructed not to report to work in order to ensure their safety during the hazardous conditions. As a result, employees risk loss of pay during these days, unless the Board determines a need exists to pay employees for the days the District was closed. The Board is authorized in accordance with the Texas Education Code to expend funds of the District for purposes necessary in the conduct of the public school and that serve a public purpose. The administration believes that paying all employees their regular wage for those days and paying additional premium pay to those non-salaried employees who were called to work during the emergency closing serves the public purposes of maintaining morale, providing equity between employees, and recognizing the services of essential staff.

BUDGET PROVISIONS

General Fund Budget

RESOURCE PERSONNEL

Paul Norton – Superintendent

Pam Sanchez – Assistant Superintendent of Business Services

Matthew Tiffie – Legal Counsel

ATTACHMENTS

Resolution No. 021523-00

MEETING DATE

February 15, 2023

Resolution No. 021523-00

THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Lake Travis Independent School District was closed January 31 through February 3, 2023 due to an emergency caused by inclement weather;

WHEREAS, the Lake Travis ISD Board of Trustees (the “Board”) is authorized by Texas Education Code section 45.105 to expend funds of Lake Travis Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services;

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled and those required to work during emergency closings;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided at DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff;

NOW, THEREFORE, BE IT RESOLVED

1. All of the above paragraphs are incorporated into and made a part of this resolution.
2. The Board authorizes wage payments to all employees, at their regular hourly or daily rate of pay, according to the duty schedule they otherwise would have worked on January 31 through February 3, 2023 when the District was closed due to an emergency caused by inclement weather.
3. The Board further authorizes premium payments, in addition to those in Paragraph 2 above, to nonexempt employees who were required to work during the emergency closures equal to their regular hourly or daily rate of pay for actual hours worked on January 31 through February 3, 2023.

PASSED AND APPROVED BY A MAJORITY OF THE BOARD OF TRUSTEES ON THIS 15th DAY OF FEBRUARY 2023.

APPROVED:

ATTEST:

John Aouelle
President, Board of Trustees

Kim Flasch
Secretary, Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Agreement with Travis County and Other Municipalities Regarding May 6, 2023 Joint Election

RECOMMENDED ACTION

Approve the Joint Election Agreement with Travis County for the May 6, 2023 Board Election.

RATIONALE

State law requires a school district that holds an election in May to conduct a joint election with a municipality within its district. Travis County will provide both election services and a joint election for most jurisdictions in Travis County that are holding a May election, including the City of Lakeway and the City of Bee Cave. Through the joint election agreement with Travis County, Lake Travis Independent School District will be in compliance with this requirement.

BUDGET PROVISIONS

\$50,000-General Fund Budget

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Matthew Tiffie – Legal Counsel

Philippa Ford – Elections Official

ATTACHMENTS

Joint Election Agreement for May 6, 2023 Elections

MEETING DATE

February 15, 2023

JOINT ELECTION AGREEMENT FOR May 6, 2023 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 6, 2023. The Participating Entities require elections to be held on May 6, 2023, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers the May 6, 2023 Joint General and Special Elections for the parties to this agreement to be held on May 6, 2023. The County and the Participating Entities will hold these elections on May 6, 2023 (“Election Day”) jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. **County Resources**

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. **Joint Election Costs; Payment**

A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate.** All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 7, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation’s result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a “PDF” format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: _____
Dyana Limon Mercado
County Clerk

SIGNATURE PAGE

Name of Participating Entity Lake Travis Independent School District

Address 3322 Ranch Road 620 South

Austin, Texas 78738

Name of Authorized Signatory John Aouelle, Board President

Signature _____

Date signed _____

E-mail address _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Election Services Agreement between Travis County and Lake Travis Independent School District

RECOMMENDED ACTION

Approve the Election Services Agreement with Travis County.

RATIONALE

For the upcoming May 6, 2023 Trustee Election, the Administration proposes to contract with Travis County to conduct the election. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. The Agreement has been updated to reflect the new Travis County Clerk, Dyana Limon-Mercado and the new Elections Official representing the District, Philippa Ford, Accountant.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Matthew Tiffie – Legal Counsel

Philippa Ford – Elections Official

ATTACHMENTS

Election Services Agreement

MEETING DATE

February 15, 2023

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and Lake Travis Independent School District (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.

- (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
 - (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
 - (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
 - (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.

- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a.——The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;

- (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) Philippa Ford, Accountant will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Philippa Ford, Accountant will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Philippa Ford, Accountant will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day

clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the

60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated Philippa Ford, Accountant as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: fordp@ltisdschools.org.

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity

to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The

Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter

provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent,

or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
Philippa Ford, Accountant
3322, Ranch Road 620 South
Austin, TX 78738

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division

P.O. Box 149325
Austin, Texas 78714

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
Tamara Odenthal, Accounts Payable Coordinator
3322, Ranch Road 620 South
Austin, TX 78738

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

BY: _____
John Aouelle
President

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 Budget Amendment #1-General Operating and Debt Service Funds

RECOMMENDED ACTION

Approve the 2022-2023 Budget Amendment #1 to the General Operating and Debt Service Funds as presented.

RATIONALE

The General Operating budget amendment reflects a decrease to local tax revenue to account for additional exemptions and refunds filed after the certification of property values, an increase in Available School Foundation state funding, a settle-up payment for Foundation School Program due to overstated local tax collections in 2021-22, increase to revenue and expenditures for change in TRS On-Behalf calculation method, and an increase in recapture payment to the State due to actual student enrollment for the current school year.

The Debt Service budget amendment reflects an increase to state funding for hold harmless of increase to homestead exemption and an increase to principal payments to account for additional escrow requirement for the early redemption of bonds.

BUDGET PROVISIONS

2022-2023 General Operating and Debt Service Budgets

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

2022-2023 Budget Amendment #1

MEETING DATE

February 15, 2023

**Lake Travis ISD
General Operating Fund-Budget Amendment #1
2022-2023**

		2022-2023	Recommended	2022-2023
<u>Revenues</u>		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
5711	Current Year Taxes	\$ 161,825,453	\$ (115,437)	\$ 161,710,016
5700	Other Local Revenues	\$ 2,884,000	\$ 870,000	\$ 3,754,000
5800	State Program Revenues	\$ 8,779,874	\$ 3,636,228	\$ 12,416,102
5900	<u>Federal Revenue</u>	\$ 500,000	\$ -	\$ 500,000
	TOTAL REVENUES	\$ 173,989,327	\$ 4,390,791	\$ 178,380,118
<u>Expenditures</u>				
11	Instruction	\$ 62,421,022	\$ 1,029,230	\$ 63,450,252
12	Instructional Resources	\$ 1,019,890	\$ -	\$ 1,019,890
13	Staff Development	\$ 1,517,909	\$ -	\$ 1,517,909
21	Instructional Administration	\$ 2,536,242	\$ -	\$ 2,536,242
23	School Administration	\$ 4,979,123	\$ -	\$ 4,979,123
31	Guidance & Counseling	\$ 4,626,719	\$ -	\$ 4,626,719
32	Social Work Services	\$ 147,920	\$ -	\$ 147,920
33	Health Services	\$ 988,161	\$ -	\$ 988,161
34	Transportation	\$ 5,141,946	\$ -	\$ 5,141,946
35	Food Service	\$ 107,821	\$ -	\$ 107,821
36	Co-Curricular Activities	\$ 2,658,103	\$ -	\$ 2,658,103
41	General Administration	\$ 3,863,546	\$ -	\$ 3,863,546
51	Plant & Maintenance	\$ 12,128,868	\$ -	\$ 12,128,868
52	Safety & Security	\$ 896,983	\$ -	\$ 896,983
53	Non-Instructional Data Processing	\$ 3,337,694	\$ -	\$ 3,337,694
61	Community Services	\$ 518,660	\$ -	\$ 518,660
71	Debt Service	\$ -	\$ -	\$ -
81	Facilities/Construction	\$ 35,940	\$ -	\$ 35,940
91	State Transfers (Recapture)	\$ 69,043,111	\$ 3,309,842	\$ 72,352,953
92	Incremental WADA Costs	\$ 300,000	\$ -	\$ 300,000
93	Sp. Ed. Transfer Payments	\$ 45,000	\$ -	\$ 45,000
95	JJAEP Transfer Payments	\$ 15,000	\$ -	\$ 15,000
99	<u>Travis County Appraisal District</u>	\$ 570,000	\$ -	\$ 570,000
	TOTAL EXPENDITURES	\$ 176,899,658	\$ 4,339,072	\$ 181,238,730
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ (2,910,331)	\$ 51,719	\$ (2,858,612)
3000	Beginning Fund Balance-9/1	\$ 46,144,750		\$ 46,144,750
3600	Ending Fund Balance-8/31	\$ 43,234,419		\$ 43,286,138

Note: Budget amendment reflects a decrease to local taxes to account for additional exemptions and refunds filed after certification of property values, an increase in Available School Foundation state funding, a settle-up payment for Foundation School Program due to overstated local tax collections in 2021-22, increase to revenue and expenditures for change in TRS On-Behalf calculation method and increase in recapture payment to the State due to lower than budgeted student enrollment.

**Lake Travis ISD
Debt Service Fund-Amendment #1
2022-2023**

		2022-2023	Recommended	2022-2023
		<u>Original Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Revenues</u>				
5711	Current Year Taxes	\$ 59,900,000	\$ -	\$ 59,900,000
5700	Other Local Revenues	\$ 400,000	\$ -	\$ 400,000
5800	State Program Revenues	\$ -	\$ 440,000	\$ 440,000
5900	<u>Federal Revenue</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	TOTAL REVENUES	\$ 60,300,000	\$ 440,000	\$ 60,740,000
<u>Expenditures</u>				
71	<u>Debt Service</u>	<u>\$ 56,780,000</u>	<u>\$ 2,140,000</u>	<u>\$ 58,920,000</u>
	TOTAL EXPENDITURES	\$ 56,780,000	\$ 2,140,000	\$ 58,920,000
				\$ -
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ 3,520,000	\$ (1,700,000)	\$ 1,820,000
				\$ -
3000	Beginning Fund Balance-9/1	<u>\$ 7,552,201</u>		<u>\$ 7,552,201</u>
				\$ -
3600	Ending Fund Balance-8/31	\$ 11,072,201		\$ 9,372,201

Note: Budget amendment reflects an increase to state funding for the additional state for homestead exemption for debt service taxes and an increase to principal payments to account for additional escrow requirement for the early redemption of bonds.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-01 for Elementary School #8

RECOMMENDED ACTION

Approve the Guaranteed Maximum Price Phase 1 for CMR-23-01 for Elementary School #8 authorize the Superintendent or his designee to negotiate and execute the GMP.

RATIONALE

Present the Guaranteed Maximum Price (GMP) for CMR-23-01, Elementary School #8, for \$30,739,129 and authorize the Superintendent or his designee to negotiate and execute the GMP.

Bartlett Cocke General Contractors Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-01 is \$30,739,129. This includes the following work items:

Elementary School #8:

- Civil site work
- Civil site utilities
- HVAC equipment
- Electrical switchgear
- Structural steel allowance
- Contingency allowance

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

Matt Tiffie – General Counsel

Amber King – Outside Legal Counsel

ATTACHMENTS

ES #8 GMP Phase 1 Executive Summary

MEETING DATE

February 15, 2023



LAKE TRAVIS ISD ELEMENTARY SCHOOL #8

GUARANTEED MAXIMUM PRICE PROPOSAL BID PACKAGE 01
FEBRUARY 9, 2023

LAKE TRAVIS ISD ELEMENTARY SCHOOL #8

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2. LIST OF DOCUMENTS
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6. SITE LOGISTICS PLAN
7. SCHEDULE

EXECUTIVE SUMMARY

LAKE TRAVIS ES#8 This project consists of a brand new two story middle school totaling approximately 126,155 square feet, play area, sport court, roadway modifications, and associated sitework.

GMP SUMMARY AND SCHEDULE

COST OF WORK	\$26,609,664
INSURANCE	\$535,520
PAYMENT & PERFORMANCE BOND	\$215,287
GENERAL CONDITIONS	\$1,019,308
CM CONSTRUCTION CONTINGENCY (2.00%)	\$613,190
OWNER CONTINGENCY (2.00%)	\$613,190
ESCALATION ALLOWANCE (1.00% - 1 MONTH)	\$306,595
PRECONSTRUCTION SERVICES	\$15,000
<u>CONSTRUCTION PHASE FEE (2.75%)</u>	<u>\$731,766</u>
TOTAL GMP BID PACKAGE 01	\$30,659,521

ALTERNATE 01	Low Pressure Swer Alt #1 (3", 80 GPM)	\$94,687
ALTERNATE 02	Low Pressure Swer Alt #2 (4", 140 GPM)	\$107,481
ALTERNATE 03	Utilize Borrow/89 Acre Site (Base Bid Includes No Work at Borrow Site)	\$0
ALTERNATE 04	Accept alternate manufacturers for split systems, WSHP's, ERU's, and OA units in lieu of Trane.	(\$122,561)
ALTERNATE 05	Alternate chiller manufacturers in lieu of Trane (REF ALT #4)	\$0
GRAND TOTAL	BASE & ALL ALTS	\$30,739,129

BID PACKAGE 01 CONSTRUCTION SCHEDULE SUMMARY (MONTHS)	10
NOTICE TO PROCEED WITH CONSTRUCTION	February 20, 2023
SUBSTANTIAL COMPLETION	December 20, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Third Amendment to Ground Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless

RECOMMENDED ACTION

Approve the Third Amendment to Ground Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless and authorize the Superintendent or designee to execute the amendment.

RATIONALE

Since 1997, the District has had a ground lease agreement for a cell tower located on the Lake Travis High School Property. In June 2022, the Board approved a Second Amendment to the Lease Agreement for a 20-year extension of the lease with updated pricing terms. This Second Amendment also included an option for Verizon to increase the lease area an additional 400 square feet at its election. Verizon now seeks to exercise that option. Accordingly, a Third Amendment to the Ground Lease Agreement has been agreed upon by the parties memorializing this expansion of the lease area.

BUDGET PROVISIONS

Income of \$2,500 / month with a 2% annual rent escalator

RESOURCE PERSONNEL

Matthew Tiffie - General Counsel
Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities & Construction

ATTACHMENTS

Third Amendment to Lease Agreement

MEETING DATE

February 15, 2023

THE THIRD AMENDMENT TO GROUND LEASE AGREEMENT

This Third Amendment to Ground Lease Agreement ("**Third Amendment**") is entered into and made effective as of the later signature date hereof (the "**Effective Date**"), by and between **Lake Travis Independent School District** ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** (hereinafter referred to as ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 26, 1997 (the "**Original Lease**"), as amended by that certain First Amendment to Ground Lease Agreement dated June 27, 2019 (the "**First Amendment**"), as amended by that certain Second Amendment to Ground Lease dated June 28, 2022 (the "**Second Amendment**") (collectively referred to as the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described, designated and/or depicted on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Tenant desires to exercise its option to expand the Leased Premises pursuant to Section 5 of the Second Amendment wherein Landlord (or its predecessor in interest) granted to Tenant an irrevocable option to expand the Leased Premises to include an additional four hundred (400) square feet contiguous to the Premises, the shape and location of which shall be mutually approved by the Landlord and Tenant (the "**Expansion Area**"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to exercise said option and expand the Leased Premises and to otherwise modify the Lease as provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Ratification of the Leased Premises. Landlord hereby ratifies and agrees that it leases to Tenant the Leased Premises as described, designated and/or depicted on **Exhibit A** attached hereto.

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B
Project Number: OAA765617

2. **Expansion Area.** Effective as of the Effective Date of this Third Amendment, Landlord hereby leases to Tenant approximately an additional **four hundred (400) square feet (0.0092 acres)** of land. The Expansion Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use the Expansion Area in the same manner that Tenant is permitted to use the Leased Premises. On and after the occurrence of the Effective Date the Expansion Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expansion Area.

3. **Coordination with Landlord.** To ensure the safety of Landlord's students and staff and to reasonably prevent any substantial disruption to Landlord's activities, Tenant agrees, to the extent feasible, to inform and coordinate with Landlord's identified representative before conducting construction, installation, removal, service, or maintenance in the Lease Premises or Expansion Area.

4. **Restoration.** Tenant shall, at its sole cost and expense, promptly repair and restore any and all damage to the Parent Parcel, Lease Premises, or Expansion Area to its previously existing condition (reasonable wear and tear expected), including, without limitation, damage to any improvements located on such property, caused by the exercise of Tenant's rights to the Leased Premises or Expansion Area. Landlord shall have the right to cause such repair and/or restoration to be made, and Tenant shall, upon written demand by Landlord, reimburse Landlord for all of its fees, expenses, and costs (including, without limitation, reasonable attorneys' fees and court costs up to Five Thousand and No/100 dollars (\$5,000.00)) incurred in making or related to such repair and/or restoration if (1) such repair and/or restoration is not carried out within a reasonable amount of time after the date such damage is caused; (2) Landlord determines the repair and/or restoration does not meet the requirements of this paragraph; or (3) such repair and/or restoration fails within one (1) year of the completion of the repair and/or restoration.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Third Amendment, this Third Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. This Lease may not be assigned or otherwise transferred by Tenant without the prior written consent of, or notice of, the Landlord. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees; provided however, that Tenant acknowledges and understands that Landlord is a political subdivision of the State of Texas and, as such, requests related to Landlord's land usage must be

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Site Name: South #B

reviewed and approved in accordance with Applicable Laws, as the same may be amended from time to time. Landlord will endeavor, if able, to approve, execute and return any such requests for building permits, zoning applications, and other forms and documents, including a Memorandum of Lease, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that Tenant shall not rezone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section 3 shall survive the execution and delivery of this Third Amendment but shall not survive the expiration or early termination of this Lease.

6. Memorandum of Lease. Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease, reflecting this Third Amendment, in a form reasonably acceptable to Tenant and which shall be recordable in the county in which the Parent Parcel is located.

7. Electronic Signatures. The Parties agree that a scanned or electronically reproduced copy or image of this Third Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Third Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, executed counterpart of this Third Amendment first be proven.

8. Entirety; Amendment; Counterparts. This Third Amendment, together with the Lease, constitutes the entire agreement among the undersigned Parties hereto regarding the subject matter hereof. Any modification to this Third Amendment must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Third Amendment may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original and all of which, when taken together, shall constitute one and the same instrument.

LANDLORD:

Lake Travis Independent School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

[END OF SIGNATURES]

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

TRACT I: 23.46 ACRES OF LAND AND TRACT II: 55 ACRES OF LAND OUT OF THE A. BECK SURVEY NO. 54, TRAVIS COUNTY, TEXAS AS DESCRIBED IN VOLUME 7941, PAGE 395, DEED RECORDS OF TRAVIS COUNTY, TEXAS. (LESS AND EXCEPT 1.0426 ACRES OF LAND CONVEYED TO THE STATE OF TEXAS IN DEED DATED NOVEMBER 21, 1985, FILED NOVEMBER 20, 1987, RECORDED IN VOLUME 10496, PAGE 844, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.)

Said Parent Parcel being that parcel conveyed to Landlord by Warranty Deed dated December 9, 1982 and recorded with Travis County, Texas as Book 7941, Page 395.

Being situated in the County of Travis, State of Texas, and being known as Travis County APN: 123282.

EXHIBIT A (CONTINUED)

Leased Premises

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point and the true POINT OF BEGINNING;

Thence, South 77°35'16" East, 14.33 feet to a point;
Thence, South 12°25'17" West, 38.58 feet to a point;
Thence, North 76°34'43" West, 33.67 feet to a point;
Thence, North 12°25'17" East, 16.07 feet to a point;
Thence, North 53°50'17" East, 29.23 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said tract contains 0.0247 acres (1,077 square feet), more or less.

EXHIBIT A (CONTINUED)

Access and Utilities

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point and the true POINT OF BEGINNING;

Thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point;
Thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point;
Thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point;
Thence, South 13°24'17" West, 143.07 feet to a point;
Thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point;
Thence, North 20°20'15" West, 10.00 feet to a point;
Thence, South 69°39'45" West, 287.26 feet to a point;
Thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point;
Thence, North 59°54'18" West, 168.75 feet to a point;
Thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point;
Thence, North 42°04'45" West, 10.00 feet to a point;
Thence, South 47°55'15" West, 1517.61 feet to a point;
Thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point;
Thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area;
Thence running along said ATC Area, South 53°50'17" West, 20.00 feet to a point;
Thence leaving said ATC Area and running, North 36°09'43" West, 15.09 feet to a point;
Thence, 44.03 feet along the arc of a curve to the right, having a radius of 30.00 feet and being scribed by a chord bearing, North 05°52'46" East, 40.18 feet to a point;

Thence, North 47°55'15" East, 1517.61 feet to a point;
Thence, North 42°04'45" West, 10.00 feet to a point;
Thence, 264.53 feet along the arc of a curve to the right, having a radius of 210.00 feet and being scribed by a chord bearing, North 84°00'28" East, 247.39 feet to a point;
Thence, South 59°54'18" East, 168.75 feet to a point;

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EXHIBIT A (CONTINUED)
Access and Utilities (Continued)

Thence, 176.04 feet along the arc of a curve to the left, having a radius of 200.00 feet and being scribed by a chord bearing, South 85°07'17" East, 170.41 feet to a point;

Thence, North 69°39'45" East, 287.26 feet to a point;

Thence, North 20°20'15" West, 10.00 feet to a point;

Thence, 216.01 feet along the arc of a curve to the left, having a radius of 220.00 feet and being scribed by a chord bearing, North 41°32'01" East, 207.44 feet to a point;

Thence, North 13°24'17" East, 143.07 feet to a point;

Thence, 181.44 feet along the arc of a curve to the right, having a radius of 230.00 feet and being scribed by a chord bearing, North 36°00'14" East, 176.77 feet to a point;

Thence, North 58°36'11" East, 26.18 feet to a point on said right-of-way line and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said easement contains 2.3221 acres (101,149 square feet), more or less.

Together with a 10-foot wide Easement lying and being in A. Beck Survey No. 54, Travis County, Texas, and being a portion of the lands of the Lake Travis Independent School District, as recorded in Volume 7941, Page 395, Travis County records, and being more particularly as follows:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area; thence running along said ATC Area, South 77°35'16" East, 14.33 feet to a point; thence, South 12°25'17" West, 38.58 feet to a point; thence, North 76°34'43" West, 33.67 feet to a point; thence, North 12°25'17" East, 16.07 feet to a point and the true POINT OF BEGINNING;

Thence leaving said ATC Area and running, North 71°41'23" West, 60.94 feet to a point;

Thence, North 18°22'07" East, 10.00 feet to a point;

Thence, South 71°41'23" East, 62.49 feet to a point;

Thence, South 08°35'47" East, 5.13 feet to a point on said ATC Area;

Thence running along said ATC Area, South 53°50'17" West, 6.68 feet to a point and the POINT OF BEGINNING.

[END OF EXHIBIT A]

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANSION AREA

Expansion Area:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area; thence running along said ATC Area, South 77°35'16" East, 14.33 feet to a point; thence, South 12°25'17" West, 38.58 feet to a point; thence leaving said ATC Area and running, South 76°34'43" East, 3.24 feet to a point and the true POINT OF BEGINNING;

Thence, South 13°25'17" West, 20.00 feet to a point;

Thence, North 76°34'43" West, 20.00 feet to a point;

Thence, North 13°25'17" East, 20.00 feet to a point on said ATC Area;

Thence, South 76°34'43" East, 20.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said tract contains 0.0092 acres (400 square feet), more or less.

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B

Project Number: OAA765617

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alijah Seay, Esq.
ATC Site No.: 410551
ATC Site Name: South #B
Assessor's Parcel No.: 123282

Prior Recorded Lease Reference:

Document No: 2022132710
State of Texas
County of Travis

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 2023 by and between **Lake Travis Independent School District ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 26, 1997 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A** attached hereto.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B

Project Number: OAA765617

3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 25, 2042. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Exercised Expansion Area.** The Landlord acknowledges that Tenant is exercising its option of the Expansion Area (as defined in the Amendment). The Expansion Area exercised by Tenant is **Four Hundred (400)** square feet (**0.0092 acres**) in a location depicted on Exhibit B attached hereto.
5. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
6. **Right of First Refusal.** There is a right of first refusal in the Lease.
7. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 3322 Ranch Road 620 South, Austin, TX 78738; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
10. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated including any applicable opinions, codes or bulletins relative to political subdivisions of the State of Texas and including any applicable laws of the United States of America (or such other term as may be applied to public school districts) (collectively, the "Applicable Laws," without regard to the

ATC Site No: 410551
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Site Name: South #B

conflicts of laws provisions of such State or Commonwealth. In the event of conflict between the Applicable Laws, and this Memorandum, the Applicable Laws will control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD:

WITNESSES:

Lake Travis Independent School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESSES:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B
Project Number: OAA765617

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

TRACT I: 23.46 ACRES OF LAND AND TRACT II: 55 ACRES OF LAND OUT OF THE A. BECK SURVEY NO. 54, TRAVIS COUNTY, TEXAS AS DESCRIBED IN VOLUME 7941, PAGE 395, DEED RECORDS OF TRAVIS COUNTY, TEXAS. (LESS AND EXCEPT 1.0426 ACRES OF LAND CONVEYED TO THE STATE OF TEXAS IN DEED DATED NOVEMBER 21, 1985, FILED NOVEMBER 20, 1987, RECORDED IN VOLUME 10496, PAGE 844, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.)

Said Parent Parcel being that parcel conveyed to Landlord by Warranty Deed dated December 9, 1982 and recorded with Travis County, Texas as Book 7941, Page 395.

Being situated in the County of Travis, State of Texas, and being known as Travis County APN: 123282.

EXHIBIT A (CONTINUED)

Leased Premises

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point and the true POINT OF BEGINNING;

Thence, South 77°35'16" East, 14.33 feet to a point;
Thence, South 12°25'17" West, 38.58 feet to a point;
Thence, North 76°34'43" West, 33.67 feet to a point;
Thence, North 12°25'17" East, 16.07 feet to a point;
Thence, North 53°50'17" East, 29.23 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said tract contains 0.0247 acres (1,077 square feet), more or less.

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B
Project Number: OAA765617

EXHIBIT A (CONTINUED)
Access and Utilities

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point and the true POINT OF BEGINNING;

Thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point;
Thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point;
Thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point;
Thence, South 13°24'17" West, 143.07 feet to a point;
Thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point;
Thence, North 20°20'15" West, 10.00 feet to a point;
Thence, South 69°39'45" West, 287.26 feet to a point;
Thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point;
Thence, North 59°54'18" West, 168.75 feet to a point;
Thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point;
Thence, North 42°04'45" West, 10.00 feet to a point;
Thence, South 47°55'15" West, 1517.61 feet to a point;
Thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point;
Thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area;
Thence running along said ATC Area, South 53°50'17" West, 20.00 feet to a point;
Thence leaving said ATC Area and running, North 36°09'43" West, 15.09 feet to a point;
Thence, 44.03 feet along the arc of a curve to the right, having a radius of 30.00 feet and being scribed by a chord bearing, North 05°52'46" East, 40.18 feet to a point;

Thence, North 47°55'15" East, 1517.61 feet to a point;
Thence, North 42°04'45" West, 10.00 feet to a point;
Thence, 264.53 feet along the arc of a curve to the right, having a radius of 210.00 feet and being scribed by a chord bearing, North 84°00'28" East, 247.39 feet to a point;
Thence, South 59°54'18" East, 168.75 feet to a point;

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B
Project Number: OAA765617

EXHIBIT A (CONTINUED)
Access and Utilities

Thence, 176.04 feet along the arc of a curve to the left, having a radius of 200.00 feet and being scribed by a chord bearing, South 85°07'17" East, 170.41 feet to a point;

Thence, North 69°39'45" East, 287.26 feet to a point;

Thence, North 20°20'15" West, 10.00 feet to a point;

Thence, 216.01 feet along the arc of a curve to the left, having a radius of 220.00 feet and being scribed by a chord bearing, North 41°32'01" East, 207.44 feet to a point;

Thence, North 13°24'17" East, 143.07 feet to a point;

Thence, 181.44 feet along the arc of a curve to the right, having a radius of 230.00 feet and being scribed by a chord bearing, North 36°00'14" East, 176.77 feet to a point;

Thence, North 58°36'11" East, 26.18 feet to a point on said right-of-way line and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said easement contains 2.3221 acres (101,149 square feet), more or less.

Together with a 10-foot wide Easement lying and being in A. Beck Survey No. 54, Travis County, Texas, and being a portion of the lands of the Lake Travis Independent School District, as recorded in Volume 7941, Page 395, Travis County records, and being more particularly as follows:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area; thence running along said ATC Area, South 77°35'16" East, 14.33 feet to a point; thence, South 12°25'17" West, 38.58 feet to a point; thence, North 76°34'43" West, 33.67 feet to a point; thence, North 12°25'17" East, 16.07 feet to a point and the true POINT OF BEGINNING;

Thence leaving said ATC Area and running, North 71°41'23" West, 60.94 feet to a point;

Thence, North 18°22'07" East, 10.00 feet to a point;

Thence, South 71°41'23" East, 62.49 feet to a point;

Thence, South 08°35'47" East, 5.13 feet to a point on said ATC Area;

Thence running along said ATC Area, South 53°50'17" West, 6.68 feet to a point and the POINT OF BEGINNING.

[END OF EXHIBIT A]

ATC Site No: 410551

VZW Site No: 107423

Site Name: South #B

Project Number: OAA765617

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANSION AREA

Expansion Area:

To find the point of beginning, COMMENCE at a concrete monument with disc found on the Southwesterly right-of-way line of Ranch Road 620, having a Texas Grid North, NAD 83, Central Zone value of N: 10090843.6194 E: 3043837.1183; thence running along said right-of-way line, South 31°21'11" East, 39.90 feet to a point; thence continuing along said right-of-way line, South 31°21'11" East, 60.00 feet to a point; thence leaving said right-of-way line and running, South 58°36'11" West, 26.13 feet to a point; thence, 134.11 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 36°00'14" West, 130.66 feet to a point; thence, South 13°24'17" West, 143.07 feet to a point; thence, 274.93 feet along the arc of a curve to the right, having a radius of 280.00 feet and being scribed by a chord bearing, South 41°32'01" West, 264.02 feet to a point; thence, North 20°20'15" West, 10.00 feet to a point; thence, South 69°39'45" West, 287.26 feet to a point; thence, 211.25 feet along the arc of a curve to the right, having a radius of 240.00 feet and being scribed by a chord bearing, North 85°07'17" West, 204.50 feet to a point; thence, North 59°54'18" West, 168.75 feet to a point; thence, 214.15 feet along the arc of a curve to the left, having a radius of 170.00 feet and being scribed by a chord bearing, South 84°00'28" West, 200.26 feet to a point; thence, North 42°04'45" West, 10.00 feet to a point; thence, South 47°55'15" West, 1517.61 feet to a point; thence, 14.68 feet along the arc of a curve to the left, having a radius of 10.00 feet and being scribed by a chord bearing, South 05°52'46" West, 13.39 feet to a point; thence, South 36°09'43" East, 15.09 feet to a point on the ATC Area; thence running along said ATC Area, South 77°35'16" East, 14.33 feet to a point; thence, South 12°25'17" West, 38.58 feet to a point; thence leaving said ATC Area and running, South 76°34'43" East, 3.24 feet to a point and the true POINT OF BEGINNING;

Thence, South 13°25'17" West, 20.00 feet to a point;

Thence, North 76°34'43" West, 20.00 feet to a point;

Thence, North 13°25'17" East, 20.00 feet to a point on said ATC Area;

Thence, South 76°34'43" East, 20.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, Central Zone.

Said tract contains 0.0092 acres (400 square feet), more or less.

ATC Site No: 410551
VZW Site No: 107423
Site Name: South #B

Project Number: OAA765617



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 021523-01 Authorizing Advanced Funding Agreement with TxDOT

RECOMMENDED ACTION

Approve Resolution No. 021523-01 authorizing execution of an advanced funding agreement between Lake Travis ISD and TxDOT for the fixed amounts, as identified in the resolution.

RATIONALE

In 2020, the District and Travis County entered into an Interlocal Agreement for the funding and construction of the Vail Divide Southern Extension road project. The Vail Divide Southern Extension project includes construction activity within TxDOT's right of way on Hamilton Pool Road. Currently, TxDOT is undertaking a larger highway improvement project on Hamilton Pool Road. In order to coordinate with that larger highway project, the District has requested that TxDOT allow it to participate by funding that portion of the improvement described as construction of a final surface of Thin Overlay Mixture (TOM) and all pertinent striping at the intersection of HRP and Vail Divide through an Advanced Funding Agreement. The Interlocal Agreement between the District and Travis County provides the District with authority to enter into an AFA with TxDOT and use funds designated for the Vail Divide Southern Extension project for these purposes. The cost for this portion of the project is a fixed amount of \$120,204.70.

Additionally, the District has requested that TxDOT allow it to participate in the highway construction project on HPR by funding, through an Advanced Funding Agreement, a westbound right turn lane that will help alleviate traffic congestion for Bee Cave Elementary. The funding for this project will come from the Lake Travis ISD 2023 bond program. The cost for this portion of the project is a fixed amount of \$164,166.11.

TxDOT has requested these two projects be memorialized in a single Advanced Funding Agreement.

BUDGET PROVISIONS

Vail Divide Project Fund - \$120,204.70

2023 Bond Program - \$164,166.11

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Resolution No. 021523-01

Draft Advanced Funding Agreement

MEETING DATE

February 15, 2023

Resolution No. 021523-01

**RESOLUTION OF THE LAKE TRAVIS ISD BOARD OF TRUSTEES
APPROVAL OF ADVANCED FUNDING AGREEMENT WITH TXDOT**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, Lake Travis ISD and Travis County entered into an Interlocal Agreement on February 11, 2020 for the funding and construction of the Vail Divide Southern Extension.

WHEREAS, the Vail Divide Southern Extension road project includes construction activity within TxDOT’s right of way on RM3238 (also known as Hamilton Pool Road) authorized by a Local On-Site Agreement (LOSA) entered into between TxDOT and Lake Travis ISD on October 7, 2020, as amended by the First Amendment having an effective date of March 9, 2021.

WHEREAS, TxDOT is undertaking and completing a larger highway improvement project generally described as Rehabilitate Existing Roadway on RM 3238.

WHEREAS, Lake Travis ISD has requested that TxDOT allow it to participate in the Rehabilitate Existing Roadway on RM 3238 project by funding that portion of the improvement described as construction of a final surface of Thin Overlay Mixture (TOM) and all pertinent striping at the intersection of RM 3238 and Vail Divide through an Advanced Funding Agreement (AFA).

WHEREAS, the Interlocal Agreement, Sections 2.1, 2.5 and 4.3, provides LTISD authority to enter into an AFA with TxDOT, as needed, for completion of the Vail Divide Southern Extension Project.

WHEREAS, Lake Travis ISD has also requested that TxDOT allow it to participate in the Rehabilitate Existing Roadway on RM 3238 project by funding that portion of the improvement described as a westbound Right Turn Lane for Bee Cave Elementary along RM 3238.

WHEREAS, funding both of these projects serves the public purpose of providing road improvements to facilitate traffic to and from LTISD’s facilities and improve traffic congestion on Hamilton Pool Road and is in the best interest of its constituents.

THEREFORE, BE IT RESOLVED AND ORDERED BY LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:

1. All of the above paragraphs are incorporated into and made a part of this Resolution and Order; and
2. The Superintendent is hereby authorized and directed to negotiate and execute an Advanced Funding Agreement with TxDOT for the following
 - A. A fixed amount of \$120,204.70 toward the construction of a final surface of Thin Overlay Mixture and all pertinent striping at the intersection of RM 3238 and Vail

Divide, to be funded with funds designated for the Vail Divide Southern Extension project as authorized by the Interlocal Agreement entered into between Lake Travis ISD and Travis County; and

- B. A fixed amount of \$164,166.11 towards the construction of a westbound Right Turn Lane for Bee Cave Elementary School along RM 3238, to be funded through the Lake Travis ISD 2023 bond program.

PASSED, APPROVED and ADOPTED by the Board of Trustees of the Lake Travis Independent School District this 15th day of February, 2023.

John Aouelle
President, Board of Trustees

Attest: _____
Kim Flasch
Secretary, Board of Trustees

CSJ #	0683-04-020		
District #	14	AFA ID	Z00004754
Code Chart 64 #	61595		
Project Name	RM 3238 at Vail Divide Paving and Right Turn Lane		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Lake Travis Independent School District**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement generally described as Rehabilitate Existing Roadway on RM 3238; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **construction of a final surface of Thin Overlay Mixture(TOM) and all pertinent striping at the intersection of RM 3238 and Vail Divide, and Right Turn Lane for Bee Cave Elementary School along RM 3238 in Travis County, Texas** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	0683-04-020		
District #	14	AFA ID	Z00004754
Code Chart 64 #	61595		
Project Name	RM 3238 at Vail Divide Paving and Right Turn Lane		

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. ~~At the time of final execution of this Agreement~~ ~~At least sixty (60) days prior to the date set for receipt of the construction bids~~, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification. N/A
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Lake Travis Independent School District (LTISD) Assistant Superintendent for Financial and Auxiliary Services 3322 Ranch Road 620 South, Austin, TX 78738	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Project Name	RM 3238 at Vail Divide Paving and Right Turn Lane		

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Tucker Ferguson, P.E.	John Aouelle
Typed or Printed Name	Typed or Printed Name
District Engineer	President, Board of Trustees
Typed or Printed Title	Typed or Printed Title
Date	Date

DRAFT

CSJ #	0683-04-020		
District #	14	AFA ID	Z00004754
Code Chart 64 #	61595		
Project Name	RM 3238 at Vail Divide Paving and Right Turn Lane		

**ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government shall contribute:

- A. A **fixed amount** of \$120,204.70 toward the construction of a final surface of Thin Overlay Mixture and all pertinent striping at the intersection of RM 3238 and Vail Divide as part of the State project under CSJ#0683-04-020 that has been let.
- B. A **fixed amount** of \$164,166.11 towards the construction of a westbound Right Turn Lane for Bee Cave Elementary School along RM 3238 as part of the State project under CSJ#0683-04-020 that has been let.

The State shall perform all work on the project. The Local Government shall remit its financial share at the time of execution of this Agreement as referenced on Article 2. B of this Agreement.

DRAFT



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 021523-02 for Donation of Approximately 6.31 Acres of Land to Travis County

RECOMMENDED ACTION

Approve Resolution No. 021523-02 authorizing the donation of approximately 6.31 acres of land to Travis County.

RATIONALE

In 2020, the District and Travis County entered into an Interlocal Agreement for the funding and construction of the Vail Divide Southern Extension road project. This road project was built on approximately 6.31 acres of land owned by the District. According to the terms of the Interlocal Agreement, upon completion and inspection, the County agreed to accept, own, operate and maintain the Vail Divide Southern Extension road as a County Road, except for the intersection improvements at Hamilton Pool Road, which are to be owned, operated and maintained by TxDOT. Because the property will be donated to Travis County to carry out a public purpose and will benefit the public interest of the District, the District is authorized by Texas Government Code Section 272.001(l) to donate this land to Travis County without complying with the public notice and bidding requirements that otherwise apply.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Resolution No. 021523-02
Exhibit A

MEETING DATE

February 15, 2023

Resolution No. 021523-02

**LAKE TRAVIS ISD BOARD OF TRUSTEES
RESOLUTION AND ORDER FOR DONATION OF APPROXIMATELY
6.31 ACRES OF LAND TO TRAVIS COUNTY**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, the Lake Travis Independent School District (“District”) Board of Trustees is the governing body of the District, a political subdivision of the State of Texas;

WHEREAS, the District and Travis County entered into an Interlocal Agreement on February 11, 2020 for the funding and construction of the Vail Divide Southern Extension road project;

WHEREAS, the Vail Divide Southern Extension road project was built on approximately 6.31 acres of land owned by the District, as more fully depicted in **Exhibits A** of this Resolution (“Property”);

WHEREAS, pursuant to the Interlocal Agreement, the District contributed 25 percent of the cost and Travis County contributed 75 percent of the cost of the project. The District was responsible for management and oversight of the construction;

WHEREAS, pursuant to Section 2.3(a)(5) of the Interlocal Agreement, upon completion and inspection, the County agreed to accept, own, operate and maintain the Vail Divide Southern Extension road as a County Road, except for the intersection improvements at Hamilton Pool Road, which are to be owned, operated and maintained by TxDOT;

WHEREAS, in accordance with Texas Government Code Section 272.001(l), a political subdivision may donate a parcel of land to another political subdivision without complying with public notice and bid requirements;

WHEREAS, the Property to be donated will carry out a purpose of benefiting the public interest of the District by providing a public road that will facilitate traffic to and from the District’s facilities and improve traffic congestion;

WHEREAS, the Property to be donated is made under terms that effect and maintain the public purpose for which the donation is made; and

WHEREAS, the Property to be donated will revert back to the District in the event that it ceases to be used for its identified public purpose.

THEREFORE, BE IT RESOLVED AND ORDERED BY LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:

1. All of the above paragraphs are incorporated into and made part of this Resolution and Order;
2. The Property is to be donated to Travis County; and
3. The President of the Board of Trustees is hereby authorized and directed to execute the deed conveying the Property, and that the Superintendent or his designee is authorized to take all additional actions necessary or advisable to effectuate the conveyance of the Property to Travis County, including without limitation, negotiating and finalizing any documents, instruments, or agreements involved or necessary for closing of the transaction.

PASSED, APPROVED and ADOPTED by the Board of Trustees of the Lake Travis Independent School District this 15th day of February, 2023.

John Aouelle
President, Board of Trustees

Attest: _____
Kim Flasch
Secretary, Board of Trustees

Exhibit A to Resolution No. 021523-02
(Legal Description of the Property to be Donated)

DESCRIPTION OF A 0.20 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN NOVEMBER 2017, LOCATED IN THE WILLIAM CONRADI SURVEY NUMBER 70, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.723 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN VOLUME 12830, PAGE 433, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.20 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT type I concrete monument found in the north right-of-way line of Hamilton Pool Road (ROW varies) same being a south corner of said 0.723 acre tract;

THENCE with a south line of said 0.723 acre tract, same being the north ROW line of said Hamilton Pool Road, S68°04'38"W a distance of 132.62 feet to a 1/2 inch iron rod with "Delta Survey" cap set for a south corner of said 0.723 acre tract, same being a northeast corner of a remainder of a called 36.92 acres tract conveyed to Cecil D. Perkins and Mozelle W. Perkins, described in Volume 5935, Page 1990, Real Property Records, Travis County, Texas, and also being in the north ROW line of said Hamilton Pool Road from which a 1/2 inch iron rod bears N86°13'41"W a distance of 62.22 feet;

THENCE leaving the north ROW line of said Hamilton Pool Road and crossing said 0.723 acre tract, N02°16'43"E a distance of 99.64 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the north line of said 0.723 acre tract, same being in a south line of a called 5.2389 acre tract conveyed to Cecil D. Perkins, described in Document Number 2009188320, Official Public Records, Travis County, Texas, from which a 1/2 inch iron rod bears N82°26'17"W a distance of 77.65 feet;

THENCE with said common line, S82°26'17"E a distance of 167.73 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the north ROW line of said Hamilton Pool Road, same being the northeast corner of said 0.723 acres tract, and also being the southeast corner of said 5.2389 acre tract;

EXHIBIT A

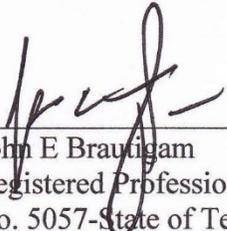
Perkins 0.723 Acre
Vail Divide
0.20 Acres

THENCE with the north ROW line of said Hamilton Pool Road, same being a south line of said 0.723 acre tract, S59°20'41"W a distance of 54.87 feet to the **POINT OF BEGINNING** and containing 0.20 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

11-06-17

Date



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

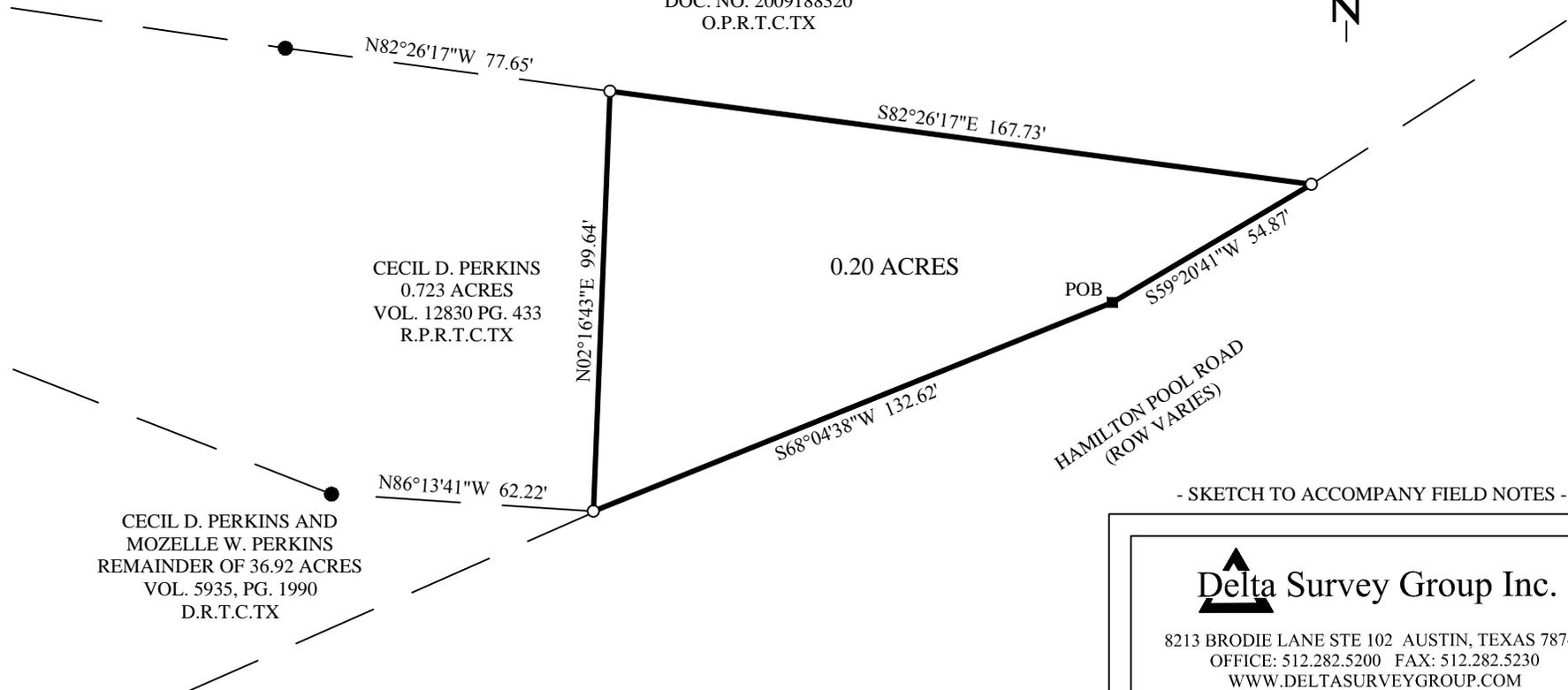
WILLIAM CONRADI SURVEY NO. 70
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2017
 3 OF 3



LEGEND

- CONCRETE MONUMENT FOUND
- 1/2 INCH IRON ROD FOUND
- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.R.T.C.TX DEED RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING

CECIL D. PERKINS
 5.2389 AC
 DOC. NO. 2009188320
 O.P.R.T.C.TX



CECIL D. PERKINS
 0.723 ACRES
 VOL. 12830 PG. 433
 R.P.R.T.C.TX

CECIL D. PERKINS AND
 MOZELLE W. PERKINS
 REMAINDER OF 36.92 ACRES
 VOL. 5935, PG. 1990
 D.R.T.C.TX

HAMILTON POOL ROAD
 (ROW VARIES)

- SKETCH TO ACCOMPANY FIELD NOTES -

 Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 0.20 ACRES

ALL CORNERS ARE CALCULATED UNLESS OTHERWISE NOTED.
 BEARING BASIS:
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

EXHIBIT "B"

DESCRIPTION OF A 1.12 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN DECEMBER 2017, LOCATED IN THE WILLIAM CONRADI SURVEY NUMBER 70, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.2389 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN DOCUMENT NUMBER 2009188320, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.11 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with “Doucet” cap found for a southeast corner of a called 15.406 acre tract conveyed to John and Kathryn Welbourne, described in Document Number 2016212564, Official Public Records, Travis County, Texas, same being a northeast corner of a portion of a remainder of a called 36.92 acres tract conveyed to Cecil D. Perkins and Mozelle W. Perkins, described in Volume 5935, Page 1990, Deed Records, Travis County, Texas, and also being in a west line of said 5.2389 acre tract for the **POINT OF COMMENCEMENT**;

THENCE with a west line of said 5.2389 acre tract, same being an east line of said remainder of 36.92 acres tract, S14°49'38"W a distance of 156.79 feet to a 1/2 inch iron rod with “Delta Survey” cap set for the southwest corner of said 5.2389 acre tract, same being the northwest corner of a called 0.723 acre tract conveyed to Cecil D. Perkins, described in Volume 12830, Page 433, Real Property Records, Travis County, Texas;

THENCE with the north line of said 0.723 acre tract, same being the south line of said 5.2389 acre tract the following two (2) courses and distances:

1. S81°38'54"E a distance of 181.30 feet to a ½ inch iron rod found, and
2. S82°26'17"E a distance of 77.65 feet to a 1/2 inch iron rod with “Delta Survey” cap set for the **POINT OF BEGINNING**;

THENCE leaving said common line and crossing said 5.2389 acre tract the following two (2) courses and distances:

1. N31°04'14"W a distance of 354.17 feet to a ½ inch iron rod with “Delta Survey” cap set, and
2. S58°55'46"W a distance of 4.08 feet to a ½ inch iron rod with “Delta Survey” cap set for an east corner of said 15.406 acre tract, same being a west corner of said 5.2389 acre tract;

THENCE with an east line of said 15.406 acre tract, same being a west line of said 5.2389 acre tract, N30°08'41"W a distance of 112.74 feet to a 1/2 inch iron rod with “Delta Survey” cap set for the northwest corner of said 5.2389 acre tract, same being a south corner of a remainder of a called 15.954 acre tract conveyed to Cecil D. Perkins, described in Volume 4223, Page 1454, Deed Records, Travis County, Texas;

THENCE with a south line of said remainder of 15.954 acres tract, same being a north line of said 5.2389 acre tract the following two (2) courses and distances:

1. N72°16'16"E a distance of 76.87 feet to a 1/2 inch iron rod with "Delta Survey" cap set, and
2. N82°31'16"E a distance of 21.24 feet to a 1/2 inch iron rod with "Delta Survey" cap set;

THENCE leaving said common line and crossing said 5.2389 acre tract the following two (2) courses and distances:

1. S31°04'14"E a distance of 440.66 feet to a 1/2 inch iron rod with "Delta Survey" cap set, and
2. S64°25'10"E a distance of 124.37 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the north right-of-way (ROW) line of Hamilton Pool Road (ROW varies) same being a southeast line of said 5.2389 acre tract;

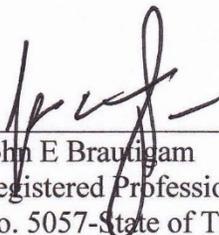
THENCE with said common line, S57°19'23"W a distance of 29.36 feet to a 1/2 inch iron rod with "Delta Survey" cap set for a southeast corner of said 5.2389 acre tract, same being the northeast corner of said 0.723 acre tract from which a TxDOT type I concrete monument bears S59°20'41"W a distance of 54.87 feet;

THENCE with the north line of said 0.723 acre tract, same being a south line of said 5.2389 acre tract, N82°26'17"W a distance of 167.73 feet to the **POINT OF BEGINNING** and containing 1.12 acre of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

12-07-17

Date



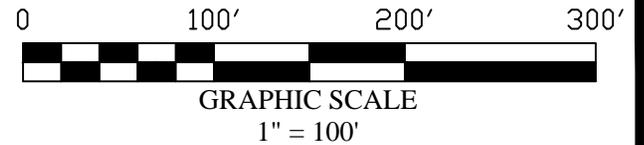
John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

WILLIAM CONRADI SURVEY NO. 70
 TRAVIS COUNTY, TEXAS
 DECEMBER 2017
 3 OF 3

CECIL D. PERKINS
 REMAINDER OF 15.954 ACRES
 VOL. 4223 PG. 1454
 D.R.T.C.TX

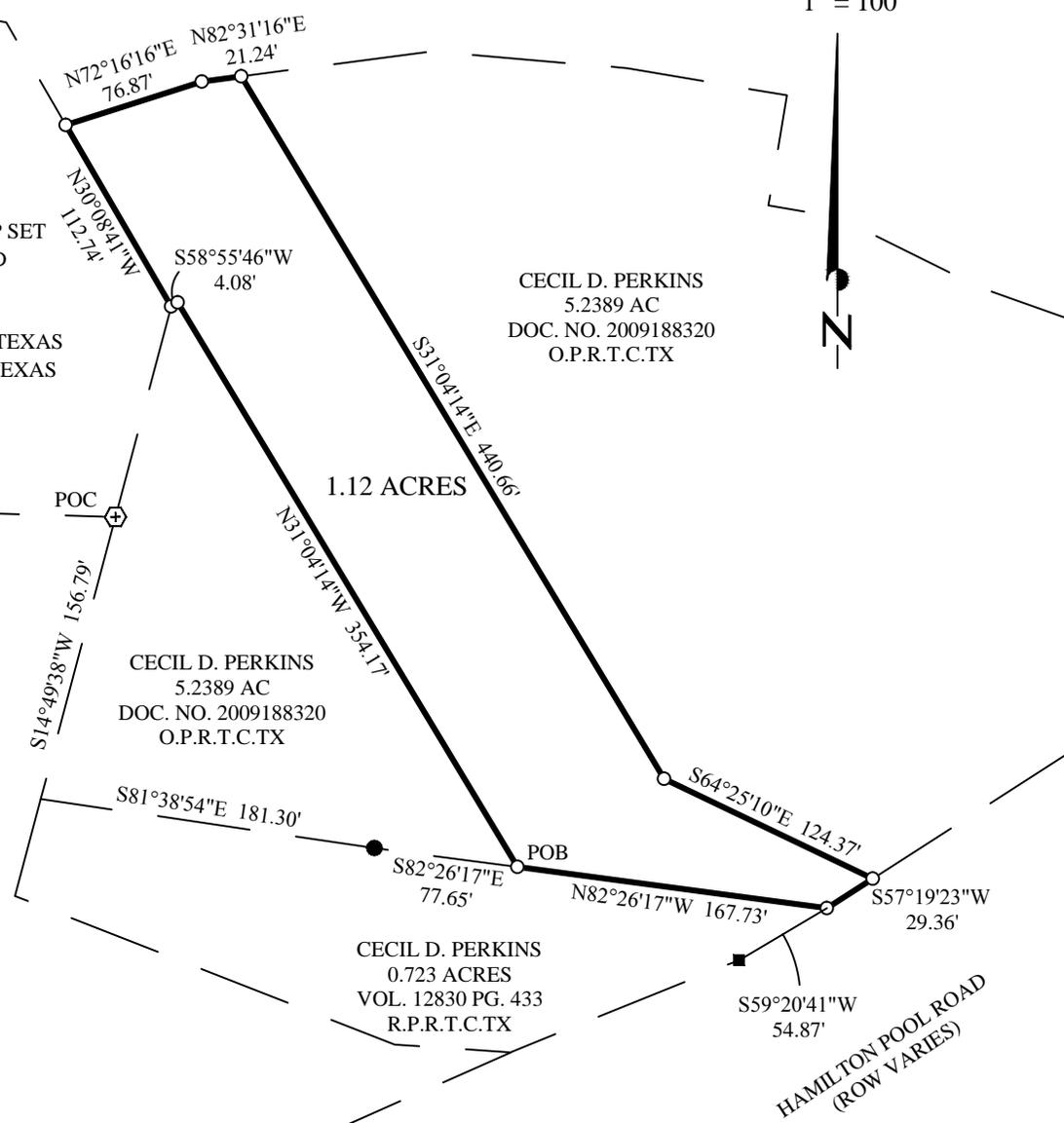


JOHN AND KATHRYN WELBOURNE
 15.406 ACRES
 DOC. NO. 2016212564
 O.P.R.T.C.TX

CECIL D. PERKINS
 5.2389 AC
 DOC. NO. 2009188320
 O.P.R.T.C.TX

LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- ⊕ 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- 1/2 INCH IRON ROD FOUND
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- D.R.T.C.TX DEED RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



CECIL D. PERKINS AND
 MOZELLE W. PERKINS
 REMAINDER OF 36.92 ACRES
 VOL. 5935, PG. 1990
 O.P.R.T.C.TX

CECIL D. PERKINS
 5.2389 AC
 DOC. NO. 2009188320
 O.P.R.T.C.TX

CECIL D. PERKINS
 0.723 ACRES
 VOL. 12830 PG. 433
 R.P.R.T.C.TX

HAMILTON POOL ROAD
 (ROW VARIES)

- SKETCH TO ACCOMPANY FIELD NOTES -



8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 1.12 ACRES

BEARING BASIS: 112
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

DESCRIPTION OF A 0.91 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN DECEMBER 2017, LOCATED IN THE J. C. DEGMAN SURVEY NUMBER 537, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 8.85 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN DOCUMENT NUMBER 2017173698, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.91 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 12 inch fence post found at the northeast corner of said 8.35 acre tract, same being a west corner of a remainder of a called 117.35 acres tract conveyed to Meritage Homes of Texas, LLC., described in Document Number 2011172383, Official Public Records, Travis County, Texas, same being the southwest corner of a called 136.059 acre tract conveyed to Lake Travis Independent School District, described in Document Number 2010014061, Official Public Records, Travis County, Texas, and also being the northwest corner of a called 5.81 acre tract conveyed to Camelot Real Estate Holdings, described in Document Number 2015066142, Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING**;

THENCE with an east line of said 8.85 acre tract, same being a west line of said 5.81 care tract, S18°23'46"W a distance of 445.73 feet to a 1/2 inch iron rod with "Delta Survey" cap set from which a 1/2 inch iron rod found bears S18°23'46"W a distance of 39.30 feet;

THENCE leaving said common line and crossing said 8.35 acre tract, with the arc of a curve to the right a distance of 402.72 feet, through a central angle of 35°56'29", having a radius of 642.00 feet, and whose chord bears N02°16'28"W, a distance of 396.15 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the north line of said 8.35 acre tract, same being a south line of said 136.059 acre tract;

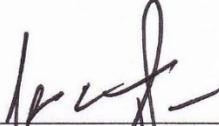
Perkins 8.85 Acre
Vail Divide
0.91 Acres

THENCE with said common line, N80°09'50"E a distance of 158.72 feet to the **POINT OF BEGINNING** and containing 0.91 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

12-06-17

Date

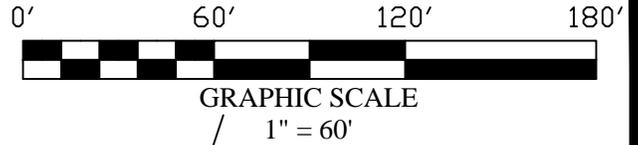


John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

J. C. DEGMA SURVEY NO. 537
 TRAVIS COUNTY, TEXAS
 DECEMBER 2017
 3 OF 3



136.059 ACRES
 LAKE TRAVIS INDEPENDENT SCHOOL
 DISTRICT
 DOC. NO. 2010014061
 O.P.R.T.C.TX.

N80°09'50"E 158.72'

POB



A=402.72'
 R=642.00'
 D=35°56'29"
 B=N02°16'28"W
 C=396.15'

0.91 ACRES

REMAINDER OF 117.35 ACRES
 MERITAGE HOMES OF TEXAS, LLC
 DOC. NO. 2011172383
 O.P.R.T.C.TX.

5.81 ACRES
 CAMELOT REAL ESTATE HOLDINGS
 DOC. NO. 2015066142
 O.P.R.T.C.TX.

LEGEND

- ⊙ 12 INCH FENCE POST FOUND
- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- 1/2 INCH IRON ROD FOUND
- O.P.R.T.C.TX
- OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- POB
- POINT OF BEGINNING

CECIL D. PERKINS
 8.85 ACRES
 DOC. NO. 2017173698
 O.P.R.T.C.TX

S18°23'46"W
 39.30'

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 0.91 ACRES

ALL CORNERS ARE CALCULATED UNLESS OTHERWISE NOTED.
 BEARING BASIS:
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

DESCRIPTION OF A 0.92 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN NOVEMBER 2017, LOCATED IN THE WILLIAM CONRADI SURVEY NUMBER 70, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 15.954 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN VOLUME 4223, PAGE 1454, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.92 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found at an east corner of a called 8.35 acre tract conveyed to Cecil D. Perkins, described in Document Number 2017173698, Official Public Records, Travis County, Texas, same being the southwest corner of a called 5.81 acre tract conveyed to Camelot Real Estate Holdings, described in Document Number 2015066142, Official Public Records, Travis County, Texas, and also being the northwest corner of said remainder of 15.954 acres tract, for the **POINT OF COMMENCEMENT**;

THENCE with a south line of said 5.81 acre tract, same being a north line of said remainder of 15.954 acres tract, S86°05'45"E a distance of 243.37 feet to a 1/2 inch iron rod found;

THENCE leaving said common line and crossing said remainder of 15.954 acres tract, S36°46'48"W a distance of 83.24 feet to a 1/2 inch iron rod with "Delta Survey" cap set for the **POINT OF BEGINNING**;

THENCE continuing across said remainder of 15.954 acres tract the following eight (8) courses and distances:

1. N89°33'43"E a distance of 263.57 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
2. S72°58'29"E a distance of 73.02 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
3. S07°37'46"E a distance of 41.47 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
4. S07°10'37"E a distance of 49.26 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
5. S86°09'20"W a distance of 50.15 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
6. S78°25'53"W a distance of 218.95 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
7. N31°04'14"W a distance of 25.66 feet to a 1/2 inch iron rod with "Delta Survey" cap set,
and

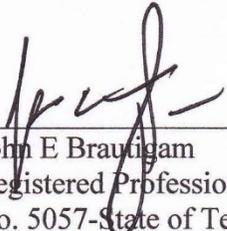
EXHIBIT D

8. with the arc of a curve to the right a distance of 150.66 feet, through a central angle of $09^{\circ}02'54''$, having a radius of 954.00 feet, and whose chord bears $N26^{\circ}32'47''W$, a distance of 150.50 feet to the **POINT OF BEGINNING** and containing 0.92 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

11-08-17

Date

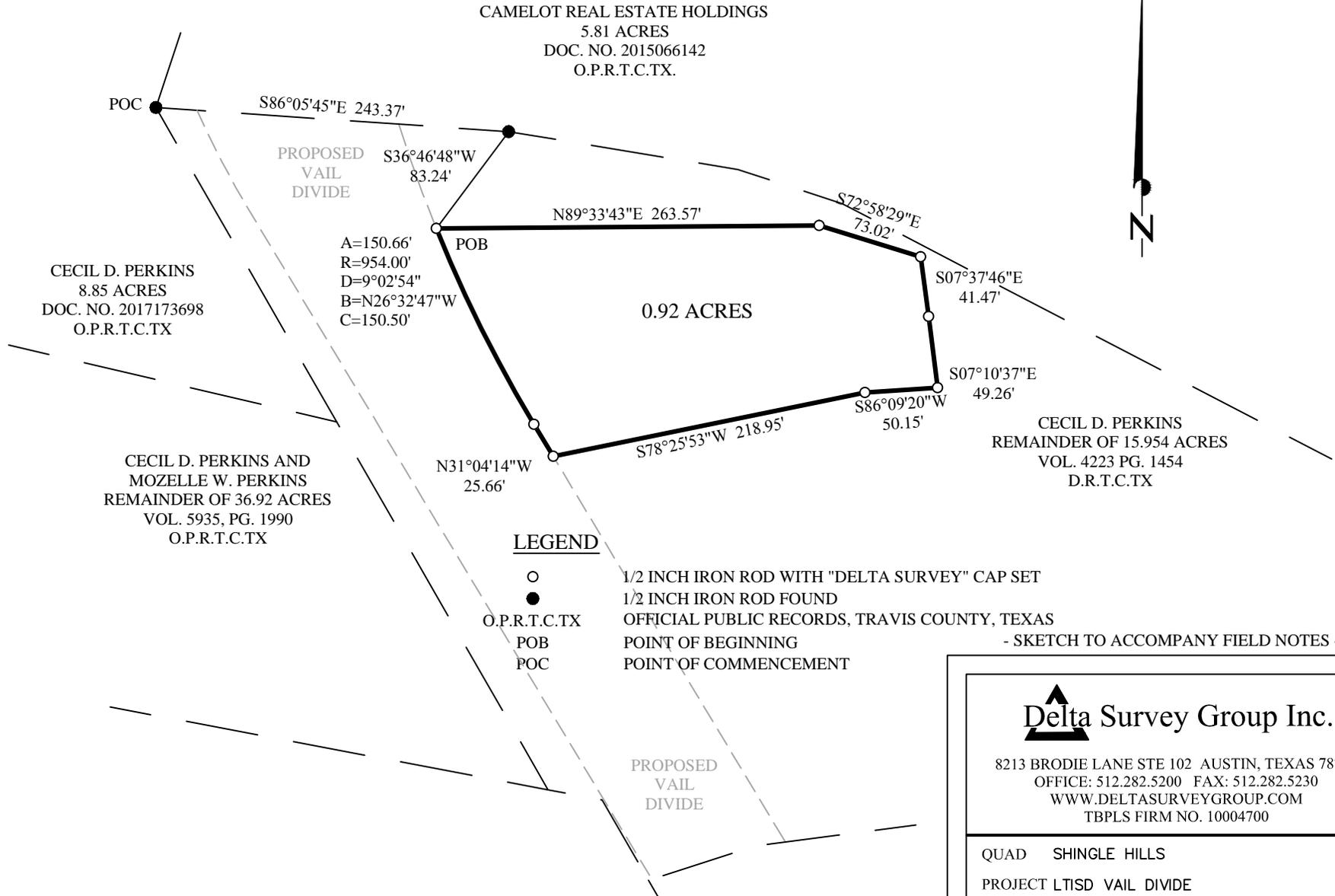
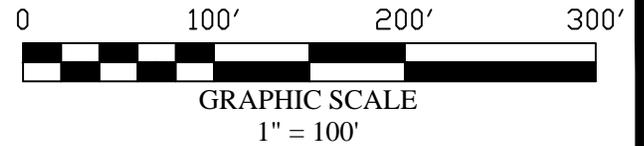


John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

WILLIAM CONRADI SURVEY NO. 70
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2017
 3 OF 3



LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- 1/2 INCH IRON ROD FOUND
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 0.92 ACRE POND ESMT

BEARING BASIS:
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

DESCRIPTION OF A 1.01 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN NOVEMBER 2017, LOCATED IN THE WILLIAM CONRADI SURVEY NUMBER 70, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.2389 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN DOCUMENT NUMBER 2009188320, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.01 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with “Doucet” cap found for a southeast corner of a called 15.406 acre tract conveyed to John and Kathryn Welbourne, described in Document Number 2016212564, Official Public Records, Travis County, Texas, same being a northeast corner of a portion of a remainder of a called 36.92 acres tract conveyed to Cecil D. Perkins and Mozelle W. Perkins, described in Volume 5935, Page 1990, Deed Records, Travis County, Texas, and also being in a west line of said 5.2389 acre tract for the **POINT OF COMMENCEMENT**;

THENCE with a west line of said 5.2389 acre tract, same being an east line of said 15.406 acres tract, N14°49'38"W a distance of 117.03 feet to a 1/2 inch iron rod with “Doucet” cap found for an east corner of said 15.406 acre tract, same being a west corner of said 5.2389 acre tract;

THENCE crossing said 5.2389 acre tract, N75°25'26"E a distance of 100.21 feet to a 1/2 inch iron rod with “Delta Survey” cap set for the **POINT OF BEGINNING**;

THENCE continuing across said 5.2389 acre tract the following seven (7) courses and distances:

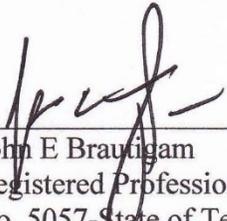
1. S87°03'07"E a distance of 130.13 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
 2. S63°27'16"E a distance of 99.05 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
 3. S78°46'17"E a distance of 128.50 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
 4. S00°25'27"E a distance of 54.69 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
 5. S06°11'13"E a distance of 24.32 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
 6. S72°04'42"W a distance of 223.71 feet to a 1/2 inch iron rod with “Delta Survey” cap set,
- and

EXHIBIT E

7. N31°04'14"W a distance of 261.16 feet to the **POINT OF BEGINNING** and containing 1.01 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

11-13-17
Date



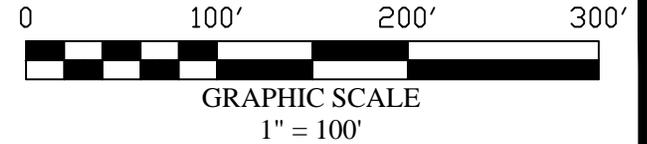
John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

WILLIAM CONRADI SURVEY NO. 70
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2017
 3 OF 3

CECIL D. PERKINS
 REMAINDER OF 15.954 ACRES
 VOL. 4223 PG. 1454
 D.R.T.C.TX



JOHN AND KATHRYN WELBOURNE
 15.406 ACRES
 DOC. NO. 2016212564
 O.P.R.T.C.TX

CECIL D. PERKINS
 5.2389 AC
 DOC. NO. 2009188320
 O.P.R.T.C.TX

CECIL D. PERKINS AND
 MOZELLE W. PERKINS
 REMAINDER OF 36.92 ACRES
 VOL. 5935, PG. 1990
 O.P.R.T.C.TX

- SKETCH TO ACCOMPANY FIELD NOTES -

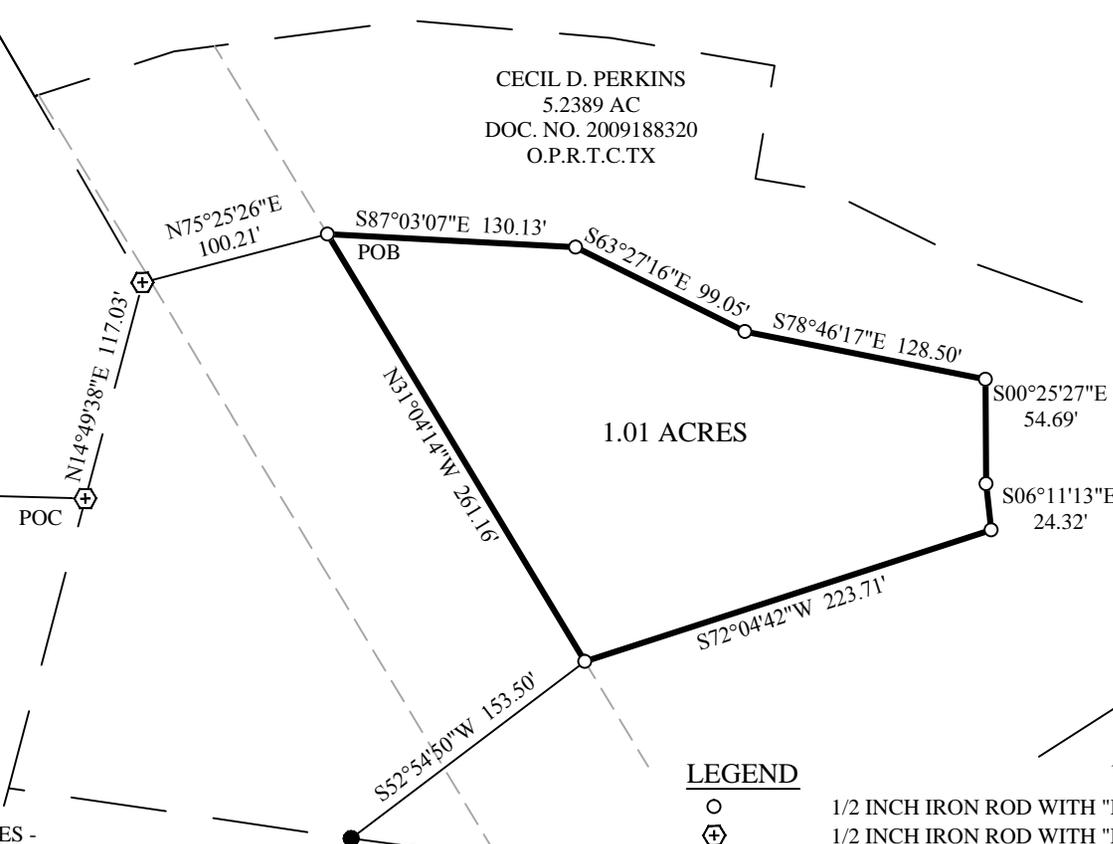


Delta Survey Group Inc.

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 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 1.01 ACRES

BEARING BASIS: 121
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS



LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- ⊕ 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND
- 1/2 INCH IRON ROD FOUND
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- D.R.T.C.TX DEED RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

HAMILTON POOL ROAD
 (ROW VARIES)

EXHIBIT "F"

DESCRIPTION OF A 1.31 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN DECEMBER 2017, LOCATED IN THE WILLIAM CONRADI SURVEY NUMBER 70, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 15.954 ACRE TRACT CONVEYED TO CECIL D. PERKINS, DESCRIBED IN VOLUME 4223, PAGE 1454, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.31 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found at an east corner of a called 8.35 acre tract conveyed to Cecil D. Perkins, described in Document Number 2017173698, Official Public Records, Travis County, Texas, same being the southwest corner of a called 5.81 acre tract conveyed to Camelot Real Estate Holdings, described in Document Number 2015066142, Official Public Records, Travis County, Texas, and also being the northwest corner of said remainder of 15.954 acres tract, for the **POINT OF COMMENCEMENT**;

THENCE with an south line of said 5.81 acre tract, same being a north line of said remainder of 15.954 acres tract, S86°05'45"E a distance of 28.42 feet to a 1/2 inch iron rod with "Delta Survey" cap set for the **POINT OF BEGINNING**;

THENCE continuing with said common line, S86°05'45"E a distance of 139.16 feet to a 1/2 inch iron rod with "Delta Survey" cap set from which a ½ inch iron rod found bears S86°05'45"E a distance of 75.78 feet ;

THENCE leaving said common line and crossing said remainder of 15.954 acres tract the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 226.99 feet, through a central angle of 13°37'58", having a radius of 954.00 feet, and whose chord bears S24°15'15"E, a distance of 226.46 feet to a 1/2 inch iron rod with "Delta Survey" cap set, and
2. S31°04'14"E a distance of 335.37 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the south line of said remainder of 15.954 acres tract, same being the north line of a called 5.2389 acre tract conveyed to Cecil D. Perkins, described in Document Number 2009188320, Official Public Records, Travis County, Texas;

THENCE with said common line the following two (2) courses and distances:

1. S82°31'16"W a distance of 21.24 feet to a 1/2 inch iron rod with "Delta Survey" cap set, and
2. S72°16'16"W a distance of 76.87 feet to a 1/2 inch iron rod with "Delta Survey" cap set in the east line of a called 15.406 acre tract conveyed to John and Kathryn Welbourne, described in Document Number 2016212564, Official Public Records, Travis County, Texas, same being the northwest corner of said 5.2389 acre tract, and also being the southwest corner of said remainder of 15.954 acres tract;

Perkins 15.954 Acre
Vail Divide
1.31 Acres

THENCE with an east line of said 15.406 acre tract, same being a west line of said remainder of 15.954 acres tract, N30°08'41"W a distance of 63.83 feet to a ½ inch iron rod with "Delta Survey" cap set for the northeast corner of said 15.406 acre tract, same being a west corner of said remainder of 15.954 acres tract;

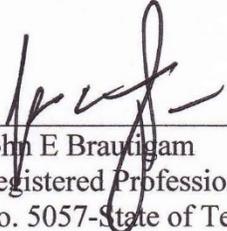
THENCE crossing said remainder of 15.954 acres tract the following three (3) courses and distances:

1. S79°18'28"E a distance of 1.65 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. N31°04'14"W a distance of 472.30 feet to a 1/2 inch iron rod with "Delta Survey" cap set, and
3. with the arc of a curve to the right a distance of 78.94 feet, through a central angle of 07°02'43", having a radius of 642.00 feet, and whose chord bears N27°32'52"W, a distance of 78.89 feet to the **POINT OF BEGINNING** and containing 1.31 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

12-07-17

Date

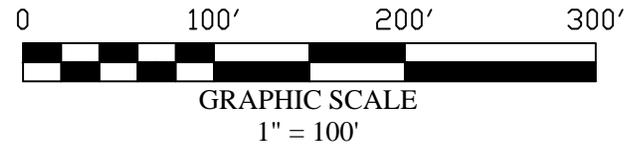


John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



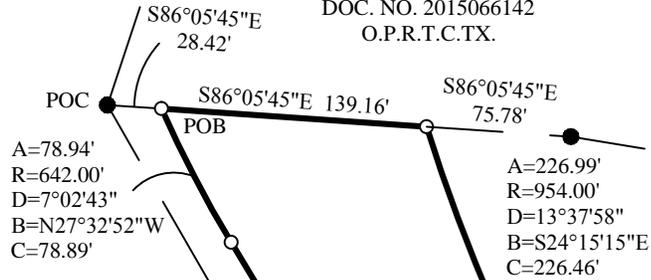
Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

WILLIAM CONRADI SURVEY NO. 70
 TRAVIS COUNTY, TEXAS
 DECEMBER 2017
 3 OF 3



CAMELOT REAL ESTATE HOLDINGS
 5.81 ACRES
 DOC. NO. 2015066142
 O.P.R.T.C.TX.

CECIL D. PERKINS
 8.85 ACRES
 DOC. NO. 2017173698
 O.P.R.T.C.TX



CECIL D. PERKINS
 REMAINDER OF 15.954 ACRES
 VOL. 4223 PG. 1454
 D.R.T.C.TX

CECIL D. PERKINS AND
 MOZELLE W. PERKINS
 REMAINDER OF 36.92 ACRES
 VOL. 5935, PG. 1990
 O.P.R.T.C.TX

LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- 1/2 INCH IRON ROD FOUND
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

- SKETCH TO ACCOMPANY FIELD NOTES -

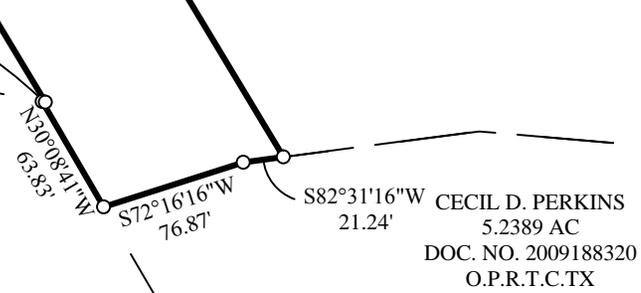


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QUAD SHINGLE HILLS
 PROJECT LTISD VAIL DIVIDE
 DWG. 1.31 ACRES

JOHN AND KATHRYN WELBOURNE
 15.406 ACRES
 DOC. NO. 2016212564
 O.P.R.T.C.TX



CECIL D. PERKINS
 5.2389 AC
 DOC. NO. 2009188320
 O.P.R.T.C.TX

BEARING BASIS: 124
 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

DESCRIPTION OF A 0.84 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE JOSEPH REYNOLDS SURVEY NUMBER 44, ABSTRACT NUMBER 664, AND THE W. CONRADI SURVEY NUMBER 70, ABSTRACT NUMBER 211, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.81 ACRE TRACT CONVEYED TO SERIES 4, DESCRIBED IN DOCUMENT NUMBER 2017169723, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.84 ACRE TRACT, AS SHOWN ON THE ATTACHED PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with “Delta Survey” cap found for the north corner of said 5.81 acre tract, same being the northeast corner of a called 8.85 acre tract conveyed to Cecil D. Perkins, described in Document Number 2017173698, Official Public Records, Travis County, Texas, same being the southeast corner of a called 136.059 acre tract conveyed to Lake Travis Independent School District, described in Document Number 2010014061, Official Public Records, Travis County, Texas, also being a corner in the west line of a remainder of a called 117.35 acre tract conveyed to Meritage Homes of Texas, LLC., described in Document Number 2011172383, Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING**;

THENCE with the east line of said 5.81 acre tract, same being the west line of said remainder of 117.35 acre tract, S01°05'55"W, a distance of 223.15 feet to a 12 inch wood fence post found for the southwest corner of said remainder of 117.35 acre tract, same being a corner in the north line of said 5.81 acre tract;

THENCE leaving said common line, and crossing said 5.81 acre tract, S04°14'08"E, a distance of 249.23 feet to a ½ inch iron rod with “Delta Survey” cap found in the south line of said 5.81 acre tract, also being a corner in the north line of a remainder of a called 15.954 acre tract conveyed to Cecil D. Perkins, described in Volume 4223, Page 1454, Deed Records, Travis County, Texas;

THENCE with the south line of said 5.81 acre tract, same being the north line of said remainder of 15.954 acre tract, N86°05'45"W, a distance of 167.59 to a ½ inch iron rod found for the southwest corner of said 5.81 acre tract, same being the northwest corner of said remainder of a 15.954 acre tract, also being a corner in the east line of said 8.85 acre tract;

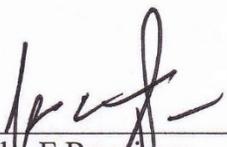
Joseph Reynolds Survey No. 44, Abs. No. 664
W. Conradi Survey No.70, Abs. No. 211
0.84 Acre

THENCE with the west line of said 5.81 acre tract, same being the east line of said 8.85 acre tract, N18°23'46"E, a distance of 485.03 feet to the **POINT OF BEGINNING** and containing 0.84 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

01-07-19

Date



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 021523-03 Granting Authority to Execute Environmental Buffer Easements

RECOMMENDED ACTION

Approve Resolution No. 021523-03 granting authority to execute environmental buffer easements, as necessary for the Elementary #8 construction project.

RATIONALE

As a part of the City of Lakeway's approval of the site development plan for construction of Elementary #8, the City will require the dedication of environmental buffer easements to the City of Lakeway and a waterway buffer easement to the LCRA. Given the timeline for completion of Elementary #8, the Administration requests that the Board grant the Superintendent or his designee authority to negotiate and execute any environmental buffer easements to the appropriate governmental entities on either the 89.89-acre tract or 25.5-acre tract of land owned by the District as required to obtain approval for the grading permits and site development permit for the Elementary #8 construction project.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Resolution No. 021523-03

MEETING DATE

February 15, 2023

Resolution No. 021523-03

**LAKE TRAVIS ISD BOARD OF TRUSTEES
RESOLUTION GRANTING AUTHORITY TO EXECUTE
ENVIRONMENTAL BUFFER EASEMENTS**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, the Lake Travis Independent School District (“District”) Board of Trustees is the governing body of the District, a political subdivision of the State of Texas;

WHEREAS, the District owns an approximately 89.98-acre tract of land located off Highway 71;

WHEREAS, the District recently purchased a 25.5-acre tract of land located off Bee Creek Road and intends to construct Elementary #8 on this land;

WHEREAS, the projected timeline for completion of the construction of Elementary #8 is June 2024;

WHEREAS, as a part of the construction of Elementary #8, the District will be transferring fill from the 89.98-acre tract to the 25.5-acre tract of land;

WHEREAS, the City of Lakeway will require the dedication of environmental buffer easements to the City of Lakeway and a waterway buffer easement to the LCRA as a part of the City’s approval of the site development plan for construction of Elementary #8; and

WHEREAS, given the timeline for completion of Elementary #8, the Board deems it necessary to give the Superintendent authority to execute environmental buffer easements, as necessary and required, so as to not unnecessarily delay the project.

THEREFORE, BE IT RESOLVED AND ORDERED BY LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:

1. All of the above paragraphs are incorporated into and made part of this Resolution and Order;
2. The Superintendent or designee is hereby authorized to negotiate and execute any environmental buffer easements to the appropriate governmental entities on either the 89.89-acre tract or 25.5-acre tract of land owned by the District as required to obtain approval for the grading permit and site development permit for the Elementary #8 construction project; and
3. The Superintendent will provide notice to the Board of any easements executed under the authority granted by this Resolution.

PASSED, APPROVED and ADOPTED by the Board of Trustees of the Lake Travis Independent School District this 15th day of February, 2023.

John Aouelle
President, Board of Trustees

Attest: _____
Kim Flasch
Secretary, Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Agreement Between Lake Travis ISD and City of Lakeway Regarding the Development and Construction of Elementary School #8

RECOMMENDED ACTION

Approve the Development Agreement Between Lake Travis ISD and City of Lakeway regarding the Development and Construction of Elementary School #8 and authorize the Superintendent to execute the agreement.

RATIONALE

The District recently purchased approximately 25 acres of land on which it intends to construct Elementary School #8. In order to open the school for the 2024-2025 school year, construction must begin by February 2023. The proposed school site is within the cooperate limits of the City of Lakeway. The City of Lakeway and the District have negotiated a development agreement for the purposes of providing a timely review and alternative standards under certain provisions of the City Code for the benefit of the construction project.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Agreement

MEETING DATE

February 15, 2023

AGREEMENT
CITY OF LAKEWAY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
REGARDING THE DEVELOPMENT AND CONSTRUCTION OF ELEMENTARY
SCHOOL #8

This Agreement Regarding the Development and Construction of Elementary School #8 (“**Agreement**”) is made by the City of Lakeway (“**City**”), a Texas home rule city, and the Lake Travis Independent School District (“**LTISD**”), an independent school district created under the laws of the State of Texas. LTISD and the City may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City and LTISD are co-equal political subdivisions of Texas, created, organized, and operating according to the Constitution and laws of the State of Texas; and

WHEREAS, the City is authorized under Texas law to regulate development and construction within its City limits; and

WHEREAS, LTISD is statutorily obligated to construct and operate education facilities and schools for the education of school age children living within the geographical boundaries of LTISD (“**District Boundaries**”); and

WHEREAS, during the last ten (10) years LTISD has experienced significant increases in the population of school age children; and

WHEREAS, demographers have advised LTISD that the population of school age children will continue to increase into the foreseeable future; and

WHEREAS, based on enrollment data and recommendations from demographers, the School Board of LTISD has determined that a public necessity exists to open an eighth elementary school for the 2024-2025 school year (“**School Opening Deadline**”); and

WHEREAS, in August 2022, LTISD purchased approximately 25 acres of land on Bee Creek Road, described in the attached **Exhibit “A”**, for the construction of Elementary School #8, (“**School Site**”); and

WHEREAS, in November 2022, voters within the District Boundaries approved the construction of an eighth elementary school by authorizing the sale of approximately \$548 million in school bonds to fund, in part, the construction of Elementary #8 on the School Site (“**School Project**”); and

WHEREAS, based on the typical time required to construct an elementary school (eighteen (18) months), construction of Elementary 8 must begin by February 2023 to meet the School Opening Deadline; and

WHEREAS, the School Site is located within the corporate limits of the City; and

WHEREAS, the School Site is located adjacent to a 60-acre tract of land owned by the City, as further described in the Private Road Easement and Maintenance Agreement (South Access) recorded in Document No. 2015022683, Official Public Records of Travis County Texas (“**Emergency Access Easement**”), and

WHEREAS, the City has leased the 60-acre tract to Travis County for development and operation of the Bee Creek Sports Complex (“**Sportsplex Site**”); and

WHEREAS, the School Site is subject to the Emergency Access Easement; however, the easement description in the Emergency Access Easement does not align with any of the driving lanes approved or constructed within the Sportsplex Site; and

WHEREAS, the easement description in the Emergency Access Easement does not align with any of the driving lanes proposed to be constructed on the School Site; and

WHEREAS, the City and LTISD desire to revise the route and description of the Emergency Access Easement to allow the construction of a functional emergency access route connecting the School Site and the Sportsplex Site (“**Revised Emergency Access Easement**”); and

WHEREAS, the City and LTISD further desire to amend the Emergency Access Easement to address traffic and parking issues relating to the operation of the Bee Creek Sports Complex and the School Project (“**Amended Emergency Access Easement**”); and

WHEREAS, the City and LTISD desire to establish cross access and cross parking agreement(s) regarding the School Site and the Bee Creek Sports Complex among the City, LTISD and the tenants and operators of the Bee Creek Sports Complex (“**Proposed Access and Parking Agreement**”); and

WHEREAS, the City and LTISD acknowledge and agree that neither the Revised Emergency Access Easement nor the Amended Emergency Access Easement can be negotiated and executed prior to the date that LTISD must begin construction to meet the School Opening Deadline; and

WHEREAS, during 2022 LTISD personnel and LTISD’s engineers met with City staff regarding the proposed construction of Elementary #8 on the School Site, plus offsite development, and improvements necessary to construct and operate the School Project; and

WHEREAS, in response to comments from City staff, LTISD had a draft Traffic Impact Analysis for the School Project (“**TIA**”) prepared and submitted to City staff and TxDOT during the fourth quarter of 2022 and submitted updated the TIA to the City in January 2023;

WHEREAS, by email communication TxDOT notified LTISD’s engineers and City staff that TxDOT had decided to not review the TIA due to the limited impact the School Project will have on state-maintained roads; and

WHEREAS, the land within the School Project Site has approximately 95 feet of elevation change, and the design of the Campus must comply with required allowable slopes and internal grade breaks required by federal and state accessibility standards; and

WHEREAS, LTISD seeks to construct additional drive aisles throughout the School Site to increase queuing capacity on-site to lessen traffic impacts on Bee Creek Road; and

WHEREAS, due to the steep slopes on the School Site, a significant amount of cutting, filling, and grading is necessary to construct a relatively level campus that meets LTISD safety and accessibility standards and LTISD’s goal of maximizing the amount on on-site cueing of vehicles; and

WHEREAS, during 2022, Malone Wheeler, LTISD’s civil engineering firm for the School Project, met with City staff and LCRA staff regarding an underground extended detention pond (“**Underground Pond**”) being an allowed best management practice under the LCRA’s Highland Lakes Ordinance and the Highland Lakes Ordinance Technical Manual (together, “**Water Quality Regulations**”); and

WHEREAS, LCRA staff and City staff concurred that an Underground Pond is an allowed best management practice under the Water Quality Regulations so long as a second water quality facility is constructed downstream; and

WHEREAS, LTISD owns an approximately 89-acre parcel of land located near the School Site, as described in the attached **Exhibit “B” (“89-Acre Parcel”)**; and

WHEREAS, on December 16, 2022, LTISD submitted to the City an application for a grading permit for an approximately 18-acre portion of the School Project, as shown in the attached **Exhibit “C” (“School Grading Permit Application”)**; and

WHEREAS, on December 16, 2022, LTISD submitted to the City an application for a grading permit for an approximately 11-acre portion of the 89-Acre Parcel, as shown on the attached **Exhibit “D” (“11-Acre Grading Permit Application”)**; and

WHEREAS, given the significant amount of fill to be placed on the School Project Site, LTISD seeks approval to install certain water, wastewater, and other internal utility lines within the School Site pursuant to the School Grading Permit; and

WHEREAS, LTISD intends to remove limestone materials from the approximately 11-acre portion of the 89-Acre Parcel to use as fill for the construction of the School Project; and

WHEREAS, the City, LTISD, and LCRA are negotiating the terms and conditions of Waterway Buffer Easements and CEF Buffer Easements to be executed and recorded by LTISD;

WHEREAS, LTISD seeks approval of the School Grading Permit Application and the 11-Acre Grading Permit so that construction of the School Project can begin by February 16, 2023; and

WHEREAS, LTISD submitted to the City a complete site development permit application for the School Project on December 27, 2022 (“**Site Plan Application**”); and

WHEREAS, the Site Plan Application included a tree survey of the School Site (“Tree Survey”); and

WHEREAS, LTISD seeks incorporation of the approved School Site Grading Permit into the approved Site Plan for the School Project so that ultimately there will be a single site development permit for the School Project; and

WHEREAS, due to the 95-foot elevation change across the land included in the Site Plan Application, and the time available to meet the School Opening Deadline, LTISD has requested the City to modify certain City Code requirements for the School Project; and

WHEREAS, LTISD has a fiber optic cable north of the School Site in unused Bee Creek Road right of way that is not included in the City’s pending annexation of Bee Creek Road; and

WHEREAS, the depth of the fill to be placed on the School Site requires the depth of the existing LTISD fiber optic cable to be lowered in the unused Bee Creek Road right of way; and

WHEREAS, LTISD proposes to construct a driveway apron across the unused Bee Creek Road right of way (“**Northern Driveway**”); and

WHEREAS, City staff and LTISD have agreed to defer the permitting for the Northern Driveway and lowering the fiber optic cable until after the approval of the Site Plan through City approval of a second phase of the Site Plan; and

WHEREAS, in May 2022, the City and LTISD entered into a Memorandum of Understanding regarding City development regulations applicable to the Lake Travis High School campus (“**2022 MOU**”); and

WHEREAS, Article III of the 2022 MOU directs the respective staffs of the City and LTISD to work together to develop a comprehensive development agreement between the two political subdivisions, setting forth an agreed set of development regulations that will control development of LTISD property located in the city limits and ETJ of the City; and

NOW THEREFORE, in consideration of the above stated Recitals, the receipt and sufficiency of which are hereby acknowledged by the Parties, the City and LTISD hereby memorialize their mutual agreement on the terms and conditions set forth below, the Parties agree as follows:

**ARTICLE 1
AUTHORITY, RECITALS, INTENT**

1.1 **Authority.** This Agreement is entered into and authorized by the City Charter of the City, the City Code, and the general laws of the State of Texas. This Agreement is made, in part, under the authority conferred by the Interlocal Cooperation Act, Texas Government Code Chapter 791, (the “**Act**”) which authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act. The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.

1.2 **Recitals.** The Parties acknowledge and agree the above stated Recitals are true and correct.

1.3 **Intent.** The Parties intend that this Agreement provide for the timely review and approval of City issued development permits for the School Project and provide alternative standards under certain provisions of the City Code for the benefit of the School Project,

1.4 **Texas Education Code.** To the extent the Texas Education Agency or any other regulatory body with authority over an independent school district in the State of Texas imposes development standards on LTISD, nothing herein is intended to excuse LTISD compliance with those standards.

ARTICLE 2

CITY APPROVALS AND AUTHORIZATIONS; LTISD OBLIGATIONS

- 2.1 **City Approvals and Authorizations.** To implement the timely approval of development permits required to construct the School Project, the City hereby:
- a. Authorizes the inclusion and approval of the construction of private utility lines in the approved School Grading Permit;
 - b. Authorizes deferring the requirement of an approved tree removal permit to the review and approval of the Site Plan for the School Project so that the City may issue the School Grading Permit without an approved tree removal permit. The tree mitigation plan for the School Project and the tree removal permit will be based on the Tree Survey submitted with the Site Plan Application;

- c. Agrees to use its best efforts to (1) timely review and issue review comments to the School Grading Permit Application and each LTISD response to City comments to the School Grading Permit Application;
- d. Accepts and approves the Traffic Impact Analysis prepared by Alliance Transportation Group dated December 30, 2022, and agrees LTISD shall not be required to submit any further Traffic Impact Analyses in order to obtain any permit to construct the School Project or any other improvement authorized by this Agreement unless LTISD makes or requests other changes in the School Project that increases projected peak hour or daily traffic projections by more than ten percent (10%);
- e. Agrees LTISD's construction and installation of the traffic improvements described in the attached **Exhibit "E"** shall satisfy all off-site traffic improvements to be constructed for the School Project;
- f. Authorizes City Staff to work cooperatively with LTISD in monitoring the effectiveness of the traffic mitigation measures and to consult with LTISD regarding possible operational adjustments to traffic control measures, as further described in Section 2.6;
- g. Approves the description and location of waterway and CEF buffers shown on the attached **Exhibit "F"** for the School Project upon confirmation from LCRA that the design of the buffers conform to its standards;
- h. The two proposed storm drainage outfalls in the Waterway Buffer, as shown on the attached **Exhibit "F,"** shall be approved upon confirmation from LCRA that their design conforms to its standards.
- i. Temporary construction activities in the Waterway Buffer, as shown on the attached **Exhibit "F,"** shall be approved upon confirmation from LCRA that the construction activities as submitted do not violate its standards.
- j. Authorizes City Staff to require the recordation of Waterway Buffer Easements and CEF Buffer Easements on the School Site to be a condition for the issuance of final Certificate of Occupancy for the School Project;
- k. Authorizes City Staff to require the recordation of the Revised Emergency Access Easement to be a condition for the issuance of final Certificate of Occupancy for the School Project;
- l. Authorizes City staff to incorporate the School Grading Permit for the School Site into the approved Site Plan for the School Project and to review and approve the phasing of the approved Site Plan to address the fiber optic and North Driveway issues described in the Recitals;

- m. Authorizes the installation of artificial turf on the School Site at the locations shown in the attached **Exhibit “K;”**
 - n. Authorizes City staff to review and approve the water quality and detention facilities based on the City of Lakeway Code of Ordinances; and
 - o. Approves and adopts the Alternative Development Standards for the School Project listed in the attached **Exhibit “G.”**
- 2.2 **Timely Action by City.** To facilitate the timely approval of development permits for the School Project, the City will:
- a. Provide a timely review and comments to the Site Plan Application;
 - b. Provide timely inspections of the work and construction of the School Project; and
 - c. After completion and final approval of construction and installation of the water and wastewater lines, drainage facilities and public streets in accordance with the approved Site Plan, finally accept the street and drainage infrastructure that is required to be dedicated to the City for ownership, operation, and maintenance.
- 2.3 **LTISD Obligations.** To assist the City with the timely review and approval of development permits, LTISD agrees:
- a. To direct its engineers and consultants to timely respond to City review comments regarding LTISD development permit applications;
 - b. To negotiate in good faith with the City, Travis County and other parties to achieve and execute a mutually acceptable Proposed Access and Parking Agreement that provides additional traffic and parking mitigation and terminates and replaces the Emergency Access Easement;
 - c. Prior to the recordation of a CEF Buffer easement on the School Site, to limit development activities within the CEF Buffer described in the attached **Exhibit “L”** in accordance with the City Code, except as authorized by this Agreement;
 - d. Prior to the recordation of a Waterway Buffer easement on the School Site, to limit development activities within the Waterway Buffer described in the attached **Exhibit “M”** in accordance with the City Code except as authorized by this Agreement;
 - e. Prior to the recordation of a CEF Buffer easement on the 89-Acre Parcel, to limit development activities within the CEF Buffer described in the attached **Exhibit “N”** in accordance with the City Code, except as authorized by this Agreement;
 - f. Prior to the recordation of a Waterway Buffer easement on the 89-Acre Parcel, to limit development activities within the Waterway Buffer described in the attached

Exhibit “O” in accordance with the City Code except as authorized by this Agreement;

- g. To grant to the City a CEF Buffer Easement, in a form mutually acceptable to the City and LTISD, applicable to the portion of the School Site described in the attached **Exhibit “L”**;
- h. To grant to the LCRA a Waterway Buffer Easement, in a form mutually acceptable to the LCRA and LTISD, applicable to the portion of the School Site described in the attached **Exhibit “M”**;
- i. To grant to the City a CEF Buffer Easement, in a form mutually acceptable to the City and LTISD, applicable to the portion of the 89-Acre Parcel described in the attached **Exhibit “N”**; and
- j. To grant to the LCRA a Waterway Buffer Easement, in a form mutually acceptable to the LCRA and LTISD, applicable to the portion of the 89-Acre Parcel described in the attached **Exhibit “O.”**

2.4 **Revised Emergency Access Easement.** LTISD and the City, as the respective owners of the School Site and the Sportsplex Site, agree to cooperate an effort to negotiate with Travis County to revise the location, route, and description of the Emergency Access Easement to allow the construction of a functional emergency access route connecting the School Site and the Sportsplex Site (“**Revised Emergency Access Easement**”). The Parties agree to use their best efforts to negotiate with Travis County and enter into and record a Revised Emergency Access Easement with Travis County by June 1, 2023.

2.5 **Amended Emergency Access Easement.** LTISD and the City, as the respective owners of the School Site and the Sportsplex Site, agree to cooperate an effort to negotiate with Travis County to amend the Emergency Access Easement or the Revised Emergency Access Easement to address traffic and parking issues relating to the operation of the Bee Creek Sports Complex and the School Project, including, entering into cross access and cross parking agreement(s) regarding the School Site and the Bee Creek Sports Complex. The Parties agree to use their best efforts to negotiate with Travis County and enter into and record an Amended Emergency Access Easement with Travis County by November 1, 2023.

2.6 **Additional Traffic Mitigation.** During the first school year the Parties will cooperatively monitor the effectiveness of the traffic mitigation measures recommended by the TIA and implemented through the construction of the School Project. If traffic generated by the School Project poses a public safety risk on Bee Creek Road, then LTISD will consult with City regarding possible operational adjustments that could be taken during peak traffic hours, including, LTISD police officers directing traffic and LTISD seeking an Interlocal Agreement with the City

relating to the Lakeway Police Department assisting with directing traffic during peak traffic hours.

2.7 **Park and Ride Facility.** LTISD will investigate the opportunity of constructing on the 89-Acre Parcel a Park and Ride Facility for LTISD parents and students and implement such a facility if and when feasible, as determined by LTISD.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 **LTISD Representations and Warranties.** LTISD represents and warrants:

- a. LTISD is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;
- b. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of LTISD and the person executing this Agreement on behalf of LTISD has been fully authorized and empowered to bind LTISD to the terms and provisions of this Agreement;
- c. This Agreement does not contravene any law or any governmental rule, regulation, or order applicable to the LTISD; and
- d. The execution and delivery of this Agreement and the performance by LTISD of its obligations hereunder do not contravene the provisions of, or constitute a default under, the terms of any indenture, contract, resolution, or other instrument to which LTISD is a party or by which LTISD is bound.

3.2 **City Representations and Warranties.** The City represents and warrants:

- a. The City has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;
- b. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement; and
- c. This Agreement does not contravene any law or any governmental rule, regulation, or order applicable to the City.

3.3 **Reliance on Representation and Warranties.** Each Party is executing this Agreement in reliance on each of the warranties and representations of the other Parties set forth above and each such representation and warranty will survive the execution and delivery of this Agreement and the completion of the Project.

ARTICLE 4
MISCELLANEOUS

4.1 **Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.2 **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

4.3 **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

4.4 **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitute the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

4.5 **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

[Execution Page is the next page]

Executed to be effective this 15th day of February 2023.

CITY OF LAKEWAY, TEXAS

By: _____
Joseph Molis, City Manager

LAKE TRAVIS ISD

By: _____
Paul Norton, Superintendent

EXHIBIT “A”

DESCRIPTION OF SCHOOL SITE

[Field notes and survey to be attached.]

EXHIBIT “B”

DESCRIPTION OF 89-ACRE PARCEL

[Field notes and survey to be attached.]

EXHIBIT “C”

**DEPICTION OF CUT AND FULL AREA
FOR THE SCHOOL PROJECT**

[to be attached]

EXHIBIT “D”
DEPICTION OF CUT AND FULL AREA
FOR 11-ACRES

EXHIBIT “E”

TRAFFIC IMPROVEMENTS IDENTIFIED IN THE TIA

EXHIBIT “F”

**DESCRIPTION AND LOCATION OF ENVIRONMENTAL
BUFFERS APPLICABLE TO THE SCHOOL PROJECT**

EXHIBIT G

Alternative Development Standards for the School Project

The City hereby approves the following alternative development standards for the School Project, and LTISD agrees to comply with the following approvals and exceptions for purposes of the School Project only:

1. **School Site Cut and Fill**. The requirements of Section 28.09.013 are amended as follows:
 - a. Cut on the School Project Site shall not exceed thirty-six (36) feet; and
 - b. Fill shall not exceed forty (40) feet.
2. **Net Site Area Impervious Cover**. The requirement of Section. 28.10.007 is amended to allow impervious cover equal to 70% of the net site area of the School Site.
3. **Building Height**. Building height may not exceed 42-feet above the finished elevation of the School Site.
4. **Fence material**. The requirements of Section 24.02.442 and Section 28.09.015 regarding fencing materials is amended as follows:
 - a. Black vinyl coated chain link fences up to 8-ft in height may be installed at the approximate locations shown on the attached **Exhibit “H”**. All other fences installed on the School Site shall meet City Code requirements.
5. **Pond Landscape Screening**. The requirements of Section 28.09.017 regarding the screening of water quality and detention ponds from adjacent properties and roadways by vegetation is amended as follows:
 - a. Rock faced or rock veneered wall may be installed in lieu of additional landscaping along the walls of the water quality and detention ponds at the approximate locations shown on the attached **Exhibit “I;”** and
 - b. The stone coloring will be natural in accordance with the City’s general requirements for walls.
6. **Overhead Electric Lines**. The requirements of Section 28.09.10 prohibiting the installation of additional power poles and overhead power lines are amended as follows:
 - a. To comply with PEC requirements, new overhead power poles may be installed near or along the portion of existing overhead electric line alignment, substantially as shown on the attached **Exhibit “J”**, to replace the existing power line with three-phase electric service to the School Site;

- b. As of the effective date of this Agreement, PEC is still designing the extension of three-phase electric service to the School Site. The depiction of new overhead power lines in the attached **Exhibit “J”** shall not limit PEC’s design of how the three-phase electric service will be extended to the School Site in order to comply with PEC final design;
 - c. As shown on the attached **Exhibit “J,”** the remainder of the existing overhead power line will be removed. The removal of the existing overhead power line shown on the attached **Exhibit “J”** shall occur as soon as practicable once the three-phase service as designed by PEC is completed; and
 - d. All other electric lines to and through the School Site will be located underground.
7. **11-Acre Grading Permit Application.** With respect to the 11-Acre Grading Permit Application, the requirements of Section 28.09.013(a) are amended as follows:
- a. Within the approximately 11-acre area shown on the attached **Exhibit “D”**, cuts may not exceed twenty-five feet (25’); and
 - b. fill may not exceed ten (10) feet.
8. **Retaining Walls.** With respect to the School Project, the requirement of Section 28.09.014(f) is amended as follows: “Retaining walls shall not exceed two (2) feet above the material being retained.”
9. **Tree Mitigation.** Mitigation trees for the 11-acre shown on the attached Exhibit “D” may be planted on the 89-Acre Parcel or on the School Site.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1182) Located at - 4528 Bee Creek Rd, Spicewood, TX 78669 for Elementary School #8

RECOMMENDED ACTION

Approve Balcones Canyonlands Conservation Plan (BCCP) Contract #1182 and any amendments necessary to complete mitigation requirements as described in the contract.

RATIONALE

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Participation Contract-Balcones Canyonlands Conservation Plan (BCCP - 1182)

MEETING DATE

February 15, 2023

PARTICIPATION CONTRACT
BALCONES CANYONLANDS CONSERVATION PLAN

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the “Act”). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP) - Shared Vision, Travis County and the City of Austin applied for a regional permit under section 10(a)1(b) of the Act. The United States Fish and Wildlife Service (“USFWS”) issued the regional permit, permit number TE-788841-2 (the “Permit”), to the Permit Holders on May 2, 1996.

In exchange for committing to the completion of a 30,428 acre preserve system that satisfies the requirements of the Permit, the Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as “Participation Rights”) to individual landowners or developers (“Participants”) for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP-Shared Vision, Participants can mitigate for direct and indirect “take” of the species covered in the Permit, in accordance with the special terms and conditions of the Permit.

AGREEMENT

This agreement is entered into this ____ day of _____, 2023, by and between Lake Travis Independent School District (BCCP # **1182**), hereinafter referred to as “Participant” or “Assignee”, and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the Balcones Canyonlands Conservation Plan - Shared Vision, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as “Permit Holders” or “Assignor”.

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the Permit to be furnished or rendered by the Permit Holders to the Participant and the payment for this assignment by the Participant to the Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 25.1244 acres situated in Travis County, Texas, and more fully described in Exhibit “A” attached hereto (“Property”).

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the Permit for the Balcones Canyonlands Conservation Plan (“BCCP-Shared Vision”) pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“ESA”). The term “Participation Rights” shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP-Shared Vision Permit relating to the incidental “take”, existence, dedication, conservation, maintenance or preservation of the following endangered species: black-capped vireo (*Vireo atricapillus*), golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagris texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelli*), and the Species of Concern described in the Permit, Exhibit “B” attached hereto.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the BCCP-Shared Vision as provided by the Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III.
COMPENSATION

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision (BCCP Habitat Conservation Plan, Appendix A) “the construction of public primary and secondary schools or community colleges are exempt from Participation Fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).” The proposed use for the subject property is for a Lake Travis Independent School District elementary school, therefore, Lake Travis Independent School District is exempt from BCCP mitigation payment. This fee exemption is valid only so long as the subject property is used as a public education facility. Any changes in use would be subject to BCCP mitigation fees.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of “no effect”, that it has not previously delivered to the Permit Holders.

ARTICLE V.
BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT’S SOLE RECOURSE

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant’s Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force of effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. **No official, representative, employee, or agent of the City of Austin, Travis County, or the Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.**

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738

PERMIT HOLDERS:

Honorable Steve Adler (or his successor)
City of Austin Mayor
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1182

with a copy to:

Kimberlee Harvey (or her successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1182

and with additional copies to:

Honorable Jose´ Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File # 1182

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the Permit, or on May 2, 2026, whichever is later.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

PARTICIPANT:

By: _____
Melinda Mallia
Travis County Natural Resources
Program Manager
Balcones Canyonlands Conservation Plan

By: _____
John Aouelle
President, LTISD Board of Trustees

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by John Aoueilla, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in the office of said school district.

Notary Public in and for the State of Texas

PERMIT HOLDERS:

This instrument was acknowledged before me by **Melinda Mallia** on this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT "A"

Description of Land to be Benefited by Participation Rights

25.1244

Known as: ABS 2123 SUR 85 ETC SURVEY RUSK TRANSPORT CO ACR 25.1244
(1-d-1w) (PRORATE 1/1/22 TO 8/26/22)

Located at: 4528 Bee Creek Rd, Spicewood, TX 78669

Tax parcel ID #: 123362/0126960205

EXHIBIT "B"

Additional Requirements of Participant

 <p>DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE</p> <p>FEDERAL FISH AND WILDLIFE PERMIT</p> <p>BALCONES CANYONLANDS CONSERVATION PLAN</p> <p>1. PERMITTEES</p> <p>City of Austin P.O. Box 1088 Austin, Texas 78767</p> <p>Travis County P.O. Box 1748 Austin, Texas 78767</p>	3-201 (1/97)	
	<p>2. AUTHORITY-STATUTES 16 USC 1539(a)(1)(B) REGULATIONS (Attached) 50 CFR §§ 13 & 17</p>	
	<p>3. NUMBER TE 788841-2</p>	
	<p>4. RENEWABLE [x] YES [] NO</p>	<p>5. MAY COPY [x] YES [] NO</p>
	<p>6. EFFECTIVE 8/5/2013</p>	<p>7. EXPIRES 5/2/2026</p>
<p>8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business) William A. Conrad, BCCP Secretary for the City of Austin and Travis County.</p>		<p>9. TYPE OF PERMIT Endangered Species – Incidental Take</p>
<p>10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED Travis County, Texas, outside of preserve areas identified in the HCP and final EIS dated March 1996.</p>		
<p>11. CONDITIONS AND AUTHORIZATIONS:</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>I. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.</p> <p>II. VALID FOR USE BY PERMITTEES NAMED ABOVE.</p> <p>III. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).</p>		
<p>12. REPORTING REQUIREMENTS: Annual report is due on June 1, beginning in 1997 and continuing until permit expiration.</p>		
<p>ISSUED BY: <i>Joy E. Nicholopoulos</i></p>	<p>TITLE Deputy Regional Director</p>	<p>DATE 8/7/13</p>

TERMS AND CONDITIONS SPECIFIC TO BALCONES CANYONLANDS

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the Permittees must reinstate consultation with the Service to avoid violation of section 9 of the Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the Permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement and Habitat Conservation Plan, Biological Opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, Permittees are required to contact the Service's Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The Permittees are authorized to "take" (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

Vireo atricapillus
Dendroica chrysoparia
Tartarocreagris texana
Neoleptoneta myopica
Texella reddelli
Texella reyesi
Rhadine persephone
Texamaurops reddelli

COMMON NAME

Black-capped vireo
 Golden-cheeked warbler
 Tooth Cave pseudoscorpion
 Tooth Cave spider
 Bee Creek Cave harvestman
 Bone Cave harvestman
 Tooth Cave ground beetle
 Kretschmarr Cave mold beetle

Additionally, the Permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohri</i>	Flatworm
<i>Candona</i> sp. nr. <i>Stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae</i> N.S.	Isopod
<i>Miktoniscus</i> N.S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neol eptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella la reclusa</i>	Spider
<i>Aphrastochthonius</i> N.S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N.S.3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranean</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

- G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:
1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
 2. a list of all tracts for which Participation Certificates were purchased,
 3. amount of funds collected for land acquisition,
 4. amount of funds expended for land acquisition,
 5. amount of funds expended for operations and maintenance.

6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

9. a general map of each tract location and
 10. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial, and multi-family developments completed construction is when buildings are suitable for occupancy.
- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the Permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and

3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.

AMENDMENT TO CONDITION M

This amendment shall authorize the Lower Colorado River Authority to increase their corridor expansion from the original 100-foot (30.5 meters) right-of-way to 170 feet (51.8 meters). The corridor expansion shall be an aerial expansion only (above treetop level) and will not extend to ground level. No additional habitat will be affected and no additional take of golden-cheeked warblers will occur.

- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.
- O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP- dated March 1996 or any modifications/amendments to that boundary.
- P. The Service's "No Surprises" policy provides that additional mitigation, lands or financial compensation shall not be required of the Permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition F above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

SPECIES SPECIFIC TERMS AND CONDITIONS

Q. GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

R. BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.

4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

S. LISTED KARST INVERTEBRATES

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

Amber Cave	Kretschmarr Double Pit
Bandit Cave	Kretschmarr Cave
Beard Ranch Cave	Lam Cave
Bee Creek Cave	Little Bee Creek Cave
Broken Arrow Cave	M.W.A. Cave
Cave Y	McDonald Cave
Cold Cave	McNeil Bat Cave
Cotterell Cave	New Comanche Trail Cave
Disbelievers Cave	No Rent Cave
Eluvial Cave	North Root Cave
Fossil Cave	Rolling Rock Cave
Fossil Garden Cave	Root Cave
Gallifer Cave	Spider Cave
Hole-In-The-Road	Stovepipe Cave
Japygid Cave	Tardus Hole
Jest John Cave	Tooth Cave
Jester Estates Cave	Weldon Cave
Jollyville Plateau Cave	

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.

4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

T. KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species that support the karst species of concern:

Adobe Springs Cave	Moss Pit
Airman's Cave	Pennie Cave
Armadillo Ranch Sink	Pickle Pit
Arrow Cave	Pipeline Cave
Blowing Sink	Flint Ridge Cave
Buda Boulder Spring	Slaughter Creek Cave
Cave X	Get Down Cave
Ceiling Slot Cave	Spanish Wells Cave
District Park Cave	Goat Cave
Jack's Joint	Stark's North Mine
Lost Oasis Cave	Ireland's Cave
Lost Gold Cave	Talus Spring
Maple Run Cave	Whirlpool Cave
Midnight Cave	

The caves in which the karst species of concern occur are listed below. To receive the "No Surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES	CAVE
<i>Sphalloplana mohri</i>	Spanish Wells Cave
<i>Candona</i> sp. nr. <i>Staagnalis</i>	Cave X
<i>Caecidotea reddelli</i>	Buda Boulder Cave, Cave X, Jack's Joint
<i>Trichoniscinae</i> N.S.	Bandit Cave
<i>Miktoniscus</i> N.S.	Cave X
<i>Cicurina wartoni</i>	Pickle Pit
<i>C. ellioti</i>	Cotterell Cave, Fossil Garden Cave, Gallifer Cave, No Rent Cave, Weldon Cave
<i>C. bandida</i>	Bandit Cave, Ireland's Cave
<i>C. reddelli</i>	Cotterell Cave
<i>C. reyesi</i>	Airman's Cave
<i>C. cueva</i>	Cave X, Flint Ridge Cave

<i>C. travisae</i>	Amber Cave, Broken Arrow Cave, Kretschmarr Cave, McDonald Cave, Root Cave, Spider Cave, Stovepipe Cave, Tooth Cave
<i>Neoleptoneta cocinna</i>	Lost Gold & Stark's North Cave
<i>N. devia</i>	McDonald Cave
<i>Eidmannella reclusa</i>	Tooth Cave, Gallifer Cave, Kretschmarr Cave, Stovepipe Cave
<i>Aphrastochthonius</i> N.S.	Stovepipe Cave
<i>Tartarocreaqris reddelli</i>	McDonald Cave
<i>T. intermedia</i>	Airman's Cave
<i>T. N.S.3</i>	BCNWR
<i>Texella spinoperca</i>	Airman's Cave
<i>T. Comanche</i>	New Comanche Trail Cave
<i>Speodesmus</i> N.S.	Bandit Cave, Cave X, Get Down Cave, Goat Cave, Pennie Cave, Pipeline Cave, Slaughter Creek Cave, Whirlpool Cave
<i>Rhadine s. subterranean</i>	Cotterell, Fossil, Fossil Garden, No Rent, McNeil Bat, Weldon Cave
<i>R. s. mitchelli</i>	Amber, Kretschmarr, Tooth Cave
<i>R. austinica</i>	Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

U. CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

V. TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

***** END OF PERMIT # TE 788841 – 2 *****



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1181) Located at - 19110 State Hwy 71, Spicewood, TX 78669 for Elementary School #8

RECOMMENDED ACTION

Approve Balcones Canyonlands Conservation Plan (BCCP) Contract #1181 and any amendments necessary to complete mitigation requirements as described in the contract.

RATIONALE

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Participation Contract-Balcones Canyonlands Conservation Plan (BCCP - 1181)

MEETING DATE

February 15, 2023

PARTICIPATION CONTRACT
BALCONES CANYONLANDS CONSERVATION PLAN

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the “Act”). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP) - Shared Vision, Travis County and the City of Austin applied for a regional permit under section 10(a)1(b) of the Act. The United States Fish and Wildlife Service (“USFWS”) issued the regional permit, permit number TE-788841-2 (the “Permit”), to the Permit Holders on May 2, 1996.

In exchange for committing to the completion of a 30,428 acre preserve system that satisfies the requirements of the Permit, the Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as “Participation Rights”) to individual landowners or developers (“Participants”) for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP-Shared Vision, Participants can mitigate for direct and indirect “take” of the species covered in the Permit, in accordance with the special terms and conditions of the Permit.

AGREEMENT

This agreement is entered into this ___ day of _____, 2023, by and between Lake Travis Independent School District (BCCP # **1181**), hereinafter referred to as “Participant” or “Assignee”, and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the Balcones Canyonlands Conservation Plan - Shared Vision, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as “Permit Holders” or “Assignor”.

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the Permit to be furnished or rendered by the Permit Holders to the Participant and the payment for this assignment by the Participant to the Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 88.98 acres situated in Travis County, Texas, and more fully described in Exhibit “A” attached hereto (“Property”).

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the Permit for the Balcones Canyonlands Conservation Plan (“BCCP-Shared Vision”) pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“ESA”). The term “Participation Rights” shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP-Shared Vision Permit relating to the incidental “take”, existence, dedication, conservation, maintenance or preservation of the following endangered species: black-capped vireo (*Vireo atricapillus*), golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagris texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelli*), and the Species of Concern described in the Permit, Exhibit “B” attached hereto.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the BCCP-Shared Vision as provided by the Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III.
COMPENSATION

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision (BCCP Habitat Conservation Plan, Appendix A) “the construction of public primary and secondary schools or community colleges are exempt from Participation Fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).” The proposed use for the subject property is for Lake Travis Independent School District educational facilities therefore, Lake Travis Independent School District is exempt from BCCP mitigation payment. This fee exemption is valid only so long as the subject property is used as a public education facility. Any changes in use would be subject to BCCP mitigation fees.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of “no effect”, that it has not previously delivered to the Permit Holders.

ARTICLE V.
BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT’S SOLE RECOURSE

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant’s Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force of effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. **No official, representative, employee, or agent of the City of Austin, Travis County, or the Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.**

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738

PERMIT HOLDERS:

Honorable Steve Adler (or his successor)
City of Austin Mayor
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1181

with a copy to:

Kimberlee Harvey (or her successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1181

and with additional copies to:

Honorable Jose´ Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File # 1181

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the Permit, or on May 2, 2026, whichever is later.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

PARTICIPANT:

By: _____
Melinda Mallia
Travis County Natural Resources
Program Manager
Balcones Canyonlands Conservation Plan

By: _____
John Aouelle
President, LTISD Board of Trustees

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aouella, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in the office of said school district.

Notary Public in and for the State of Texas

PERMIT HOLDERS:

This instrument was acknowledged before me by **Melinda Mallia** on this the ____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT "A"

Description of Land to be Benefited by Participation Rights

88.98 acres

Known as: ABS 184 SUR 601 COMPTON A G ACR 88.9800

Located at: 19110 State Hwy 71, Spicewood, TX 78669

Tax parcel ID #: 123359/0126960201

EXHIBIT "B"

Additional Requirements of Participant

 <p>DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE</p> <p>FEDERAL FISH AND WILDLIFE PERMIT</p> <p>BALCONES CANYONLANDS CONSERVATION PLAN</p> <p>1. PERMITTEES</p> <p>City of Austin P.O. Box 1088 Austin, Texas 78767</p> <p>Travis County P.O. Box 1748 Austin, Texas 78767</p>	3-201 (1/97)	
	<p>2. AUTHORITY-STATUTES 16 USC 1539(a)(1)(B) REGULATIONS (Attached) 50 CFR §§ 13 & 17</p>	
	<p>3. NUMBER TE 788841-2</p>	
	<p>4. RENEWABLE [x] YES [] NO</p>	<p>5. MAY COPY [x] YES [] NO</p>
<p>6. EFFECTIVE 8/5/2013</p>	<p>7. EXPIRES 5/2/2026</p>	
<p>8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business) William A. Conrad, BCCP Secretary for the City of Austin and Travis County.</p>		
<p>9. TYPE OF PERMIT Endangered Species – Incidental Take</p>		
<p>10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED Travis County, Texas, outside of preserve areas identified in the HCP and final EIS dated March 1996.</p>		
<p>11. CONDITIONS AND AUTHORIZATIONS:</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>I. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.</p> <p>II. VALID FOR USE BY PERMITTEES NAMED ABOVE.</p> <p>III. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).</p>		
<p>12. REPORTING REQUIREMENTS: Annual report is due on June 1, beginning in 1997 and continuing until permit expiration.</p>		
<p>ISSUED BY: <i>Joy E. Nicholopoulos</i></p>	<p>TITLE Deputy Regional Director</p>	<p>DATE 8/7/13</p>

TERMS AND CONDITIONS SPECIFIC TO BALCONES CANYONLANDS

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the Permittees must reinstate consultation with the Service to avoid violation of section 9 of the Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the Permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement and Habitat Conservation Plan, Biological Opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, Permittees are required to contact the Service’s Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The Permittees are authorized to “take” (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

Vireo atricapillus
Dendroica chrysoparia
Tartarocreagris texana
Neoleptoneta myopica
Texella reddelli
Texella reyesi
Rhadine persephone
Texamaurops reddelli

COMMON NAME

Black-capped vireo
 Golden-cheeked warbler
 Tooth Cave pseudoscorpion
 Tooth Cave spider
 Bee Creek Cave harvestman
 Bone Cave harvestman
 Tooth Cave ground beetle
 Kretschmarr Cave mold beetle

Additionally, the Permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohri</i>	Flatworm
<i>Candona</i> sp. nr. <i>Stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae</i> N.S.	Isopod
<i>Miktoniscus</i> N.S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neol eptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella la reclusa</i>	Spider
<i>Aphrastochthonius</i> N.S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N.S.3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranean</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

- G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:
1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
 2. a list of all tracts for which Participation Certificates were purchased,
 3. amount of funds collected for land acquisition,
 4. amount of funds expended for land acquisition,
 5. amount of funds expended for operations and maintenance.

6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

9. a general map of each tract location and
 10. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial, and multi-family developments completed construction is when buildings are suitable for occupancy.
- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the Permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and

3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.

AMENDMENT TO CONDITION M

This amendment shall authorize the Lower Colorado River Authority to increase their corridor expansion from the original 100-foot (30.5 meters) right-of-way to 170 feet (51.8 meters). The corridor expansion shall be an aerial expansion only (above treetop level) and will not extend to ground level. No additional habitat will be affected and no additional take of golden-cheeked warblers will occur.

- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.
- O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP- dated March 1996 or any modifications/amendments to that boundary.
- P. The Service's "No Surprises" policy provides that additional mitigation, lands or financial compensation shall not be required of the Permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition F above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

SPECIES SPECIFIC TERMS AND CONDITIONS

Q. GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

R. BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.

- 4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

S. LISTED KARST INVERTEBRATES

- 1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

Amber Cave	Kretschmarr Double Pit
Bandit Cave	Kretschmarr Cave
Beard Ranch Cave	Lam Cave
Bee Creek Cave	Little Bee Creek Cave
Broken Arrow Cave	M.W.A. Cave
Cave Y	McDonald Cave
Cold Cave	McNeil Bat Cave
Cotterell Cave	New Comanche Trail Cave
Disbelievers Cave	No Rent Cave
Eluvial Cave	North Root Cave
Fossil Cave	Rolling Rock Cave
Fossil Garden Cave	Root Cave
Gallifer Cave	Spider Cave
Hole-In-The-Road	Stovepipe Cave
Japygid Cave	Tardus Hole
Jest John Cave	Tooth Cave
Jester Estates Cave	Weldon Cave
Jollyville Plateau Cave	

- 2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
- 3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.

4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

T. KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species that support the karst species of concern:

Adobe Springs Cave	Moss Pit
Airman's Cave	Pennie Cave
Armadillo Ranch Sink	Pickle Pit
Arrow Cave	Pipeline Cave
Blowing Sink	Flint Ridge Cave
Buda Boulder Spring	Slaughter Creek Cave
Cave X	Get Down Cave
Ceiling Slot Cave	Spanish Wells Cave
District Park Cave	Goat Cave
Jack's Joint	Stark's North Mine
Lost Oasis Cave	Ireland's Cave
Lost Gold Cave	Talus Spring
Maple Run Cave	Whirlpool Cave
Midnight Cave	

The caves in which the karst species of concern occur are listed below. To receive the "No Surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES	CAVE
<i>Sphalloplana mohri</i>	Spanish Wells Cave
<i>Candona</i> sp. nr. <i>Staagnalis</i>	Cave X
<i>Caecidotea reddelli</i>	Buda Boulder Cave, Cave X, Jack's Joint
<i>Trichoniscinae</i> N.S.	Bandit Cave
<i>Miktoniscus</i> N.S.	Cave X
<i>Cicurina wartoni</i>	Pickle Pit
<i>C. ellioti</i>	Cotterell Cave, Fossil Garden Cave, Gallifer Cave, No Rent Cave, Weldon Cave
<i>C. bandida</i>	Bandit Cave, Ireland's Cave
<i>C. reddelli</i>	Cotterell Cave
<i>C. reyesi</i>	Airman's Cave
<i>C. cueva</i>	Cave X, Flint Ridge Cave

<i>C. travisae</i>	Amber Cave, Broken Arrow Cave, Kretschmarr Cave, McDonald Cave, Root Cave, Spider Cave, Stovepipe Cave, Tooth Cave
<i>Neoleptoneta cocinna</i>	Lost Gold & Stark's North Cave
<i>N. devia</i>	McDonald Cave
<i>Eidmannella reclusa</i>	Tooth Cave, Gallifer Cave, Kretschmarr Cave, Stovepipe Cave
<i>Aphrastochthonius</i> N.S.	Stovepipe Cave
<i>Tartarocreaqris reddelli</i>	McDonald Cave
<i>T. intermedia</i>	Airman's Cave
<i>T. N.S.3</i>	BCNWR
<i>Texella spinoperca</i>	Airman's Cave
<i>T. Comanche</i>	New Comanche Trail Cave
<i>Speodesmus</i> N.S.	Bandit Cave, Cave X, Get Down Cave, Goat Cave, Pennie Cave, Pipeline Cave, Slaughter Creek Cave, Whirlpool Cave
<i>Rhadine s. subterranean</i>	Cotterell, Fossil, Fossil Garden, No Rent, McNeil Bat, Weldon Cave
<i>R. s. mitchelli</i>	Amber, Kretschmarr, Tooth Cave
<i>R. austinica</i>	Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

U. CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

V. TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

***** END OF PERMIT # TE 788841 – 2 *****



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Superintendent's Employment Contract

RECOMMENDED ACTION

Approval of the revisions to the Superintendent's Employment Contract as discussed at the January 25, 2023 board meeting.

RATIONALE

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

John Aouelle – President, LTISD Board of Trustees

Paul Norton – Superintendent of Schools

ATTACHMENTS

Superintendent's Employment Contract

MEETING DATE

February 15, 2023

AGREEMENT
CITY OF LAKEWAY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
REGARDING THE DEVELOPMENT AND CONSTRUCTION OF ELEMENTARY
SCHOOL #8

This Agreement Regarding the Development and Construction of Elementary School #8 (“**Agreement**”) is made by the City of Lakeway (“**City**”), a Texas home rule city, and the Lake Travis Independent School District (“**LTISD**”), an independent school district created under the laws of the State of Texas. LTISD and the City may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City and LTISD are co-equal political subdivisions of Texas, created, organized, and operating according to the Constitution and laws of the State of Texas; and

WHEREAS, the City is authorized under Texas law to regulate development and construction within its City limits; and

WHEREAS, LTISD is statutorily obligated to construct and operate education facilities and schools for the education of school age children living within the geographical boundaries of LTISD (“**District Boundaries**”); and

WHEREAS, during the last ten (10) years LTISD has experienced significant increases in the population of school age children; and

WHEREAS, demographers have advised LTISD that the population of school age children will continue to increase into the foreseeable future; and

WHEREAS, based on enrollment data and recommendations from demographers, the School Board of LTISD has determined that a public necessity exists to open an eighth elementary school for the 2024-2025 school year (“**School Opening Deadline**”); and

WHEREAS, in August 2022, LTISD purchased approximately 25 acres of land on Bee Creek Road, described in the attached **Exhibit “A”**, for the construction of Elementary School #8, (“**School Site**”); and

WHEREAS, in November 2022, voters within the District Boundaries approved the construction of an eighth elementary school by authorizing the sale of approximately \$548 million in school bonds to fund, in part, the construction of Elementary #8 on the School Site (“**School Project**”); and

WHEREAS, based on the typical time required to construct an elementary school (eighteen (18) months), construction of Elementary 8 must begin by February 2023 to meet the School Opening Deadline; and

WHEREAS, the School Site is located within the corporate limits of the City; and

WHEREAS, the School Site is located adjacent to a 60-acre tract of land owned by the City, as further described in the Private Road Easement and Maintenance Agreement (South Access) recorded in Document No. 2015022683, Official Public Records of Travis County Texas (“**Emergency Access Easement**”), and

WHEREAS, the City has leased the 60-acre tract to Travis County for development and operation of the Bee Creek Sports Complex (“**Sportsplex Site**”); and

WHEREAS, the School Site is subject to the Emergency Access Easement; however, the easement description in the Emergency Access Easement does not align with any of the driving lanes approved or constructed within the Sportsplex Site; and

WHEREAS, the easement description in the Emergency Access Easement does not align with any of the driving lanes proposed to be constructed on the School Site; and

WHEREAS, the City and LTISD desire to revise the route and description of the Emergency Access Easement to allow the construction of a functional emergency access route connecting the School Site and the Sportsplex Site (“**Revised Emergency Access Easement**”); and

WHEREAS, the City and LTISD further desire to amend the Emergency Access Easement to address traffic and parking issues relating to the operation of the Bee Creek Sports Complex and the School Project (“**Amended Emergency Access Easement**”); and

WHEREAS, the City and LTISD desire to establish cross access and cross parking agreement(s) regarding the School Site and the Bee Creek Sports Complex among the City, LTISD and the tenants and operators of the Bee Creek Sports Complex (“**Proposed Access and Parking Agreement**”); and

WHEREAS, the City and LTISD acknowledge and agree that neither the Revised Emergency Access Easement nor the Amended Emergency Access Easement can be negotiated and executed prior to the date that LTISD must begin construction to meet the School Opening Deadline; and

WHEREAS, during 2022 LTISD personnel and LTISD’s engineers met with City staff regarding the proposed construction of Elementary #8 on the School Site, plus offsite development, and improvements necessary to construct and operate the School Project; and

WHEREAS, in response to comments from City staff, LTISD had a draft Traffic Impact Analysis for the School Project (“**TIA**”) prepared and submitted to City staff and TxDOT during the fourth quarter of 2022 and submitted updated the TIA to the City in January 2023;

WHEREAS, by email communication TxDOT notified LTISD’s engineers and City staff that TxDOT had decided to not review the TIA due to the limited impact the School Project will have on state-maintained roads; and

WHEREAS, the land within the School Project Site has approximately 95 feet of elevation change, and the design of the Campus must comply with required allowable slopes and internal grade breaks required by federal and state accessibility standards; and

WHEREAS, LTISD seeks to construct additional drive aisles throughout the School Site to increase queuing capacity on-site to lessen traffic impacts on Bee Creek Road; and

WHEREAS, due to the steep slopes on the School Site, a significant amount of cutting, filling, and grading is necessary to construct a relatively level campus that meets LTISD safety and accessibility standards and LTISD’s goal of maximizing the amount on on-site cueing of vehicles; and

WHEREAS, during 2022, Malone Wheeler, LTISD’s civil engineering firm for the School Project, met with City staff and LCRA staff regarding an underground extended detention pond (“**Underground Pond**”) being an allowed best management practice under the LCRA’s Highland Lakes Ordinance and the Highland Lakes Ordinance Technical Manual (together, “**Water Quality Regulations**”); and

WHEREAS, LCRA staff and City staff concurred that an Underground Pond is an allowed best management practice under the Water Quality Regulations so long as a second water quality facility is constructed downstream; and

WHEREAS, LTISD owns an approximately 89-acre parcel of land located near the School Site, as described in the attached **Exhibit “B” (“89-Acre Parcel”)**; and

WHEREAS, on December 16, 2022, LTISD submitted to the City an application for a grading permit for an approximately 18-acre portion of the School Project, as shown in the attached **Exhibit “C” (“School Grading Permit Application”)**; and

WHEREAS, on December 16, 2022, LTISD submitted to the City an application for a grading permit for an approximately 11-acre portion of the 89-Acre Parcel, as shown on the attached **Exhibit “D” (“11-Acre Grading Permit Application”)**; and

WHEREAS, given the significant amount of fill to be placed on the School Project Site, LTISD seeks approval to install certain water, wastewater, and other internal utility lines within the School Site pursuant to the School Grading Permit; and

WHEREAS, LTISD intends to remove limestone materials from the approximately 11-acre portion of the 89-Acre Parcel to use as fill for the construction of the School Project; and

WHEREAS, the City, LTISD, and LCRA are negotiating the terms and conditions of Waterway Buffer Easements and CEF Buffer Easements to be executed and recorded by LTISD;

WHEREAS, LTISD seeks approval of the School Grading Permit Application and the 11-Acre Grading Permit so that construction of the School Project can begin by February 16, 2023; and

WHEREAS, LTISD submitted to the City a complete site development permit application for the School Project on December 27, 2022 (“**Site Plan Application**”); and

WHEREAS, the Site Plan Application included a tree survey of the School Site (“Tree Survey”); and

WHEREAS, LTISD seeks incorporation of the approved School Site Grading Permit into the approved Site Plan for the School Project so that ultimately there will be a single site development permit for the School Project; and

WHEREAS, due to the 95-foot elevation change across the land included in the Site Plan Application, and the time available to meet the School Opening Deadline, LTISD has requested the City to modify certain City Code requirements for the School Project; and

WHEREAS, LTISD has a fiber optic cable north of the School Site in unused Bee Creek Road right of way that is not included in the City’s pending annexation of Bee Creek Road; and

WHEREAS, the depth of the fill to be placed on the School Site requires the depth of the existing LTISD fiber optic cable to be lowered in the unused Bee Creek Road right of way; and

WHEREAS, LTISD proposes to construct a driveway apron across the unused Bee Creek Road right of way (“**Northern Driveway**”); and

WHEREAS, City staff and LTISD have agreed to defer the permitting for the Northern Driveway and lowering the fiber optic cable until after the approval of the Site Plan through City approval of a second phase of the Site Plan; and

WHEREAS, in May 2022, the City and LTISD entered into a Memorandum of Understanding regarding City development regulations applicable to the Lake Travis High School campus (“**2022 MOU**”); and

WHEREAS, Article III of the 2022 MOU directs the respective staffs of the City and LTISD to work together to develop a comprehensive development agreement between the two political subdivisions, setting forth an agreed set of development regulations that will control development of LTISD property located in the city limits and ETJ of the City; and

NOW THEREFORE, in consideration of the above stated Recitals, the receipt and sufficiency of which are hereby acknowledged by the Parties, the City and LTISD hereby memorialize their mutual agreement on the terms and conditions set forth below, the Parties agree as follows:

**ARTICLE 1
AUTHORITY, RECITALS, INTENT**

1.1 **Authority.** This Agreement is entered into and authorized by the City Charter of the City, the City Code, and the general laws of the State of Texas. This Agreement is made, in part, under the authority conferred by the Interlocal Cooperation Act, Texas Government Code Chapter 791, (the “**Act**”) which authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act. The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.

1.2 **Recitals.** The Parties acknowledge and agree the above stated Recitals are true and correct.

1.3 **Intent.** The Parties intend that this Agreement provide for the timely review and approval of City issued development permits for the School Project and provide alternative standards under certain provisions of the City Code for the benefit of the School Project,

1.4 **Texas Education Code.** To the extent the Texas Education Agency or any other regulatory body with authority over an independent school district in the State of Texas imposes development standards on LTISD, nothing herein is intended to excuse LTISD compliance with those standards.

ARTICLE 2

CITY APPROVALS AND AUTHORIZATIONS; LTISD OBLIGATIONS

- 2.1 **City Approvals and Authorizations.** To implement the timely approval of development permits required to construct the School Project, the City hereby:
- a. Authorizes the inclusion and approval of the construction of private utility lines in the approved School Grading Permit;
 - b. Authorizes deferring the requirement of an approved tree removal permit to the review and approval of the Site Plan for the School Project so that the City may issue the School Grading Permit without an approved tree removal permit. The tree mitigation plan for the School Project and the tree removal permit will be based on the Tree Survey submitted with the Site Plan Application;

- c. Agrees to use its best efforts to (1) timely review and issue review comments to the School Grading Permit Application and each LTISD response to City comments to the School Grading Permit Application;
- d. Accepts and approves the Traffic Impact Analysis prepared by Alliance Transportation Group dated December 30, 2022, and agrees LTISD shall not be required to submit any further Traffic Impact Analyses in order to obtain any permit to construct the School Project or any other improvement authorized by this Agreement unless LTISD makes or requests other changes in the School Project that increases projected peak hour or daily traffic projections by more than ten percent (10%);
- e. Agrees LTISD's construction and installation of the traffic improvements described in the attached **Exhibit "E"** shall satisfy all off-site traffic improvements to be constructed for the School Project;
- f. Authorizes City Staff to work cooperatively with LTISD in monitoring the effectiveness of the traffic mitigation measures and to consult with LTISD regarding possible operational adjustments to traffic control measures, as further described in Section 2.6;
- g. Approves the description and location of waterway and CEF buffers shown on the attached **Exhibit "F"** for the School Project upon confirmation from LCRA that the design of the buffers conform to its standards;
- h. The two proposed storm drainage outfalls in the Waterway Buffer, as shown on the attached **Exhibit "F,"** shall be approved upon confirmation from LCRA that their design conforms to its standards.
- i. Temporary construction activities in the Waterway Buffer, as shown on the attached **Exhibit "F,"** shall be approved upon confirmation from LCRA that the construction activities as submitted do not violate its standards.
- j. Authorizes City Staff to require the recordation of Waterway Buffer Easements and CEF Buffer Easements on the School Site to be a condition for the issuance of final Certificate of Occupancy for the School Project;
- k. Authorizes City Staff to require the recordation of the Revised Emergency Access Easement to be a condition for the issuance of final Certificate of Occupancy for the School Project;
- l. Authorizes City staff to incorporate the School Grading Permit for the School Site into the approved Site Plan for the School Project and to review and approve the phasing of the approved Site Plan to address the fiber optic and North Driveway issues described in the Recitals;

- m. Authorizes the installation of artificial turf on the School Site at the locations shown in the attached **Exhibit “K;”**
- n. Authorizes City staff to review and approve the water quality and detention facilities based on the City of Lakeway Code of Ordinances; and
- o. Approves and adopts the Alternative Development Standards for the School Project listed in the attached **Exhibit “G.”**
- 2.2 **Timely Action by City.** To facilitate the timely approval of development permits for the School Project, the City will:
 - a. Provide a timely review and comments to the Site Plan Application;
 - b. Provide timely inspections of the work and construction of the School Project; and
 - c. After completion and final approval of construction and installation of the water and wastewater lines, drainage facilities and public streets in accordance with the approved Site Plan, finally accept the street and drainage infrastructure that is required to be dedicated to the City for ownership, operation, and maintenance.
- 2.3 **LTISD Obligations.** To assist the City with the timely review and approval of development permits, LTISD agrees:
 - a. To direct its engineers and consultants to timely respond to City review comments regarding LTISD development permit applications;
 - b. To negotiate in good faith with the City, Travis County and other parties to achieve and execute a mutually acceptable Proposed Access and Parking Agreement that provides additional traffic and parking mitigation and terminates and replaces the Emergency Access Easement;
 - c. Prior to the recordation of a CEF Buffer easement on the School Site, to limit development activities within the CEF Buffer described in the attached **Exhibit “L”** in accordance with the City Code, except as authorized by this Agreement;
 - d. Prior to the recordation of a Waterway Buffer easement on the School Site, to limit development activities within the Waterway Buffer described in the attached **Exhibit “M”** in accordance with the City Code except as authorized by this Agreement;
 - e. Prior to the recordation of a CEF Buffer easement on the 89-Acre Parcel, to limit development activities within the CEF Buffer described in the attached **Exhibit “N”** in accordance with the City Code, except as authorized by this Agreement;
 - f. Prior to the recordation of a Waterway Buffer easement on the 89-Acre Parcel, to limit development activities within the Waterway Buffer described in the attached

Exhibit “O” in accordance with the City Code except as authorized by this Agreement;

- g. To grant to the City a CEF Buffer Easement, in a form mutually acceptable to the City and LTISD, applicable to the portion of the School Site described in the attached **Exhibit “L”**;
- h. To grant to the LCRA a Waterway Buffer Easement, in a form mutually acceptable to the LCRA and LTISD, applicable to the portion of the School Site described in the attached **Exhibit “M”**;
- i. To grant to the City a CEF Buffer Easement, in a form mutually acceptable to the City and LTISD, applicable to the portion of the 89-Acre Parcel described in the attached **Exhibit “N”**; and
- j. To grant to the LCRA a Waterway Buffer Easement, in a form mutually acceptable to the LCRA and LTISD, applicable to the portion of the 89-Acre Parcel described in the attached **Exhibit “O.”**

2.4 **Revised Emergency Access Easement.** LTISD and the City, as the respective owners of the School Site and the Sportsplex Site, agree to cooperate an effort to negotiate with Travis County to revise the location, route, and description of the Emergency Access Easement to allow the construction of a functional emergency access route connecting the School Site and the Sportsplex Site (“**Revised Emergency Access Easement**”). The Parties agree to use their best efforts to negotiate with Travis County and enter into and record a Revised Emergency Access Easement with Travis County by June 1, 2023.

2.5 **Amended Emergency Access Easement.** LTISD and the City, as the respective owners of the School Site and the Sportsplex Site, agree to cooperate an effort to negotiate with Travis County to amend the Emergency Access Easement or the Revised Emergency Access Easement to address traffic and parking issues relating to the operation of the Bee Creek Sports Complex and the School Project, including, entering into cross access and cross parking agreement(s) regarding the School Site and the Bee Creek Sports Complex. The Parties agree to use their best efforts to negotiate with Travis County and enter into and record an Amended Emergency Access Easement with Travis County by November 1, 2023.

2.6 **Additional Traffic Mitigation.** During the first school year the Parties will cooperatively monitor the effectiveness of the traffic mitigation measures recommended by the TIA and implemented through the construction of the School Project. If traffic generated by the School Project poses a public safety risk on Bee Creek Road, then LTISD will consult with City regarding possible operational adjustments that could be taken during peak traffic hours, including, LTISD police officers directing traffic and LTISD seeking an Interlocal Agreement with the City

relating to the Lakeway Police Department assisting with directing traffic during peak traffic hours.

2.7 **Park and Ride Facility.** LTISD will investigate the opportunity of constructing on the 89-Acre Parcel a Park and Ride Facility for LTISD parents and students and implement such a facility if and when feasible, as determined by LTISD.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 **LTISD Representations and Warranties.** LTISD represents and warrants:

- a. LTISD is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;
- b. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of LTISD and the person executing this Agreement on behalf of LTISD has been fully authorized and empowered to bind LTISD to the terms and provisions of this Agreement;
- c. This Agreement does not contravene any law or any governmental rule, regulation, or order applicable to the LTISD; and
- d. The execution and delivery of this Agreement and the performance by LTISD of its obligations hereunder do not contravene the provisions of, or constitute a default under, the terms of any indenture, contract, resolution, or other instrument to which LTISD is a party or by which LTISD is bound.

3.2 **City Representations and Warranties.** The City represents and warrants:

- a. The City has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;
- b. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement; and
- c. This Agreement does not contravene any law or any governmental rule, regulation, or order applicable to the City.

3.3 **Reliance on Representation and Warranties.** Each Party is executing this Agreement in reliance on each of the warranties and representations of the other Parties set forth above and each such representation and warranty will survive the execution and delivery of this Agreement and the completion of the Project.

ARTICLE 4
MISCELLANEOUS

4.1 **Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.2 **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

4.3 **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

4.4 **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitute the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

4.5 **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

[Execution Page is the next page]

Executed to be effective this 15th day of February 2023.

CITY OF LAKEWAY, TEXAS

By: _____
Joseph Molis, City Manager

LAKE TRAVIS ISD

By: _____
Paul Norton, Superintendent

EXHIBIT “A”

DESCRIPTION OF SCHOOL SITE

[Field notes and survey to be attached.]

EXHIBIT “B”

DESCRIPTION OF 89-ACRE PARCEL

[Field notes and survey to be attached.]

EXHIBIT “C”

**DEPICTION OF CUT AND FULL AREA
FOR THE SCHOOL PROJECT**

[to be attached]

EXHIBIT “D”
DEPICTION OF CUT AND FULL AREA
FOR 11-ACRES

EXHIBIT “E”

TRAFFIC IMPROVEMENTS IDENTIFIED IN THE TIA

EXHIBIT “F”

**DESCRIPTION AND LOCATION OF ENVIRONMENTAL
BUFFERS APPLICABLE TO THE SCHOOL PROJECT**

EXHIBIT G

Alternative Development Standards for the School Project

The City hereby approves the following alternative development standards for the School Project, and LTISD agrees to comply with the following approvals and exceptions for purposes of the School Project only:

1. **School Site Cut and Fill**. The requirements of Section 28.09.013 are amended as follows:
 - a. Cut on the School Project Site shall not exceed thirty-six (36) feet; and
 - b. Fill shall not exceed forty (40) feet.
2. **Net Site Area Impervious Cover**. The requirement of Section. 28.10.007 is amended to allow impervious cover equal to 70% of the net site area of the School Site.
3. **Building Height**. Building height may not exceed 42-feet above the finished elevation of the School Site.
4. **Fence material**. The requirements of Section 24.02.442 and Section 28.09.015 regarding fencing materials is amended as follows:
 - a. Black vinyl coated chain link fences up to 8-ft in height may be installed at the approximate locations shown on the attached **Exhibit “H”**. All other fences installed on the School Site shall meet City Code requirements.
5. **Pond Landscape Screening**. The requirements of Section 28.09.017 regarding the screening of water quality and detention ponds from adjacent properties and roadways by vegetation is amended as follows:
 - a. Rock faced or rock veneered wall may be installed in lieu of additional landscaping along the walls of the water quality and detention ponds at the approximate locations shown on the attached **Exhibit “I;”** and
 - b. The stone coloring will be natural in accordance with the City’s general requirements for walls.
6. **Overhead Electric Lines**. The requirements of Section 28.09.10 prohibiting the installation of additional power poles and overhead power lines are amended as follows:
 - a. To comply with PEC requirements, new overhead power poles may be installed near or along the portion of existing overhead electric line alignment, substantially as shown on the attached **Exhibit “J”**, to replace the existing power line with three-phase electric service to the School Site;

- b. As of the effective date of this Agreement, PEC is still designing the extension of three-phase electric service to the School Site. The depiction of new overhead power lines in the attached **Exhibit “J”** shall not limit PEC’s design of how the three-phase electric service will be extended to the School Site in order to comply with PEC final design;
 - c. As shown on the attached **Exhibit “J,”** the remainder of the existing overhead power line will be removed. The removal of the existing overhead power line shown on the attached **Exhibit “J”** shall occur as soon as practicable once the three-phase service as designed by PEC is completed; and
 - d. All other electric lines to and through the School Site will be located underground.
7. **11-Acre Grading Permit Application.** With respect to the 11-Acre Grading Permit Application, the requirements of Section 28.09.013(a) are amended as follows:
- a. Within the approximately 11-acre area shown on the attached **Exhibit “D”**, cuts may not exceed twenty-five feet (25’); and
 - b. fill may not exceed ten (10) feet.
8. **Retaining Walls.** With respect to the School Project, the requirement of Section 28.09.014(f) is amended as follows: “Retaining walls shall not exceed two (2) feet above the material being retained.”
9. **Tree Mitigation.** Mitigation trees for the 11-acre shown on the attached Exhibit “D” may be planted on the 89-Acre Parcel or on the School Site.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

January 18, 2023 Board Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Administrative Assistant to the Superintendent of Schools

ATTACHMENTS

January 18, 2023 Board Meeting Minutes

MEETING DATE

February 15, 2023

Minutes of Board Meeting

The Board of Trustees

Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on January 18, 2023 beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:02 p.m.

Quorum Determination

Trustees in attendance were John Aouelle, Erin Archer, Lauren White, Kim Flasch, William Beard, and Bob Dorsett. Trustee Absent was Phillip Davis.

Pledge of Allegiance and Moment of Silence

Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Recognition of Lake Travis High School Parent Volunteers**

Marco Alvarado presented that the Lake Travis ISD is grateful to its many parent volunteers who contribute their time, talent, and treasure to support students and staff across the District. In particular, Lake Travis ISD recognizes the selfless and consistent efforts of four individuals who have established a culture unlike any other at Lake Travis High School

Shelley McCannon began volunteering with LTISD in 2001 at Lakeway Elementary School. Ms. McCannon then moved to Serene Hills Elementary School where she served as the founding PTO President. She later volunteered at Hudson Bend Middle School and has spent the past 12 years giving her time and sharing all of her fabulous cooking with the teachers and staff at Lake Travis High School. Although her three children are graduates of Lake Travis High School, Ms. McCannon is an active volunteer at the school.

Heather Swanson moved with her family to Lake Travis in 2016. Her three sons are graduates of Lake Travis High School. Ms. Swanson joined the staff appreciation group and never left. She enjoys serving alongside Ms. McCannon and leading the staff appreciation committee. Ms. Swanson looks forward to the cooking days but prefers serving the staff and catching up with the teachers who taught her boys.

Courtney Thomas began volunteering with LTISD in 2004. She has 2 children who are both LTHS graduates. Her son has been in the District's Extended Education program that LT offers to students with special needs, and he is finishing his final year in the program. Ms. Thomas cares for him full time when he's not at school, yet she still finds time to serve our staff month after month. She volunteers, decorates, makes gift baskets and decorations, and much more. Ms. Thomas' energy and love of serving is endless, and she makes a great team with Ms. McCannon and Ms. Swanson.

Susan Whitenack is another volunteer who helps month after month. She helps cook made-from-scratch meals and enjoys serving staff during appreciation events, assisting Ms. McCannon, Ms. Swanson, and Ms. Thomas at Lake Travis High School. Ms. Whitenack's children also graduated from Lake Travis High School in 2003 and 2005.

In 2010, Ms. McCannon, Ms. Thomas and their army of volunteers took on the hospitality side of the PTO staff appreciation. Ms. Swanson joined the effort in 2018. By the end of the 2023 school year, this amazing group of volunteers will have prepared meals, decorated for the event day, and served food at more than 108 events for the staff at Hudson Bend Middle School and Lake Travis High School combined, totaling more than 23,000 meals.

During COVID, these ladies cooked Christmas meals for the entire staff at both schools to grab and take home to their families; it was a total of 685 meals that were made. They continue to volunteer for the fellowship and the wonderful friendships they have made with their other volunteers as well as the staff at each of the schools their children have attended. These ladies are also grateful for the use of the kitchen at Lake Travis United Methodist Church where all the meals are prepped and prepared.

On behalf of the Lake Travis school board, Superintendent Paul Norton, and the entire LT family, we applaud and thank these outstanding volunteers for their remarkable efforts and long-standing dedication to our Lake Travis students, staff, parents, and community.

Special Recognition

- **Lake Travis High School Cavalette Madison Macliver – 2023 TDEA All-State Dance Team**
Marco presented that over the past 43 years, dance team directors have met annually at the Texas Dance Educators Association (TDEA) Convention to share, learn, and grow school dance programs across the state. This year, there were more than 950 directors and dance educators in attendance at the convention held January 10-13 in Houston. Each participating school had the opportunity to select one student to the 2023 TDEA All-State Dance Team. Madison Macliver, a senior and Captain of the Lake Travis Cavalettes, represented Lake Travis High School among a group of 280 dancers.

During the convention, members participate in master classes, discover different dance opportunities offered in college, and learn performance combinations from prestigious choreographers. This year's choreographer was Sarah Garcia, Dance Team Director at Sam Houston State University and four-time national champion coach. Madison performed her routine during the TDEA banquet. She plans to attend Texas A&M University this fall.

Special Recognition

- **School Board Recognition Month**
With the theme 'Forward Together,' the Lake Travis Independent School District joins the Texas Association of School Boards and other districts across the state to recognize and thank school trustees for their service throughout January 2023 as part of School Board Recognition Month.

"Our community benefits every day from the tireless work and countless hours contributed by the seven men and women who represent more than 11,400 students and their families," said Paul Norton, LTISD Superintendent of Schools. "These local volunteers are elected by their constituents and receive no compensation for their work as public servants. They develop policies and make tough decisions on complex educational and social issues that affect our community."

Serving on the LTISD school board are John Aouelle, President; Bob Dorsett, Jr., Vice President; Kim Flasch, Secretary; and trustees Erin Archer, William Beard, Phillip Davis, Ph.D., and Lauren White.

School administrators will celebrate trustees with campus activities throughout the month.

Special Recognition

Public Comments/Citizen Participation

1. Corina Semph - Books
2. Jennifer Fleck - Policy
3. David Markle – Policy
4. Chris Vilvan - Weakness
5. Annie Vilven – Books
6. Susan Harbin – Books and Performance
7. Frederic Dupuy – Consent Agenda

****Taken out of Order** School Board Recognition Month**

- Dana Rieder, LTHS PTO President read a letter to the Trustees thanking them for their dedication to the LTISD students and Staff.

John Aouelle called a Recess at 6:43 p.m. – Meeting reconvened at 6:56 p.m.

Public Hearing

2021 – 2022 Texas Academic Performance Report Public Hearing

Lake Travis ISD Director of Accountability and Achievement, Kathy Burbank presented the 2021-2022 Annual Performance Report (TAPR).

Presentation / Discussion Items

- **LTE Targeted Improvement Plan (TIP) – Cycle 1 Progress Updates**
Lyndsaе Benton, Executive Director of Curriculum and Instruction, and Lizeth Thompson, Principal, Lake Travis Elementary, presented a Board update following the Cycle 1 Progress Report submitted for the Lake Travis Elementary Targeted Improvement Plan (TIP). The Texas Education Agency approved the Cycle 1 Progress Report on January 10, 2023 with a rating of Proficient.

This item was for presentation/discussion only; no action was requested.

- **December 2022 Monthly Financial Reports – Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report**
Pam Sanchez, Assistant Superintendent of Business Services, provided a financial update to the Board and community regarding the financial position of the school district.

This item was for discussion only; no action was requested.

- **2023 - 2024 Preliminary Budget Overview**
Pam Sanchez, presented Section 44.002 through 44.006 of the Texas Education Code establishes the legal basis for the budget development in school districts. These codes require that the District prepare a budget by the date set by the State Board of Education, currently August 20th for districts with an August 31st fiscal year-end. The budget document and the Annual Financial and Compliance Report are the primary vehicles used to present the financial plan and the results of operations of the District. The primary purposes of this budget document is to provide timely and useful information concerning the past, current and projected financial status of the District, in

order to facilitate financial decisions that support the educational goals of the District. Its intention is to serve as a starting point for budget discussions rather than to serve as a final budget document.

This item was for discussion only; action will be requested at the August 16, 2023 board meeting.

- **Guaranteed Maximum Price (GMP) Phase 1 for CMR for Elementary School #8**
The Board was presented the estimated Guaranteed Maximum Price (GMP) for CMR-23-01, Elementary School #8, with pricing to be determined and authorize the Superintendent or his designee to negotiate and execute the GMP.

Bartlett Cocke General Contractors estimated Guaranteed Maximum Price (GMP) for CMR-23-01 is to be determined. This includes the following work items:

Elementary School #8:

- Civil site work
- Civil site utilities
- HVAC equipment
- Electrical switchgear
- Structural steel allowance
- Contingency allowance
- Geothermal

This item was for presentation/discussion only; action will be requested at the February 15, 2023 Board meeting.

- **2022 Bond Project Updates**
Paul Norton, Pam Sanchez and Robert Winovitch provided the Trustees with an update on the 2022 Bond Projects.

This item was for discussion only; no action was requested.

- **Board Notification Under Board Policy CH (LOCAL) – Lake Travis High School Administrative Offices Furniture Replacement**
Lake Travis ISD has the following budgeted purchase that requires Board notification:
 - Replacement of administrative offices furniture at Lake Travis High School - \$331,580

This item was for presentation/discussion only: no action was requested.

- **2023 – 2024 Off Campus Physical Education Providers**
Students may request a waiver to substitute physical education training from an outside provider for a LTISD physical education class provided the student meets the following criteria:
 1. The student will be participating in a program provided through an approved physical education provider.
 2. The student’s participation level meets the requirements of one of the following categories:

Category 1 = Student must be participating in a program for a minimum of 15 hours per week of highly intense, professionally supervised training that leads to an Olympic level of participation and/or competition. Student may be dismissed from school one period per day.
Category 2 = Students must be participating in a program that is of high quality, well supervised by appropriately trained instructors, and consisting of a minimum of 5 hours per school week. Student can receive a P.E. credit, but may not leave campus for any portion of the day.

Each year, the board is asked to approve the list of new off campus physical education providers. The list of new providers for the 2023-2024 academic year are:

- Austin Dance Conservatory
- CrossFit
- Kula Sports

This item was for presentation only; action will be requested at the February 15, 2023 Board meeting.

- **Locally Approved Courses for UIL No Pass/No Play Exemptions**

Carl McLendon, Director of Curriculum and Instruction, Secondary, presented that the following courses are identified as advanced and, as such, eligible for exemption as noted in section 33.081 of the Texas Education Code:

- Any College Board Advanced Placement (AP) Course or International Baccalaureate (IB) Course and;
- Honors and high school/college concurrent enrollment classes (that are included in Part One of the “Community College General Academic Course Guide Manual”) in the subject areas of English Language Arts, Mathematics, Science, Social Studies, Economics, or language other than English.

Local districts are permitted to establish other courses that are also exempt from UIL No-Pass/No-Play regulations. The locally-determined courses must be approved by the Board of Trustees. The attached list includes the courses that the administration recommends for UIL No-Pass/No-Play exempt status.

This item was for presentation only; action will be requested at the February 15, 2023 Board meeting.

- **2023 – 2024 Innovative Course Approval**

Carl McLendon, Director C&I – Secondary, presented that the Texas Administrative Code, Section 74.27, Innovative Courses and Programs, allows districts to offer state-approved 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, school districts may offer any state-approved innovative course for state elective credit. No application is required for a district or school to offer one of these courses. Currently, with the approval of the Board of Trustees, students enrolled in the courses listed below would earn state elective credit which would be applied toward these graduation requirements.

Course Name	PEIMS #	Course Name	PEIMS #
G/T Independent Study Mentorship I-III	N1290309 N1290313 N1290317	Forensic Psychology 215	N1303012

Multivariable Calculus	N1110018	Sports Medicine I-III	N1150040 N1150041 N1150044
Linear Algebra	N1110021	Strategic Learning for High School Math	N1110030
Music & Media Communications I-II	N1170160 N1170161	Student Leadership	N1290010
Path College Career I-IV	N1290051 N1290052 N1290053 N1290054	Theatre & Media Communications I-II	N1170170 N1170171
Peer Assistance & Leadership I-II	N1290005 N1290006	Introduction to Engineering Design	N1303742
Entrepreneurship II	N1303423	Civil Engineering & Architecture	N1303747
Science of Nursing	N1302120	Engineering Design and Dev	N1303749
AP Seminar AP Research	N1130026 N1100014	Gateway	N1303756 N1303757 N1303758 N1303759
Practicum in Entrepreneurship	N1303425	Geographic Information Systems	N1302805
Marketing	N1303424	Raster Based GIS	N1302806
Sports & Entertainment Marketing II	N1303422	Spatial Technology & Remote Sensing	N1302807
Retail Management	N1303420	IT Troubleshooting	N1302815
Introduction to Event & Meeting Planning	N1302269	Internetworking Technologies I	N1302803
Tourism Marketing Concepts & Applications	N1302270	Internetworking Technologies II	N1302804
Practicum in Event & Meeting Planning	N1302275	Advanced Cloud Computing	N1302813
Child Development Associate Foundations	N1300500	Programmable Logic Controller I	N1303689
Communication & Technology in Education	N1300510	Programmable Logic Controller II	N1303690
General Employability Skills	N1270153	Introduction to C# Programming Applications	N1302812
Principles of Exercise & Wellness	N1303107	Computer Integrated Manufacturing	N1303748
Kinesiology I	N1302104	Principles of Biomedical Science	N1302092
Kinesiology II	N1302124	Human Body Systems	N1302093
Medical Intervention & Evaluation	N1302125	Medical Interventions	N1302094
Introduction to Imaging Technology	N1302102	Biomedical Innovation	N1302095
Imaging & Technology I	N1302123	Introduction to Renewable Energy	N1120042
Imaging & Technology II	N1302131	Environmental Sustainability	N1303746

Legal Research & Writing	N1303014	Practicum in Energy	N1303910
Advanced Legal Skills & Professions	N1303016		

This item was for presentation only; action will be requested at the February 15, 2023 Board meeting.

- **Board Notification under Board Policy CH (LOCAL)-The University of Texas at Austin OnRamps**

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- Fall 2021 and Spring 2022 enrollment in The University of Texas at Austin OnRamps Course - \$152,812

This item was for presentation/discussion only: no action was requested.

- **Board Notification Under Board Policy CH (LOCAL) – Mowing Services/ABC Home and Commercial**

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- Mowing Services/ABC Home and Commercial Services \$29,040.00 Monthly - \$348,480.00 Yearly
 - 11 campuses – each campus cut twice a month March thru October, once a month November thru February (Basic mow, edge, weed eat and blow)

This item was for presentation/discussion only: no action was requested.

Consideration Items

- **Order Calling the May 6, 2023 Board of Trustees Election**

Under the Election Code, the election must be ordered annually by the Board of Trustees. This election is to fill positions designated on the school board as Places 6 and 7 for full, three-year terms.

A **MOTION** was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the Order Calling the May 6, 2023 Board of Trustees Election.

The motion passed by a vote of 6-0.

- **2023 – 2023 Instructional Calendar**

Kathy Burbank, Director of Accountability & Assessment, presented the proposed 2023 – 2024 calendar options were developed in coordination with the District’s Advisory Committee on Education (ACE), Executive Leadership Team (ELT) and campus staff input.

The first day of school with students is Wednesday, August 16, 2023 (DOI) and the last day of school with students is May 24, 2024 prior to Memorial Day.

Bad Weather Minutes have been “banked” in this proposed calendar.

The Texas Education Agency will be posting the application for the Staff Development Minutes Waiver in the Spring. The minutes requested are January 5, 2023; February 15th and 16th, 2024 and Early Release on September 27, 2023; November 8, 2023, February 28, 2024 and March 15, 2024.

A **MOTION** was made by Trustee Kim Flasch and seconded by Trustee Lauren White to approve the 2023-2024 Lake Travis ISD Instructional Calendar (Pending approval of Staff Development Minutes Waiver available in Spring 2023).

The motion passed by a vote of 6 - 0.

- **Resolution No. 011823-01 Authorizing the Sale of Land to the Texas Department of Transportation Located Along Hwy 620 at Aria/Cavalier Drive**

In November 2021, the District received a proposal from TxDot, pursuant to its power to exercise eminent domain, for the acquisition of approximately 0.6 acres of District property located along Hwy 620 at Aria/Cavalier Drive for purposes of TxDot's RM620 construction improvement project. The District disagreed with the offered value of the land, as it did not believe it represented fair market value, nor did it properly account for the cost of the repair and redesign to the remainder of the District's land that would be required after the acquisition by TxDot. The District sought its own appraisal of the property, which valued the land and repair/redesign at \$1,160,000. In November 2022, the Board authorized the Superintendent or designee with authority to negotiate with TxDot and make a counteroffer for sale. In December 2022, the District made a counteroffer of the total appraised value, which was accepted by TxDot. The administration now seeks approval by the Board for the sale of the property at the appraised value, less the value of improvements LTISD will retain, for a total purchase price of \$1,159,998. Section 272.001 of the Texas Local Government Code provides for the sale of property by the District, without the public notice and bidding requirements, when the sale of the property is to a governmental entity with the power of eminent domain. The administration recommends approval of the resolution.

A **MOTION** was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the Resolution No. 011823-01 ordering the sale of 0.5985 acres of land, located at 3328 Ranch Road 620 S., and authorizing the Superintendent or his designee to take all actions necessary or advisable to effectuate the conveyance of the Property to TxDot, including without limitation, finalizing negotiation of and executing a purchase contract and any other documents, instruments, or agreements involved or necessary for the closing of the transaction; and authorizing the President of the Board of Trustees to execute the deed conveying the Property.

The motion passed by a vote of 6 - 0.

- **Lake Travis Independent School District Legislative Priorities, 88th Legislative Regular Session**

The LTISD Administration Team presented the legislative priorities document for the 88th Regular Session of the Texas Legislature. This document is designed to be the basis for the District's legislative work during the legislative session that will begin January 10, 2023.

A **MOTION** was made by Trustee Lauren White and seconded by Trustee William Beard to approve the Lake Travis Independent School District Legislative Priorities for the 88th Legislative Regular Session.

The motion passed by a vote of 6 -0.

- **2022-2023 District and Campus Improvement Plan Goals and Performance Objectives**

Stefani Vickery, Assistant Superintendent of Curriculum and Instruction, presented that the School Board Policies BQ (LEGAL) and BQ (LOCAL) establish that the district will create a District

Improvement Plan with the district’s vision, mission, and goals to improve student performance. The board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the district-level committee.

Using the new strategic plan as a guide, district and campus leadership created priorities in the form of performance objectives for each of the goals created in the strategic plan. These goals and performance objectives are consistent in the district improvement plan and every campus improvement plan.

According to School Board Policy BQA (LOCAL), the district shall establish an Advisory Committee for Education (ACE) to review the District Improvement Plan (DOI). The ACE met and added suggestions and edits to the District Improvement Plan. Campus Advisory Teams (CAT) review Campus Improvement Plan.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Kim Flasch to approve the 2022-2023 District and Campus Improvement Plan Goals and Performance Objectives.

The motion passed by a vote of 6 - 0.

Consent Agenda

- **December 14, 2022 Board Meeting Minutes**
- **Policy Updates District of Innovation and TASB Policy Update Affecting the Following Policies:**
 - EB(LOCAL): SCHOOL YEAR**
 - EEB(LOCAL): INSTRUCTIONAL ARRANGEMENTS - CLASS SIZE**
 - DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS**
 - DK(LOCAL): ASSIGNMENT AND SCHEDULES**
 - DBA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS – CREDENTIALS AND RECORDS**
 - DCA (LOCAL): EMPLOYMENT PRACTICES – PROBATIONARY CONTRACTS**
 - EC (LOCAL): SCHOOL DAY**
 - DEAA (LOCAL): COMPENSATION PLAN – INCENTIVES AND STIPENDS**
 - FOB (LOCAL): STUDENT DISCIPLINE – OUT OF SCHOOL SUSPENSION**
 - FOCA (LOCAL): PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING – DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS**
 - GKA (LOCAL): COMMUNITY RELATIONS – CONDUCT ON SCHOOL PREMISES**
 - GF (LOCAL): PUBLIC COMPLAINTS**
 - FNG (LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

A MOTION was made by Trustee William Beard and seconded by Trustee Kim Flasch to approve the consent agenda items as presented.

The motion passed by a vote of 6 - 0.

Closed Session

Trustees adjourned into Closed Session at 8:38 p.m. on January 18, 2023, as permitted by Texas Government Code 551.001 et seq.

Section 551.071 - Consultation with Attorney

1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071.)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public-school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting.

This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- January 25, 2023 – 6:00 p.m. – Superintendent Summative Conference
- February 15, 2023 – 6:00 p.m. – Monthly Board Meeting, EDC
- March 22, 2023 – 6:00 p.m. – Monthly Board Meeting, EDC (4th Wednesday, due to Spring Break)

Open Session

Trustees returned from closed session at 10:23 p.m. There was no action after closed session.

Adjournment

There being no further action, the January 18, 2023 Board of Trustees’ meeting adjourned at 10:23 p.m.

John Aouelle, President

Kim Flasch, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

January 25, 2023 Superintendent's Summative Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Administrative Assistant to the Superintendent of Schools

ATTACHMENTS

January 25, 2023 Superintendent's Summative Meeting Minutes

MEETING DATE

February 15, 2023

**Minutes of Board Meeting
The Board of Trustees
Lake Travis Independent School District**

A meeting of the Board of Trustees of Lake Travis Independent School District was held on January 25, 2023 beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:03 p.m.

Quorum Determination

Trustees in attendance were Kim Flasch, Phillip Davis, John Aouelle, Erin Archer, Lauren White and Bob Dorsett. Absent Trustee William Beard.

Pledge of Allegiance and Moment of Silence

Brad Bailey, led the Pledge of Allegiance. A moment of silence was then observed.

Public Comments/Citizen Participation

There were no audience comments.

Consideration Items

- **Granting of Electric Utility Easement Between the City of Austin - Austin Energy and Lake Travis Independent School District**
The Administration recommends approval of the negotiation and granting of a perpetual, non-exclusive electric line easement on the Southern Extension of Vail Divide property to the City of Austin - Austin Energy for the purpose of construction, maintenance, repair, removal and replacement of electric line improvements and related appurtenances.

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee Kim Flasch to authorize the Superintendent or Designee to Negotiate and Approve an Electric Utility Easement Agreement between the City of Austin - Austin Energy and Lake Travis Independent School District located on two (2) parcels of land near the intersection of the Southern Extension of Vail Divide and Hamilton Pool Road as presented in Exhibit 3.

The motion passed by a vote of 6 - 0.

Closed Session

Trustees adjourned into Closed Session at 6:07 p.m. as permitted by the Texas Government Code 551.001 et seq.

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)
 - a. Superintendent's Evaluation and Contract

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- February 15, 2023 – 6:00 p.m. – Monthly Board Meeting, EDC
- March 22, 2023 – 6:00 p.m. – Monthly Board Meeting, EDC (4th Wednesday, due to Spring Break)
- April 5, 2023 – 6:00 p.m. – Budget Workshop, EDC

Open Session

Trustees returned from Closed Session at 8:08 p.m. No action was taken.

Adjournment

With no other business, the meeting adjourned at 8:08 p.m. on January 25, 2023.

John Aouelle, President

Kim Flasch, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 Innovative Course Approval

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

The Texas Administrative Code, Section 74.27, Innovative Courses and Programs, allows districts to offer state-approved 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, school districts may offer any state-approved innovative course for state elective credit. No application is required for a district or school to offer one of these courses. Currently, with the approval of the Board of Trustees, students enrolled in the courses listed below would earn state elective credit which would be applied toward these graduation requirements.

Course Name	PEIMS #	Course Name	PEIMS #
G/T Independent Study Mentorship I-III	N1290309 N1290313 N1290317	Forensic Psychology	N1303012
Multivariable Calculus	N1110018	Sports Medicine I-III	N1150040 N1150041 N1150044
Linear Algebra	N1110021	Strategic Learning for High School Math	N1110030
Music & Media Communications I-II	N1170160 N1170161	Student Leadership	N1290010
Path College Career I-IV	N1290051 N1290052 N1290053 N1290054	Theatre & Media Communications I-II	N1170170 N1170171
Peer Assistance & Leadership I-II	N1290005 N1290006	Introduction to Engineering Design	N1303742
Entrepreneurship II	N1303423	Civil Engineering & Architecture	N1303747
Science of Nursing	N1302120	Engineering Design and Dev	N1303749
AP Seminar AP Research	N1130026 N1100014	Gateway	N1303756 N1303757 N1303758 N1303759
Practicum in Entrepreneurship	N1303425	Geographic Information Systems	N1302805
Marketing	N1303424	Raster Based GIS	N1302806
Sports & Entertainment Marketing II	N1303422	Spatial Technology & Remote Sensing	N1302807
Retail Management	N1303420	IT Troubleshooting	N1302815
Introduction to Event & Meeting Planning	N1302269	Internetworking Technologies I	N1302803



Tourism Marketing Concepts & Applications	N1302270	Internetworking Technologies II	N1302804
Practicum in Event & Meeting Planning	N1302275	Advanced Cloud Computing	N1302813
Child Development Associate Foundations	N1300500	Programmable Logic Controller I	N1303689
Communication & Technology in Education	N1300510	Programmable Logic Controller II	N1303690
General Employability Skills	N1270153	Introduction to C# Programming Applications	N1302812
Principles of Exercise & Wellness	N1303107	Computer Integrated Manufacturing	N1303748
Kinesiology I	N1302104	Principles of Biomedical Science	N1302092
Kinesiology II	N1302124	Human Body Systems	N1302093
Medical Intervention & Evaluation	N1302125	Medical Interventions	N1302094
Introduction to Imaging Technology	N1302102	Biomedical Innovation	N1302095
Imaging & Technology I	N1302123	Introduction to Renewable Energy	N1120042
Imaging & Technology II	N1302131	Environmental Sustainability	N1303746
Legal Research & Writing	N1303014	Practicum in Energy	N1303910
Advanced Legal Skills & Professions	N1303016		

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Lori Wristers - Coordinator Learning & Teaching, Secondary Career & Technical Education
 Carl McLendon - Director of Curriculum and Instruction, Secondary

ATTACHMENTS

None

MEETING DATE

February 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Locally Approved Courses for UIL No Pass/No Play Exemptions

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

The following courses are identified as advanced and, as such, eligible for exemption as noted in section 33.081 of the Texas Education Code:

- Any College Board Advanced Placement (AP) Course or International Baccalaureate (IB) Course and;
- Honors and high school/college concurrent enrollment classes (that are included in Part One of the “Community College General Academic Course Guide Manual”) in the subject areas of English Language Arts, Mathematics, Science, Social Studies, Economics, or language other than English.

Local districts are permitted to establish other courses that are also exempt from UIL No-Pass/No-Play regulations. The locally-determined courses must be approved by the Board of Trustees. The attached list includes the courses that the administration recommends for UIL No-Pass/No-Play exempt status.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Carl McLendon, - Director of Curriculum and Instruction, Secondary

ATTACHMENTS

List of Locally Approved Courses for UIL No Pass/No Play Exemptions

MEETING DATE

February 15, 2023



**Lake Travis ISD Pre-AP, AP, Dual Credit/Enrollment, Honors and Advanced Honors Courses
UIL No Pass/No Play Exemption policy for 2023-24**

Pre-AP/Honors Courses

- Algebra I Pre-AP
- Geometry Pre-AP
- Algebra II Honors
- Biology Pre-AP
- Chemistry Pre-AP
- English 1 Pre-AP
- English 2 Pre-AP
- World Geography Pre-AP
- Spanish Honors
- French Honors
- German Honors
- Latin III Honors
- American Sign Language Honors

AP Courses

- AP English III
- AP English IV
- AP Statistics
- AP PreCalculus
- AP Calculus AB
- AP Calculus BC
- AP Computer Science Principles
- AP Computer Science A
- AP Physics 1
- AP Physics 2
- AP Physics C
- AP Biology
- AP Chemistry
- AP Environmental Science
- AP Human Geography
- AP World History



- AP United States History
- AP United States Government
- AP Macroeconomics
- AP Microeconomics
- AP European History
- AP Psychology
- AP Seminar
- AP Research
- AP Spanish IV
- AP Spanish V
- AP Latin IV
- AP Art 2D Drawing and Painting
- AP Art 3D Art and Design
- AP Art History
- AP Music Theory

Dual Credit/Enrollment Courses

- English 1301 English Composition I (ACC Dual-Credit)
- English 1302 English Composition II (ACC Dual-Credit)
- English 2323 British Literature 18th Century to the Present (ACC Dual-Credit)
- Rhetoric and Writing RHE306 & RHE309K (University of Texas OnRamps Dual-Enrollment)
- Math 1314 College Algebra (ACC Dual-Credit)
- College Algebra A Bridge to Abstraction: A College Algebra Course Containing Algebra II (University of Texas OnRamps Dual-Enrollment)
- Math 1324 Mathematics for Business and Economics (ACC Dual-Credit)
- Math 1332 Contemporary Mathematics (ACC Dual-Credit)
- Discovery Precalculus: Preparation for Calculus (University of Texas OnRamps Dual-Enrollment)
- Elementary Statistical Methods (University of Texas OnRamps Dual-Enrollment)
- Physics I: Mechanics, Heat, and Sound + Lab (University of Texas OnRamps Dual-Enrollment)
- GEOL 1301 Natural Hazards & Disasters (ACC Dual-Credit)
- Geoscience: Earth, Wind, and Fire (University of Texas OnRamps Dual-Enrollment)
- United States History 1492-1865 and U.S. Since 1865 (University of Texas OnRamps Dual-Enrollment)
- HIST 1301 United States History (ACC Dual-Credit)
- GOVT 2305 United States Government (ACC Dual-Credit)
- GOVT 2306 Texas State and Local Government (ACC Dual-Credit)
- ANTH 2351 Cultural Anthropology (ACC Dual-Credit)



- SOCI 1301 Introduction to Sociology
- Computer Science: Thriving In Our Digital World (University of Texas OnRamps Dual-Enrollment)
- Quantum Computing (University of Texas OnRamps Dual-Enrollment)
- Foundations of Arts and Entertainment Technologies (University of Texas OnRamps Dual-Enrollment)
- MUSI 1311 Music Theory (ACC Dual-Credit)

Honors Elective Courses

- Anatomy & Physiology (Science Credit)
- Aquatic Science Honors (Science Credit)
- Cybersecurity Capstone
- Digital Electronics (Math Credit)
- Discovery (Gifted & Talented)
- English IV: Shakespeare Selected Plays Honors
- English IV: Literary Criticism 19th Century British Literature Honors
- English IV: Literary Criticism 20th Century British Literature Honors
- Medical Interventions (Science Credit)
- Pathophysiology (Science Credit)
- CTE Practicums (All Subjects)
- Robotics
- Science Research and Design for Chemistry (Science Credit)
- Science Research and Design for STEM (Science Credit)
- Principles of Engineering (Science Credit)
- Engineering Design & Development (Science Credit)

Advanced Honors Courses

- French V
- Latin V
- Multivariable Calculus
- Linear Algebra
- Introduction to C# Programming Applications



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 Off-Campus Physical Education Providers

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Students may request a waiver to substitute physical education training from an outside provider for a LTISD physical education class provided the student meets the following criteria:

1. The student will be participating in a program provided through an approved physical education provider.
2. The student's participation level meets the requirements of one of the following categories:

Category 1 = Student must be participating in a program for a minimum of 15 hours per week of highly intense, professionally supervised training that leads to an Olympic level of participation and/or competition. Student may be dismissed from school one period per day.

Category 2 = Students must be participating in a program that is of high quality, well supervised by appropriately trained instructors, and consisting of a minimum of 5 hours per school week. Student can receive a P.E. credit, but may not leave campus for any portion of the day.

Each year, the board is asked to approve the list of new off campus physical education providers. The list of providers for the 2023-2024 academic year is attached.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

List of off campus physical education providers for 2023-2024 academic year

MEETING DATE

February 15, 2023



**Off Campus Physical Education Providers: Requesting Local Board
Approval for 2023-2024 School Year**

Activity	Providers	Description
Dance	- Austin Dance Conservatory	Dance Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include ballet, tap, jazz, contemporary styles as well as workouts to build core
Miscellaneous	- CrossFit - Kula Sports	Category II only training that includes cardiovascular workouts along with strength and core training

Currently Approved Off-Campus Physical Education Providers

Activity	Providers	Description
Baseball	- Hill Country Baseball Club	Category I and II training in hitting, pitching, fielding, throwing, catching, arm care, speed and agility conditioning, as well as gameplay and strategy aspects of baseball
Dance	- Alissa' Dance Academy - Balance - Ballet Austin - Dance Inst Performance Acad - The Dance Spot - Grace Ballet - O'Hara Dance Agency - ONE Academy - PAIYH - TexArts - West Austin Dance Academy - Zach Theatre Pre-Professionals - 620 Dance Centre	Dance Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include ballet, tap, jazz, contemporary styles as well as workouts to build core
Equestrian	- Bee Cave Riding Center - Bel Canto Farms - Carragio Equestrian - Countyline Polo - Cooper Hill Show Jumpers - Glendaloch Farms - L&D Farms - Lazy Rockin B Riding Center - Little Green Barn - Longhorn Polo Center - Madrone Ranch Stables - Paul Cates Stables - Rio Vista Farm - Southern Way Farm - Westridge Farms - XLR8 Ranch	Equestrian Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility on the horse, as well as riding, jumping and caring for the animal



Activity	Providers	Description
Golf	<ul style="list-style-type: none"> - The Academy of Golf Dynamics - Austin Golf Institute - Falconhead Golf Course - Garry Rippey, PGA - The Hills Country Club - The Hills Golf - River Place Country Club - Spanish Oaks Golf Club - The UT Golf Club - World of Tennis (Hills) Golf 	Golf Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility as well as working on improving golf swing through muscle movement activities
Gymnastics	<ul style="list-style-type: none"> - AcroTex Gymnastics - Austin Tumbling Academy - Capital Gymnastics Cedar Park - Champions TX - Champions Westlake - Cheer Athletics Austin - Crenshaw Athletic Club - Electric Avenue Acro - Flipnastics - Gymact - Moxie - National Elite Gymnastics - Powerhouse Cheer & Fitness 	Gymnastic Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility as dance training, weight lifting and overall core training.
Ice Skating	<ul style="list-style-type: none"> - McLaughlin Elite Skating Academy 	Ice Skating training that includes 15 hours/week for Category I or 5 hours/week for Category II; cardiovascular training to assist in balance, agility and ballet, strength and conditioning, jumps, etc.
Lacrosse	<ul style="list-style-type: none"> - LT Boys Lacrosse - LT Girls Lacrosse 	Lacrosse training that includes cardiovascular workouts along with strength training
Martial Arts	<ul style="list-style-type: none"> - Lakeway Tae Kwan Do 	Martial Arts Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Rowing	<ul style="list-style-type: none"> - Austin Rowing Club - Austin Yacht Club - Texas Rowing Center 	Team Rowing Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Soccer	<ul style="list-style-type: none"> - Austin Texans Soccer Club - Dundee Juniors of Central TX - Hill Country Indoor Soccer Academy - Lonestar Soccer Club - One World Soccer 	Soccer Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Swimming	<ul style="list-style-type: none"> - Austin Swim Club - Lakeway Aquatic Physical Therapy - Lost Creek Aquatics - Nitro Swimming - UT Longhorn Aquatics 	Swim Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training.



Activity	Providers	Description
Tennis	<ul style="list-style-type: none"> - ATX D3 Tennis - Austin Tennis Academy - Brian McPhee, Tennis Pro - Cross Court Tennis - Grey Rock Tennis Club - The Hills Country Club - Mac 360 - UT Tennis Club - World of Tennis (the Hills) 	Tennis Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Volleyball	<ul style="list-style-type: none"> - Austin Juniors Volleyball - Austin Performance Volleyball - Austin Skyline Juniors - Project Serve Beach Volleyball 	Volleyball Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Miscellaneous	<ul style="list-style-type: none"> - Capital City Strength & Conditioning - Chaparral Ice: Hockey and Figure Skating - Doug Lang MX School (The Summit Bike Club) - G10 Academy - Helix Elite Performance - Hill Country Indoor Sports and Fitness Athletic Training - Lake Travis Racing Mt. Biking - LT Mountain Biking Club(s) - Round Rock Fencing Club - Xceleration Sports Performance Labs <p><u>Category II only:</u></p> <ul style="list-style-type: none"> - <i>Camp Gladiator</i> - <i>The Summit Bike Club</i> 	Various Trainings that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training