Board Meeting 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 December 19, 2018, beginning at 6:00 PM in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 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.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 - 551.084, inclusive, of the Open Meetings Act.

- 1. Call To Order and Quorum Determination
- 2. Pledge of Allegiance and Moment of Silence
- 3. Recognitions

A. LT High Five Award Recipients	4
B. 2018 Lake Travis Chamber of Commerce Outstanding Achievement Awards	8
C. Mary Patin, Lake Travis ISD Administration	9
4. Audience Comments	
5. Information Items	
 A. November 2018 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018 Capital Projects Report, 2012 Capital Projects Report and Quarterly Investment Report 	10
6. Presentation/Discussion Items	
A. Lake Travis Independent School District Legislative Priorities, 86th Legislative Regular Session	18
B. Delegation of Superintendent or Designee Authority to Negotiate, Execute ar Amend, as necessary, the contract with the Ranking Contractors for Construction Manager at Risk (CMR) summer 2019 Bond Projects and include CMR - 1 through CMR - 4	nd 21

C. Spillman Loop Road Redesign

	D.	Renew Grazing License Between Lake Travis ISD and John C. Hert on Lake Travis ISD's Land Located on Reimers Peacock Road	28
	E.	Request for Proposal (RFP) - Copy Paper	30
7.	Co	onsideration Items	
	Α.	An order by the Board of Trustees of the Lake Travis Independent School District authorizing the issuance of its "Lake Travis Unlimited Tax School Building Bonds, Series 2019"; levying a continuing direct annual ad valorem tax for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of one or more official statements, pertaining thereto; authorizing the execution of a paying agent/registrar agreement and a purchase contract; complying with the letter of representations on file with the depository trust company; delegating the authority to certain members of the board of trustees and district staff to approve and execute certain documents relating to the sale of the bonds; and providing an effective date	31
	B.	Guaranteed Maximum Price (GMP) for Lake Travis Elementary School No. 7	78
	C.	Utility Conveyance Agreement Between West Travis County Public Utility Agency and Lake Travis ISD Regarding Bee Cave Middle School	80
	D.	Resolution to Adopt Rules for Accepting Electronic Bids or Proposals	92
	E.	2019-2020 Instructional Calendar	94
	F.	Consent Agenda	
		1. Minutes of November 14, 2018 Board Meeting	96
		2. 2018-2019 District and Campus Improvement Plan Goals and Performance Objectives	103
8.	Uţ	coming Meetings and Events	
	A.	January 16, 2019, 6:00 p.m Monthly Board Meeting, EDC	
	B.	January 23, 2019, 6:00 p.m Superintendent Summative Conference, Administration Building	
	C.	February 20, 2019, 6:00 p.m Monthly Board Meeting, EDC	
9.		osed Session - Trustees will adjourn into Closed Session as permitted by the xas 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)	
		a. Superintendent's Evaluation and Contract	
	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.

10. Adjournment



AGENDA ITEM LT High Five Award Recipients

RECOMMENDED ACTION Special Recognition

special necognitio

RATIONALE

Lake Travis ISD is an exemplary district because of the high-quality staff who work here. Five times a year, district employees are recognized for service beyond self that positively impacts fellow colleagues, students, parents and/or the Lake Travis community. The December recipients are:

- Laura Keogh, Teacher
- Robyn Tinney, Administrative Assistant
- Ruth Patrick, Technology Technician

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent for Human Resource Services

ATTACHMENTS LT High 5 Awards – November 14, 2018

MEETING DATE

December 19, 2018



Employee Recognition Program

Lake Travis ISD is an exemplary district because of the high-quality staff who work here. Five times a year, three District employees—an auxiliary staff member, a paraprofessional staff member and a professional staff member—will be recognized for exemplary service.

Employees: Laura Keogh

Location: Teacher/Department Chair 7th Grade LA, Cheer Coach

Date of Award: November 14, 2018

Date of Board Recognition: December 19, 2018

Nomination by: Lauren Feist

Reasons for Nomination:

I cannot think of a more deserving person than Laura. She goes above and beyond every day to help support all of us. Laura is a fantastic team leader and teacher, a favorite among students and staff. The duties of a teacher and department chair are demanding enough, but add that Laura is the cheer coach and volunteers for many committees such as CAT, the dress code and the District FALA program and you have a small insight into the depth of her dedication.

HBMS is a better place because of her giving nature and courage to lead our staff and students!



Employee Recognition Program

Lake Travis ISD is an exemplary district because of the high-quality staff who work here. Five times a year, three District employees—an auxiliary staff member, a paraprofessional staff member and a professional staff member—will be recognized for exemplary service.

Employees: Robyn Tinney

Location: Administrative Assistant

Date of Award: November 14, 2018

Date of Board Recognition: December 19, 2018

Nomination by: Elizabeth Terrell, Lei Johnson and Bobbi Roberts

Reasons for Nomination:

Robyn is the backbone of Serene Hills. She is the first person to arrive in the morning and the first person to help solve everyone's problems. She steps outside of her normal responsibilities to help others every day. Need computer help – Robyn is there. Need help with a work order? Robyn will show you. Phone not working? Robyn is on it. Wardrobe issue? Robyn helps with those, too! Robyn recently created a room service menu for all teachers, recognizing them with a special snack, helping all of us feel special.

Words cannot describe how important "Mama Robyn" is to our school community and our every day lives.



Employee Recognition Program

Lake Travis ISD is an exemplary district because of the high-quality staff who work here. Five times a year, three District employees—an auxiliary staff member, a paraprofessional staff member and a professional staff member—will be recognized for exemplary service.

Employees: Ruth Patrick

Location: Technology Technician

Date of Award: November 14, 2018

Date of Board Recognition: December 19, 2018

Nomination by: Janice Bech

Reasons for Nomination:

When you see Ruth walking down the hallway, she looks like a character from The Matrix, arms full of cables and moving at a quick pace. As busy as she is, Ruth always takes the time to resolve concerns and even sends a follow-up email to confirm that the issue remained resolved and there aren't other concerns.

Recently, my whole class was unable to login to their Chromebooks, Ruth came in right away and fixed it. She also converted my documents, helped me load them and the students were able to complete their assignment. Our 21st century curriculum was saved because of her quick response. We are very lucky to have Ruth and appreciate her dedication.



AGENDA ITEM

2018 Lake Travis Chamber of Commerce Outstanding Achievement Awards

RECOMMENDED ACTION Special Recognition

RATIONALE

The Lake Travis Chamber of Commerce recently selected Lake Travis High School Career and Technology Education teacher Amy Johnson as the recipient of its Golden Apple award. Ms. Johnson was recognized during the 2018 Lake Travis Chamber of Commerce Outstanding Achievement Awards luncheon held Dec. 12 at the Flintrock Falls Country Club.

Each year, the Lake Travis chamber recognizes local businesses, individuals and non-profits for their contributions to the community through its awards program. In 2017, the chamber introduced the Golden Apple into its slate of award categories The award recognizes one educator—a current K-12 grade public or private school teacher—who has shown excellence in academics, leadership, inspiration and/or innovation. Other nominees for the 2018 Golden Apple award included the following educators from Lake Travis ISD:

- Choi Hicks West Cypress Hills Elementary School
- Kara King Lake Travis Middle School
- Kassey LeBlanc Bee Cave Elementary School
- Kelly White Lake Travis High School
- Perry White Lake Travis High School

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Director of Communications, Media and Community Relations

ATTACHMENTS

None

MEETING DATE December 19, 2018



AGENDA ITEM

Mary Patin, Lake Travis ISD Administration

RECOMMENDED ACTION

Special Recognition

RATIONALE

Mary Patin has announced her retirement from Lake Travis ISD, effective December 31, 2018.

Mary began her 40-year career in public education serving children as an elementary Gifted and Talented program teacher in Louisiana before moving to Texas where she held numerous administrative positions including Assistant Principal, Principal, Curriculum Coordinator, Director of Curriculum, Assistant Superintendent for Curriculum and Instruction, and Deputy Superintendent. She also served in the private sector as Director of Professional Services for Amplify Education providing digital curriculum, instructional tools, data analytics and assessment to the K-12 market.

Mary joined Lake Travis ISD in 2015 as Deputy Superintendent assisting the Superintendent with day-today operations of the district and overseeing special projects for senior staff and the administration. Some of the many contributions and successes during her tenure at Lake Travis include LTISD's designation as a District of Innovation and the implementation and expansion of the district's Leader for Life student wellness and drug testing program.

Mary and her husband Bob will split their time between Austin and Dallas. She plans to continue working in education while enjoying her grandson, Holden.

BUDGET PROVISIONS None

RESOURCE PERSONNEL Brad Lancaster, Ed.D. – Superintendent of Schools

ATTACHMENTS

None

MEETING DATE December 19, 2018



AGENDA ITEM

November 2018 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018 Capital Projects Report, 2012 Capital Projects Report and Quarterly Investment Report

RECOMMENDED ACTION

For information 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

Johnny W. Hill - Assistant Superintendent for Business, Financial & Auxiliary Services/CFO Brad Goerke - Director of Accounting & Budget/Comptroller

ATTACHMENTS

- 1. Statement of Revenues and Expenditures-November 2018
- 2. Balance Sheet-November 2018
- 3. Tax Statement-November 2018
- 4. 2018 Capital Projects Report-November 2018
- 5. 2012 Capital Projects Report-November 2018
- 6. Quarterly Investment Report-November 2018

MEETING DATE

December 19, 2018

Lake Travis ISD STATEMENT OF REVENUE AND EXPENDITURES GENERAL FUND

	11/30/2018			 Prior Year					
Revent	ues	Γ	Budget		Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$	123,703,056	\$	8,351,926	\$ 115,351,130	6.75%	\$ 7,731,612	6.98%
5700	Other Local Revenues		2,670,447	<u> </u>	959,226	\$ 1,711,221	35.92%	 795,309	27.87%
5800	State Program Revenue		8,237,235		2,820,042	\$ 5,417,193	34.24%	2,887,796	38.83%
5900	Federal Revenue		450,000		62,451	\$ 387,549	13.88%	443,306	87.97%
	Total Revenue	\$	135,060,738	\$	12,193,645	\$ 122,867,093	9.03%	\$ 11,858,023	9.75%
Expen	ditures								
11	Instruction	\$	47,318,098	\$	11,589,860	\$ 35,728,238	24.49%	\$ 10,636,159	24.18%
12	Instructional Resources	<u> </u>	848,744		221,526	\$ 627,218	26.10%	 203,046	25.07%
13	Staff Development		802,815		171,944	\$ 630,871	21.42%	176,007	25.67%
21	Instructional Administrtion		1,418,274		356,468	\$ 1,061,806	25.13%	286,069	25.94%
23	School Administration		3,836,173		956,784	\$ 2,879,389	24.94%	927,910	25.46%
31	Gudiance & Counseling		3,079,927		773,618	\$ 2,306,309	25.12%	620,602	24.16%
33	Health Services		717,251		181,977	\$ 535,274	25.37%	147,180	22.97%
34	Transportation		4,221,485		1,144,027	\$ 3,077,458	27.10%	1,134,097	28.45%
35	Food Service		75,000		18,750	\$ 56,250	25.00%	18,750	27.96%
36	Co-Curricular Account		2,241,572		571,183	\$ 1,670,389	25.48%	569,975	23.90%
41	General Administration		4,089,542		931,844	\$ 3,157,698	22.79%	767,508	22.40%
51	Plant & Maint. Operation		9,677,175		2,484,455	\$ 7,192,720	25.67%	2,137,320	24.56%
52	Security		485,890		106,068	\$ 379,822	21.83%	90,706	28.45%
53	Non-Inst. Data Processing		2,542,294		472,795	\$ 2,069,499	18.60%	725,746	34.58%
61	Community Services		388,051		77,613	\$ 310,438	20.00%	94,786	27.53%
81	Facilities/Construction		20,000		5,000	\$ 15,000	25.00%		0.00%
91	State Transfers		52,213,447			\$ 52,213,447	0.00%	5,000	0.01%
92	Incremental Cost WADA		355,000		73,940	\$ 281,060	20.83%		0.00%
93	SPED TRF-Regular Day		30,000			\$ 30,000	0.00%	71,561	260.15%
95	JJAEP Transfer Payments		15,000			\$ 15,000	0.00%		0.00%
99	Travis County Appraisal		485,000		101,815	\$ 383,185	20.99%		0.00%
	Total Expenditures	\$	134,860,738	\$	20,239,667	\$ 114,621,071	15.01%	\$ 18,612,422	9.91%

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 (Deficieny) Of Revenues Over Expenditures	\$ 200,000	\$ (8,046,022)
3000	Beginning Fund Balance 9/1	\$ 34,611,104	
3000	Ending Fund Balance 8/31	\$ 34,811,104	
3590	Commited Fund Balance	\$ 542,649	
3600	Unassigned Fund Balance	\$ 34,268,455	

			COMBINED	INT	Lake Tr ERIM BALAN AS OF: Nove	CE S	SHEET - ALL F	YUN I	D TYPES				
				Sp	ecial Revenue			Ca	apital Projects	Int	ternal Svc., Trust		
Assets		G	eneral Fund		Funds	Deb	ot Service Fund		Fund	8	Agency Funds		Total Funds
Curr	ent Assets:												
1101	Cash	\$	670,186	\$	1,649,615	\$	719,426	\$	4,257,648	\$	2,592,951	\$	9,889,826
1103	Temporary Investments		30,223,775				8,648,598		89,201,705		110,482		128,184,560
	Total Cash and Investments	\$	30,893,961	\$	1,649,615	\$	9,368,024	\$	93,459,353	\$	2,703,433	\$	138,074,386
	vables:												
1210	Property Taxes-Current	\$	118,123,240	\$	-	\$	36,208,294	\$	-	\$	-	\$	154,331,534
1220	Property Taxes-Delinquent		4,146,070	 	-	<u> </u>	509,351	 	-		-		4,655,421
1230	Allowance-Uncollected Taxes		(914,614)	<u> </u>	-	<u> </u>	(268,442)	<u> </u>	-		-		(1,183,056)
1240	Due From Federal Agencies		-	<u> </u>	1,154		-	<u> </u>	-		-		1,154
1250	Sundry Receivables		1,363	<u> </u>	635	<u> </u>	-	<u> </u>	-		-		1,998
1260	Due From Funds		313,967	<u> </u>	(308,648)	<u> </u>	-	<u> </u>	-		3,147		8,466
1280	Due From Other Funds		1,333	<u> </u>	-	<u> </u>	-	<u> </u>	-		-	-	1,333
1290	Other Receivables		7,300		2,720	-	-	<u> </u>	-		-		10,020
1300	Inventories, At Cost	Φ.	49,821	đ	21,500	\$	-	đ	-	¢	-	¢	71,321
1.400	Total Receivables	\$	121,728,480	-	(282,639)		36,449,203	>	-	\$	3,147	\$	157,898,191
1400	Other Current Assets	.	(392,875)		(24,540)		-	A	(2,768)	<i>ф</i>	-		(420,183)
	Total Assets	\$	152,229,566	\$	1,342,436	\$	45,817,227	\$	93,456,585	\$	2,706,580	\$	295,552,394
Resou	irces												
5010	Estimated Revenue	\$	135,060,738	\$	9,741,653	\$	41,016,071	\$	100,000,000	\$	11,505,000	\$	297,323,462
5030	Less: Realized Revenue		12,193,645		1,513,937		2,888,381		510,839		2,414,957		19,521,759
5000	Revenues to be Received		122,867,093		8,227,716		38,127,690		99,489,161		9,090,043		277,801,703
	Total Assets & Resources	\$	275,096,659	\$	9,570,152	\$	83,944,917	\$	192,945,746	\$	11,796,623	\$	573,354,097
Liabilitie	8												
Curr	ent Liabilities:												
2110	Accounts Payable	\$	9,437	\$	46,159	\$	-	\$	-	\$	-	\$	55,596
2160	Accrued Wages Payable		4,123,015		170,349		-		-		-		4,293,364
2170	Due To Other Funds		142,039		39,459		-		-		-		181,498
2180	Due To Other Govt's		3,037		-		-		-		-		3,037
2190	Due To Student Groups		-		-		-		-		278,988		278,988
2150	Payroll Deduct & Withhold		-		-		-		-		900,096		900,096
	Total Current Payables	\$	4,277,528	\$	255,967	\$	-	\$	-	\$	1,179,084	\$	5,712,579
2210	Accrued Expenses		-		-		-		-		917,943		917,943
2300	Deferred Revenue		121,386,956		254,442		36,449,203		-		-		158,090,601
2400	Payable From Restricted Assets		-		-		-		1,798,633		-		1,798,633
	Total Liabilities	\$	125,664,484	\$	510,409	\$	36,449,203	\$	1,798,633	\$	2,097,027	\$	166,519,756
Fund Equ		-	10101	-				-	100.1	4			
6010	Appropriations	\$	134,860,738		9,934,935		41,000,000		198,155,326	\$	11,505,000		395,455,999
6050	Less: Expenditures		(20,239,667)		(2,197,550)		(6,000)		(5,867,775)		(2,670,842)	-	(30,981,834)
6030	Encumbrances		(469,067)	1	(116,601)	1	-		(2,603,318)		-		(3,188,986)
	Available Appropriations	\$	114,152,004	\$	7,620,784	\$	40,994,000	\$	189,684,233	\$	8,834,158	\$	361,285,179
4310	Reserve For Encumbrances		469,067		116,601	<u> </u>	-		2,603,318		-		3,188,986
3600	Unassigned Fund Balance		34,268,455	L	1,322,358	<u> </u>	6,501,714	L	(1,140,438)		865,438		41,817,527
3590	Committed Fund Balance - Accr. Leave		542,649	4		4		4	10.0.0	4			542,649
	Total Liability & Fund Equity	\$	275,096,659	\$	9,570,152	\$	83,944,917	\$	192,945,746	\$	11,796,623	\$	573,354,097

SUMMARY OF TAX COLLECTIONS AS OF NOVEMBER 2018

2018-19 Original Tax Levy Delinquent Taxes as of 8/31/18	\$	167,182,123.10 3,391,667.48
Total Receivables for 2017-18 Current Year Adjustments Prior Year Adjustments	•	170,573,790.58 (303,989.51) 153,410.46
Adjusted Receivables Total Net Collections To Date	\$	170,423,211.53 (11,484,661.95)
Outstanding Receivables as of 11/31/2018	\$_	158,938,549.58

SUMMARY OF BUDGETED COLLECTIONS	<u>BUDGETED</u>		NET <u>COLLECTED</u>		BUDGETED <u>DIFFERENCE</u>	% OF BUDGET <u>COLLECTED</u>
Maintenance - Current Tax	\$ 123,709,893.00	\$	8,351,926.28	\$	115,357,966.72	6.75%
Maintenance - Prior Year Tax	600,000.00		298,725.70		301,274.30	49.79%
Maintenance - Penalties & Interest	500,000.00	. <u> </u>	72,376.10	-	427,623.90	14.48%
Sub-total	\$ <u>124,809,893.00</u>	\$_	8,723,028.08	\$_	116,086,864.92	6.99%
Debt Service - Current Tax	\$ 40,600,000.00	\$	2,738,013.57	\$	37,861,986.43	6.74%
Debt Service - Prior Year Tax	200,000.00		95,996.40		104,003.60	48.00%
Debt Service - Penalties & Interest	150,000.00		23,279.17	-	126,720.83	15.52%
Sub-total	\$	\$_	2,857,289.14	\$_	38,092,710.86	6.98%
Total Collections	\$ <u>165,759,893.00</u>	\$_	11,580,317.22	\$_	154,179,575.78	6.99%
Tax Collection Comparison with 2018-19: Adjusted	Tax Roll		2018-2019		2017-2018	
Percent of Current Year Taxes Collected Percent of Total Taxes Collected Percent of Total Taxes and P & I Collecte		6.65% 6.88% 6.94%		6.87% 7.08% 7.14%		
Tax Collection Comparison with 2018-19: Original T	ax Roll					
Percent of Current Year Taxes Collected Percent of Total Taxes Collected Percent of Total Taxes and P & I Collecte	6.63% 6.87% 6.93%		6.86% 7.08% 7.13%			

Lake Travis ISD 2018 Bond Program Summary - Level 2 October 31, 2018

	Original Budget	Amended Budget	2015-2017	2017-2018	2018-2019	Total Resources		Total Resources	Amended Balance	Budget Difference
Resources										
1 Bond Proceeds Issue A	118,000,000.00	108,735,000.00	0.00	108,735,000.00	0.00	108,735,000.00		108,735,000.00	0.00	(9,265,000.00)
1 Bond Proceeds Issue B	35,000,000.00	34,870,000.00	0.00	34,870,000.00	0.00	34,870,000.00		34,870,000.00	0.00	(130,000.00)
1 Bond Proceeds Issue C	100,000,000.00	100,000,000.00	0.00	0.00	0.00	0.00		0.00	100,000,000.00	0.00
2 Interest Revenue	0.00	2,000,000.00	0.00	914,843.93	334,948.27	1,249,792.20		1,249,792.20	750,207.80	2,000,000.00
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
4 Bond Premiums	0.00	10,557,593.00	0.00	10,557,593.45	0.00	10,557,593.45		10,557,593.45	(0.45)	10,557,593.00
Total Resources	253,000,000.00	256,162,593.00	0.00	155,077,437.38	334,948.27	155,412,385.65		155,412,385.65	100,750,207.35	3,162,593.00
	Original Budget	Amended Budget	2015-2017	2017-2018	2018-2019	Total Expended	Encumbr.	Total Committed	Amended Balance	Budget Difference
Appropriations										
10 Elementary School #7	31,511,000.00	33,130,150.00	243,230.07	917,705.71	61,868.15	1,222,803.93	0.00	1,222,803.93	31,907,346.07	1,619,150.00
20 Elementary School #8	3,979,000.00	3,979,000.00	11,720.50	4,227.50	44,246.19	60,194.19	0.00	60,194.19	3,918,805.81	0.00
30 Secondary School #2	13,802,000.00	13,802,000.00	4,939,231.31	97,947.61	14,852.50	5,052,031.42	0.00	5,052,031.42	8,749,968.58	0.00
40 Middle School #3	75,980,710.00	78,325,750.00	2,373,078.48	29,879,800.74	187,363.13	32,440,242.35	0.00	32,440,242.35	45,885,507.65	2,345,040.00
50 FCA Projects	36,610,132.00	35,419,144.00	0.00	2,107,946.07	152,295.61	2,260,241.68	0.00	2,260,241.68	33,158,902.32	(1,190,988.00)
Construction/Renovation	161,882,842.00	164,656,044.00	7,567,260.36	33,007,627.63	460,625.58	41,035,513.57	0.00	41,035,513.57	123,620,530.43	2,773,202.00
61 Playgrounds	2,774,750.00	2,924,750.00	0.00	715,409.65	5,792.00	721,201.65	0.00	721,201.65	2,203,548.35	150,000.00
62 LTHS C-Wing Renovation	0.00	420,200.00	0.00	354,527.55	21,672.85	376,200.40	0.00	376,200.40	43,999.60	420,200.00
63 LTHS Parking Lot Addition	517,591.00	517,591.00	0.00	0.00	0.00	0.00	0.00	0.00	517,591.00	0.00
64 Portables	1,200,000.00	1,200,000.00	0.00	348,476.84	69,145.54	417,622.38	0.00	417,622.38	782,377.62	0.00
65 LTHS -Annex Media Center Graphics	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
66 LTMS Sound Abatement Fine Arts	67,162.00	67,162.00	0.00	0.00	0.00	0.00	0.00	0.00	67,162.00	0.00
67 HBMS Kitchen Redesign A/C	166,118.00	166,118.00	0.00	0.00	0.00	0.00	0.00	0.00	166,118.00	0.00
68 LTES -Two Loading Zone Parking	27,442.00	27,442.00	0.00	0.00	0.00	0.00	0.00	0.00	27,442.00	0.00
69 LWES -Security Fencing	10,932.00	10,932.00	0.00	0.00	0.00	0.00	0.00	0.00	10,932.00	0.00
Small Renovation Improvements	4,808,995.00	5,379,195.00	0.00	1,418,414.04	96,610.39	1,515,024.43	0.00	1,515,024.43	3,864,170.57	570,200.00
70 Playground Safety Renovation	0.00	8,480.00	0.00	0.00	3,128.00	3,128.00	0.00	3,128.00	5,352.00	8,480.00
71 LWE Gym Flooring	0.00	73,828.00	0.00	53,665.03	0.00	53,665.03	0.00	53,665.03	20,162.97	73,828.00
72 BCE Renovations	36,726.00	118,726.00	0.00	56,499.25	4,201.99	60,701.24	0.00	60,701.24	58,024.76	82,000.00
73 LPE Renovations	432,592.00	432,592.00	0.00	0.00	0.00	0.00	0.00	0.00	432,592.00	0.00
74 She -Playground Erosion	155,383.00	155,383.00	0.00	0.00	0.00	0.00	0.00	0.00	155,383.00	0.00
75 EDC Renovations	351,460.00	351,460.00	0.00	0.00	0.00	0.00	0.00	0.00	351,460.00	0.00
76 Field Turf	3,658,672.00	4,008,672.00	0.00	1,357,660.99	14,927.04	1,372,588.03	0.00	1,372,588.03	2,636,083.97	350,000.00
77 PAC Renovations	4,229,164.00	4,229,164.00	0.00	4,178,865.84	146,444.54	4,325,310.38	0.00	4,325,310.38	(96,146.38)	0.00
78 Distrib/Data Center Renovation	2,854,141.00	2,854,141.00	0.00	0.00	0.00	0.00	0.00	0.00	2,854,141.00	0.00
79 LTHS Athletics	400,000.00	1,006,480.00	0.00	13,400.00	0.00	13,400.00	0.00	13,400.00	993,080.00	606,480.00
Small Construction Projects	12,118,138.00	13,238,926.00	0.00	5,660,091.11	168,701.57	5,828,792.68	0.00	5,828,792.68	7,410,133.32	1,120,788.00
81 Instructional Materials & Equipment	5,707,000.00	7,707,000.00	0.00	231,869.57	147,717.20	379,586.77	0.00	379,586.77	7,327,413.23	2,000,000.00
82 Technology	29,901,700.00	25,937,510.00	0.00	4,175,242.90	741,912.09	4,917,154.99	0.00	4,917,154.99	21,020,355.01	(3,964,190.00)
83 Copy Machines	750,000.00	750,000.00	0.00	113,227.17	0.00	113,227.17	0.00	113,227.17	636,772.83	0.00
84 Maintenance	600,000.00	1,260,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,260,000.00	660,000.00
85 Food & Nutrition Services	3,950,789.00	3,950,789.00	0.00	1,005,460.59	6,270.00	1,011,730.59	0.00	1,011,730.59	2,939,058.41	0.00
86 Transportation	13,300,000.00	12,640,000.00	0.00	5,295,548.24	159,004.00	5,454,552.24	0.00	5,454,552.24	7,185,447.76	(660,000.00)
87 District Furniture & Equipment	6,000,000.00	6,000,000.00	0.00	435,047.67	152,855.02	587,902.69	0.00	587,902.69	5,412,097.31	0.00
Other Equipment	60,209,489.00	58,245,299.00	0.00	11,256,396.14	1,207,758.31	12,464,154.45	0.00	12,464,154.45	45,781,144.55	(1,964,190.00)

	Original Budget	Amended Budget	2015-2017	2017-2018	2018-2019	Total Expended	Encumbr.	Total Committed	Amended Balance	Budget Difference
90 Land	1,270,000.00	1,270,000.00	0.00	15,844.20	900.00	16,744.20	0.00	16,744.20	1,253,255.80	0.00
91 Bond Closing	2,000,000.00	1,162,593.00	0.00	1,144,327.45	0.00	1,144,327.45	0.00	1,144,327.45	18,265.55	(837,407.00)
94 Contingency	7,510,536.00	8,210,536.00	0.00	0.00	0.00	0.00	0.00	0.00	8,210,536.00	700,000.00
95 Program Management	3,000,000.00	3,000,000.00	0.00	13,934.55	80,442.99	94,377.54	0.00	94,377.54	2,905,622.46	0.00
96 FCA Study	200,000.00	200,000.00	189,615.13	0.00	0.00	189,615.13	0.00	189,615.13	10,384.87	0.00
97 LTMS Wastewater Treatment Expansion	0.00	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	800,000.00	800,000.00
Other Costs/Contingencies	13,980,536.00	14,643,129.00	189,615.13	1,174,106.20	81,342.99	1,445,064.32	0.00	1,445,064.32	13,198,064.68	662,593.00
Total 2018 Bond Program	253,000,000.00	256,162,593.00	7,756,875.49	52,516,635.12	2,015,038.84	62,288,549.45	0.00	62,288,549.45	193,874,043.55	3,162,593.00
Balance	0.00	0.00	(7,756,875.49)	102,560,802.26	(1,680,090.57)	93,123,836.20	0.00	93,123,836.20	(93,123,836.20)	0.00

Lake Travis ISD 2012 Bond Program Summary November 30, 2018

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds	158,455,000.00	158,455,000.00	158,455,000.00	0.00
2 Interest Revenue	0.00	1,162,661.91	1,172,565.98	(9,904.07)
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Other	0.00	2,045,527.00	2,045,527.00	0.00
5 Insurance Proceeds-Hail Damage	0.00	1,604,472.29	1,604,472.29	0.00
Total Resources	158,455,000.00	163,267,661.20	163,277,565.27	(9,904.07)

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Lake Travis Middle School	49,635,645.00	50,576,528.89	50,576,528.89	0.00
20 West Cypress Hills Elementary School	21,413,913.00	21,555,812.08	21,555,812.08	0.00
30 Hudson Bend Middle School	19,828,949.00	20,420,288.19	20,420,288.19	0.00
40 Lake Travis H.S. Annex	18,333,224.00	22,827,622.06	22,827,622.06	0.00
Construction/Renovation	109,211,731.00	115,380,251.22	115,380,251.22	0.00
=			· · ·	
60 Small Renovation Improvements	2,591,842.00	3,029,641.80	3,029,641.80	0.00
70 Building Equipment	1,513,975.00	1,030,398.24	1,030,398.24	0.00
80 Other Instructional	36,060,749.00	34,687,132.43	34,687,132.43	0.00
90 Land	1,000,000.00	1,708,770.25	1,708,770.25	0.00
91 Bond Issuance Costs	1,800,000.00	917,827.00	917,827.00	0.00
92 Bond Athletic Projects	0.00	545,678.00	545,678.00	0.00
93 LED Project-Bee Cave Elementary	0.00	229,998.00	229,998.00	0.00
94 Contingency	4,244,372.00	2,266,244.66	0.00	2,266,244.66
95 Bond Administration Cost	2,032,331.00	2,008,577.24	2,008,577.24	0.00
96 Hail Damage to Vehicle Fleet	0.00	192,203.06	192,203.06	0.00
97 Hail Damage to Video Display Board	0.00	269,170.75	269,170.75	0.00
98 Hail Damage to Misc. Repair	0.00	14,170.00	14,170.00	0.00
99 Hail Damage to Roof Replacement	0.00	987,598.55	987,598.55	0.00
Other Programs	49,243,269.00	47,887,409.98	45,621,165.32	2,266,244.66
Total 2012 Bond Program	158,455,000.00	163,267,661.20	161,001,416.54	2,266,244.66

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT QUARTERLY INVESTMENT SCHEDULE For the Quarter Ending 11/30/2018

INVESTMENTS BY POOLED FUND GROUP

Beginning Book Value	Increase (Decrease)	Ending Book Value	Beginning Market Value	Increase (Decrease)	Ending Market Value	Accrued Interest -	Accrued Interest -
For Period	For Period	For Period	For Period	For Period	For Period	Period	FYTD
38,255,520	(15,275,493)	22,980,027	38,255,520	(15,275,493)	22,980,027	149,697	149,697
5,716,221	561,746	6,277,967	5,716,221	561,746	6,277,967	29,697	29,697
1,569,746	8,587	1,578,333	1,569,746	8,587	1,578,333	8,587	8,587
104,428,195	(16,804,823)	87,623,372	104,428,195	(16,804,823)	87,623,372	496,793	496,793
184,627	9,429,752	9,614,379	184,627	9,429,752	9,614,379	8,375	8,375
109,905	577	110,482	109,905	577	110,482	576	576
150,264,214	(22,079,654)	128,184,560	150,264,214	(22,079,654)	128,184,560	693,724	693,724
	Book Value For Period 38,255,520 5,716,221 1,569,746 104,428,195 184,627 109,905	Book Value For Period (Decrease) For Period 38,255,520 (15,275,493) 5,716,221 561,746 1,569,746 8,587 104,428,195 (16,804,823) 184,627 9,429,752 109,905 577	Book Value For Period (Decrease) For Period Book Value For Period 38,255,520 (15,275,493) 22,980,027 5,716,221 561,746 6,277,967 1,569,746 8,587 1,578,333 104,428,195 (16,804,823) 87,623,372 184,627 9,429,752 9,614,379 109,905 577 110,482	Book Value For Period (Decrease) For Period Book Value For Period Market Value For Period 38,255,520 (15,275,493) 22,980,027 38,255,520 5,716,221 561,746 6,277,967 5,716,221 1,569,746 8,587 1,578,333 1,569,746 104,428,195 (16,804,823) 87,623,372 104,428,195 184,627 9,429,752 9,614,379 184,627 109,905 577 110,482 109,905	Book Value For Period (Decrease) For Period Book Value For Period Market Value For Period (Decrease) For Period 38,255,520 (15,275,493) 22,980,027 38,255,520 (15,275,493) 5,716,221 561,746 6,277,967 5,716,221 561,746 1,569,746 8,587 1,578,333 1,569,746 8,587 104,428,195 (16,804,823) 87,623,372 104,428,195 (16,804,823) 184,627 9,429,752 9,614,379 184,627 9,429,752 109,905 577 110,482 109,905 577	Book Value For Period (Decrease) For Period Book Value For Period Market Value For Period (Decrease) For Period Market Value For Period 38,255,520 (15,275,493) 22,980,027 38,255,520 (15,275,493) 22,980,027 5,716,221 561,746 6,277,967 5,716,221 561,746 6,277,967 1,569,746 8,587 1,578,333 1,569,746 8,587 1,578,333 104,428,195 (16,804,823) 87,623,372 104,428,195 (16,804,823) 87,623,372 184,627 9,429,752 9,614,379 184,627 9,429,752 9,614,379 109,905 577 110,482 109,905 577 110,482	Book Value For Period (Decrease) For Period Book Value For Period Market Value For Period (Decrease) For Period Market Value For Period Interest - Period 38,255,520 (15,275,493) 22,980,027 38,255,520 (15,275,493) 22,980,027 149,697 5,716,221 561,746 6,277,967 5,716,221 561,746 6,277,967 29,6997 1,569,746 8,587 1,578,333 1,569,746 8,587 1,578,333 8,587 104,428,195 (16,804,823) 87,623,372 104,428,195 (16,804,823) 87,623,372 496,793 184,627 9,429,752 9,614,379 184,627 9,429,752 9,614,379 8,375 109,905 577 110,482 109,905 577 110,482 576

MONEY MARKET ACCOUNTS

	Yield (%)	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
Toribaal									
<u>TexPool</u>	0.00%	0 000 007	4 047 504	44 000 070	0.000.007	4 047 504	44 000 070	10 771	10 774
Local Maintenance	2.20%	9,389,297	1,617,581	11,006,878	9,389,297	1,617,581	11,006,878	42,771	42,771
Debt Service	2.20%	5,319,987	560,857	5,880,844	5,319,987	560,857	5,880,844	28,807	28,807
Capital Projects 2012	2.20%	1,056,791	5,580	1,062,371	1,056,791	5,580	1,062,371	5,581	5,581
Capital Projects 2018	2.20%	104,428,195	(16,804,823)	87,623,372	104,428,195	(16,804,823)	87,623,372	496,793	496,793
Tax Clearing	2.20%	184,627	9,429,752	9,614,379	184,627	9,429,752	9,614,379	8,375	8,375
Workers Comp Fund	2.20%	109,065	576	109,641	109,065	576	109,641	576	576
Total TexPool	_	120,487,961	(5,190,476)	115,297,485	120,487,961	(5,190,476)	115,297,485	582,903	582,903
TEXAS CLASS									
Local Maintenance	2.45%	4,182,403	24,509	4,206,912	4,182,403	24,509	4,206,912	24,509	24,509
Capital Projects 2012	2.45%	512,956	3,006	515,962	512,956	3,006	515,962	3,006	3,006
Capital Projects 2018	2.45%	0	0	0	0	0	0	0	0
Total MBIA		4,695,358	27,516	4,722,874	4,695,358	27,516	4,722,874	27,515	27,515
Prosperity									
Local Maintenance	1.81%	24,683,820	(16,917,583)	7,766,237	24,683,820	(16,917,583)	7,766,237	82.416	82,416
Debt Service	0.83%	396,234	889	397,123	396,234	889	397,123	890	890
Workers Comp Fund	0.15%	840	1	841	840	1	841	000	0000
Total Prosperity		25,080,894	(16,916,693)	8,164,201	25,080,894	(16,916,693)	8,164,201	83,306	83,306
Total Money Markets	-	150,264,214	(22,079,654)	128,184,560	150,264,214	(22,079,654)	128,184,560	693,724	693,724
TOTAL INVESTMENTS	-	150,264,214	(22,079,654)	128,184,560	150,264,214	(22,079,654)	128,184,560	693,724	693,724

The district's investment strategy for the above funds is as follows:

Operational Funds - Shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Fund - Shall have sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

Capital Projects Funds - Shall have sufficient investment liquidity to timely meet capital project obligations.

This report is prepared in compliance with Lake Travis ISD Investment Policies CDA(Legal) and CDA(Local) and with the Public Funds Investment Act, TX Govt Code Ch. 2256.



AGENDA ITEM

Lake Travis Independent School District Legislative Priorities, 86th Legislative Regular Session

RECOMMENDED ACTION

For discussion only. Action will be requested at the January 16, 2019 meeting.

RATIONALE

The Administration has prepared a legislative priorities document for the 86th Regular Session of the Texas Legislature. The document is designed to be the basis for the District's legislative work during the legislative session that will begin January 8, 2019.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Johnny Hill, Assistant Superintendent for Business, Financial & Auxiliary Services Amber King, General Counsel

ATTACHMENTS Draft Legislative Priorities

MEETING DATE

December 19, 2018

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT LEGISLATIVE PRIORITIES 86TH Regular Session (2019)

PUBLIC SCHOOL FUNDING

Lake Travis ISD supports legislation that seeks to reform public school funding in adequate and equitable ways and that reduces the state's over-reliance on local property taxes. In particular, LTISD supports the following funding measures:

Incorporate appraisal/revenue caps only when an adequate state funding source is identified to cover the shortfall.

 Currently, the state contributes 40% of school funding and the remaining 60% of funding is generated through local property taxes. While LTISD supports a reduction in the state's reliance on local property taxes to fund public schools, the current proposed appraisal/revenue caps will leave a substantial shortfall in the state's budget (\$2.5-\$3.0 billion) without identifying how the state will adequately compensate for the reduction in funds.

Fully fund the New Instructional Facilities Allotment (NIFA).

 Under current law, districts are eligible for a \$1,000 allotment per ADA on all new instructional facilities for the first two years; however, the current allocation for NIFA funding only covers a small percentage of the qualified district applications. In the prior bienium, NIFA funding only covered approximately 25% of the costs, forcing districts to cover the remaining 75% of the costs out of their general funds.

Continue to use the state's certified prior year property values to adequately account for school funding.

• There is not enough time or resources available to adequately account for current year values. Even after the current year tax levy is certified, monthly adjustments continue throughout the year. Use of prior year values provides districts the ability to accurately budget.

Update the Cost of Education Index (CEI).

 CEI is the mechanism that Texas uses to adjust foundation program calculations to compensate for variations in resource costs and costs of education beyond the control of school districts. The CEI has not been updated since 1989-1990. LTISD's current CEI is 1.08. If LTISD was to adjust its CEI up to the average of 1.10, the increase in educational funding would be approximately \$1.2 million annually.

Adequately fund the Transportation Allotment for all districts.

• The Transportation Allotment statute was enacted in 1984, prior to the enactment of the recapture statute in 1995. As a result, the Texas Education Agency interprets the statute,

TEC Section 42.155, as not permitting payment of the transportation allotment to Chapter 41 districts, such as LTISD.

• LTISD's Transportation Department is responsible for transporting over 5,300 students to and from school each day. LTISD currently allocates approximately \$4.0 million for public transportation. The Transportation Allotment would cover approximately \$1.0 million of this cost.

Increase funding for special education services.

• The State's weighted student model for special education funding has existed in its current form since 1995, yet the landscape and cost of educating students with disabilities has changed. Updated and increased funding sufficient to address the rising number of students being served, the increasing costs, and the requirements of the corrective action plan is necessary for districts to continue to appropriately serve students.

SAFETY AND SECURITY / MENTAL HEALTH

Lake Travis ISD supports legislation that addresses the increasing demand for safety, security and mental health support, while opposing unfunded mandates. In particular, LTISD supports the following measures:

- Additional and ongoing state funding and resources for districts to use in developing measures that will increase safety, security, and mental health services on their campuses.
- Flexibility for districts to make local decisions about safety, security, and mental health measures/efforts that best address their specific needs.

LOCAL PUBLIC SCHOOLS AND LOCAL GOVERNANCE

Lake Travis ISD supports legislation that provides flexibility to local school boards to operate school districts as expected by local communities. In particular, LTISD supports the following:

Funding public schools and opposing any initiative that would divert public tax dollars from public schools to private schools or other schools exempt from state and federal accountability requirements and laws.

• Public tax dollars should be invested in meeting the educational needs of all Texas students rather than in vouchers, education savings accounts, tuition/education tax credits, taxpayer savings grants, scholarships or similar programs.

Support the current system of flexible uniform election dates for bond and TREs and oppose changes to elections that do not apply to all levels of government.



AGENDA ITEM

Delegation of Superintendent or Designee Authority to Negotiate, Execute and Amend, as necessary, the contract with the Ranking Contractors for Construction Manager at Risk (CMR) summer 2019 Bond Projects to include CMR-1 through CMR-4 (see below).

RECOMMENDED ACTION

For discussion only. Consideration will be requested at the January 16, 2019 meeting.

RATIONALE

The Lake Travis Independent School District (LTISD) invited qualified firms to submit Proposal responses for Construction Managers (CMAR) for the following 2018 Bond Projects:

- CMR-1, Renovations and Additions at Lake Travis High School, Hudson Bend Middle School and LTISD Maintenance Dept., approx. \$ 8,550,428.
 - Recommended General Contractor: Flintco, LLC
- CMR-2, Renovations and Additions at Bee Cave Elementary School and Lakeway Elementary School, approx. \$ 6,367,803.
 - Recommended General Contractor: Balfour Beatty
- CMR-3, Renovations and Additions at Lake Travis Elementary School and Lake Pointe Elementary School, approx. \$ 1,894,355.
 - Recommended General Contractor: Braun & Butler Construction, Inc.
- CMR-4, Renovations and Additions at LTISD Distribution and Transportation Bldgs., approx. \$ 3,879,519

• Recommended General Contractor: Braun & Butler Construction, Inc.

The District is utilizing the two-step process for this RFP, requiring Proposers to provide both qualifications and pricing information at a later date. It is the policy of the District that the selection of Construction managers to provide services be based on demonstrated competence and qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Johnny Hill – Assistant Superintendent for Business, Financial & Auxiliary Services (CFO) Robert Winovitch – Director of Facilities and Construction Angie Marsh – Director of Purchasing

ATTACHMENTS

CMR Board Agenda Preliminary Tabulations (4).

MEETING DATE

December 19, 2018

Lake Travis ISD CMR - LTHS, HBMS & Maint Dept Renos - Two-Step Process

Bid # 19-008 NOTE: For explanation of column terms and notations, go to the bottom of the tab.

Board Agenda - Preliminary Tabulation

Duaru	Agenua - Freinninary i	abulation						5		12		
document f	is tabulation is being presented only a o provide the final results of the Distr d is not to be considered the final aw	ict's evaluation	America Construct		Balfour B	eatty	Flintco, L	LC	STR Construc LTD	tors,	Weaver and Constructor	
Step ⁻	A - Qualifications	_	Austin, TX 7	n, TX 78613 Austin, TX 78746			Austin, TX	78754	Liberty Hill, TX	78642	Cuero, TX	77954
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	Com	Total Eval Points	A Com
1A	Qualifications	70	68.0	0	67.7		66.7	0	55.7		55.0	
	Total Points	70	68.0		67.7		66.7	()	55.7		55.0	

Comments:

Top 3 highest points received for Qualifications will move to Step 18 - Interviews. Points will move forward with the Proposer.

1 - November 26, 2018, American Constructors requested to be withdrawn from this Solicitation due to "recent accelerated activity in the marketplace". The District accepted the withdrawal request. The District did not contact a 3rd general contractor to replace American Constructors.

			5			all		2/6
			Balfour Be	eatty	(Flintco, I	LC	
Step ⁻	1B - Interviews		Austin, TX	7874	46	Austin, TX	7875	54
Item #	Description	Group Points Available	Total Eval Points	val Points A Com		Total Eval Points	А	Com
1B	Interview	10	10.0			7.0		
	Total Points	10	10.0			7.0		

Comments:

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

			Balfour B	eatty	/	Flintco, I	LC	
Step	2 - Price Proposal		Austin, TX	786 ⁻	13	Austin, TX	7874	46
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com
2	CMR Fee %	20	3.65%			2.75%		
	Pre Construction Costs	20	\$7,500.00			\$15,000.00		
	Total Points	20	15.7			20.0		

Comments:

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

			Balfour B	eatty	,	Flintco, I	LC	
Final	Points		Austin, TX	7874	46	Austin, TX	7874	46
Item #	Description	Group Points Available	Total Eval Points	Total Eval Points A Com		Austin, TX 78754	А	Com
1A	Qualifications	70	67.7			66.7		
1B	Interview	10	10.0			7.0		
	Price Points	20	15.7			20.0		
	Total Points	100	93.32			93.67		

Column Key (associated by

A Award - Used to indicate the awarded Bidder.

Com Comment - Used to indicate a comment has been made. See below for the comment by number shown.

Abbreviations by Items (if applicable)

- NR Non-responsive Item was not considered since the item or entire bid was considered non-responsive
- BE Bid Error Bidder priced the item incorrectly and documentation was received to verify
- NS Non-spec Item is non-spec as indicated b

Comments (Com) by Footnote # (if applicable)

- November 26, 2018, American Constructors requested to be withdrawn from this Solicitation due to "recent accelerated activity in the marketplace". The District accepted the withdrawal request. The District did not contact a 3rd general contractor to replace American Constructors.
- 2 December 3, 2018, the Purchasing Department contacted Flintco, LLC to request a Best and Final Offer. Flintco, LLC responded to the request reducing the Pre-Construction Fee to \$5,000.

Lake Travis ISD CMR - Bee Cave ES and Lakeway ES Renos - Two-Step Process

Bid # 19-009 NOTE: For explanation of column terms and notations, go to the bottom of the tab.

Board Agenda - Preliminary Tabulation

Duaru	Agenua - Freinninary	abulation							
document	his tabulation is being presented only a to provide the final results of the Distr ad is not to be considered the final aw	rict's evaluation	Balfour Be	atty	Braun & Butler Construction, Inc.	Flintco, LLC	Lott Brothers Construction Company, Ltd.	STR Constructors, Ltd.	Weaver & Jacobs Constructors, Inc.
Step	1A - Qualifications		Austin, TX 7	8746	Cedar Park, TX 78613	Austin, TX 78754	Austin, TX 78729	Liberty Hill, TX 78642	Cuero, TX 77954
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Evai Points A Con	Total Eval Points A Com	Total Eval Points A Com	Total Eval Foints A Com	Total Eval Points A Com
1A	Qualifications	70	67.7		67.7	66.7	60.0	55.7	55.0
	Total Points	70	67.7	12	67.7 1	66.7 1	60,0	55.7	55.0

Comments: Top 3 highest points received for Qualifications will move to Step 1B - Interviews. Points will move forward with the Proposer.

Step	1B - Interviews		Balfour B Austin, TX		Braun & F Constructio Cedar Park, T	n, Inc.	Flintco, I Austin, TX	
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	A Com
1B	Interview	10	10.0		7.3		6.0	
	Total Points	10	10.0		7.3		6.0	

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

			Balfour B	eatt	y	Braun & E Constructio			Flintco, I	LC	
Step	Step 2 - Price Proposal		Austin, TX 78746			Cedar Park, T	8613	Austin, TX 78754			
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com	Total Eval Points	А	Com
2	CMR Fee %	20	3.65%			3.45%			2.75%		
	Pre Construction Costs	20	\$7,500.00			\$3,850.00			\$15,000.00		
	Total Points	20	15.8			17.0			20.0		

Comments:

Comments:

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

			Balfour B	eatt	y	Braun & E Constructio			Flintco, I	LC	
Final	Points		Austin, TX	7874	46	Cedar Park, T	X 78	3613	Austin, TX	7875	54
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com	Total Eval Points	А	Com
1A	Qualifications	70	67.7			67.7			66.7		
1B	Interview	10	10.0			7.3			6.0		
	Price Points	20	15.8			17.0]		20.0		
	Total Points	100	93.51			91.93			92.67		

Column Key (associated by

A Award - Used to indicate the awarded Bidder.

Com Comment - Used to indicate a comment has been made. See below for the comment by number shown.

Abbreviations by Items (if applicable)

NR Non-responsive - Item was not considered since the item or entire bid was considered non-responsive

BE Bid Error - Bidder priced the item incorrectly and documentation was received to verify

NS Non-spec Item is non-spec as indicated b

Comments (Com) by Footnote # (if applicable)

1 Financials were not reviewed based upon previous experience and knowledge of the proposed awarded contractor.

2 December 3, 2018, the Purchasing Department contacted Balfour Beatty to request a Best and Final Offer. Balfour Beatty responded to the request reducing the Pre-Construction Fee to \$4,500 and reducing the CMR Fee to 3.4%.

AWARD - Construction made a recommendation to the Board of Trustees on August 22, 2018, to award to Bartlett Cocke based on the highest points scored. The Board approved the recommendation.

Lake Travis ISD CMR - Lake Travis ES and Lake Pointe ES Renos - Two-Step Process Bid # 19-010 NOTE: For explanation of column terms and notations, go to the bottom of the tab.

Board Agenda - Preliminary Tabulation_

document	his tabulation is being presented on to provide the final results of the Di- process and is not to be considered	strict's	Braun & E Constructio		STR Constr Ltd.	uctors,	Weaver & Constructo	
Step	1A - Qualifications		Cedar Park, T	X 78613	Liberty Hill, T	(78642	Cuero, TX	77954
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	A Com
1A	Qualifications	70	68.0		58.0		60.0	
	Total Points	70	68.0	512	58.0	1	60.0	

Comments:

1 Top 2 Proposers with the highest points for Qualifications will move to Step 1B-Interviews. Points will carry forward.

Step	1B - Interviews		Braun & E Constructio Cedar Park, T	n, In	c.	Weaver & Constructo	rs, li	nc.
Item #	•		Total Eval Points	A	Com	Total Eval Points	A	Com
1B	Interview	10	10.0			2.8		
Commo	Total Points	10	10.0			2.8		

Comments:

			Braun & E Constructio			Weaver & Constructo			
Step	2 - Price Proposal	rice Proposal Cedar			Cedar Park, TX 78613 Cuero, TX			77954	
Item #	Description	Group Points Available	Total Eval Points	A Com		Total Eval Points	А	Com	
2	CMR Fee %	20	4.75%		2	3.50%			
2	Pre Construction Costs	20	\$3,200.00			\$2,500.00			
_	Total Points	20	14.8		2	20.0			

Comments:

			Braun & E Constructio		Weaver & Jacobs Constructors, Inc.			
Final	Points		Cedar Park, TX 78613 Cuero,		Cuero, TX	Cuero, TX 77954		
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com
1A	Qualifications	70	68.0			58.0		
1B	Interview	10	10.0			2.8		
	Price Points	20	14.8			20.0		
	Total Points	100	92.77		3	80.75		3

Lake Travis ISD CMR - Lake Travis ES and Lake Pointe ES Renos - Two-Step Process

Bid # 19-010

3

NOTE: For explanation of column terms and notations, go to the bottom of the tab.

Column Key (associated by

A Award - Used to indicate the awarded Bidder.

Com Comment - Used to indicate a comment has been made. See below for the comment by number shown.

Abbreviations by Items (if applicable)

- NR Non-responsive Item was not considered since the item or entire bid was considered non-responsive
- BE Bid Error Bidder priced the item incorrectly and documentation was received to verify
- NS Non-spec Item is non-spec as indicated b

Comments (Com) by Footnote # (if applicable)

- 1 Top 2 Proposers with the highest points for Qualifications will move to Step 1B-Interviews. Points will carry forward.
- Points from Step 1A Qualifications and Step 1B Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

December 3, 2018, the Purchasing Department contacted Braun & Butler Construction to request a Best and Final Offer. Braun & Butler Construction responded to the request reducing the CMR Fee from 4.75% to 4.2% or 3.75% if awarded both 19-010 and 19-011.

The CMR Fee would be reduced from \$89,981.86 to \$79,562.91 at the 4.2% fee (awarding 19-010 only) or \$71,038.31 at the 3.75% fee.

Lake Travis ISD CMR - Distribution & Transportation Bldg Renos - Two-Step Process

NOTE: For explanation of column terms and notations, go to the bottom of the tab. Bid # 19-011

Board Agenda - Preliminary Tabulation

Dualu	Agenua - Freinninary	rabulation												
document f process ar	is tabulation is being presented only a to provide the final results of the Distri id is not to be considered the final aw 1A - Qualifications	rict's evaluation	Balfour Be		Braun & B Constructior Cedar Park, T≯	n, Inc.	FTWOC Construction Inc. Georgetown, 1	Services,	STR Constructo Ltd.	,	Weaver & Ja Constructors Cuero, TX 7	s, Inc.	Zapalac / I Construc Bee Cave, TX	tion
Otop	TA Guaimoutions									-	,		,	
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points A	Com	Total Eval Foints	A Com	Total Eval Points	A Com
1A	Qualifications	70	67.7		68.0	\mathcal{D}	61.0		58.0		56.7		64.0	
	Tatal Dainta	70	67.7		68.0		64.0		500	1	56.7	_	64.0	
	Total Points	70	67.7		00.0		61.0		58.0		30.7		64.0	

Comments:

1 - Top3 highest points received for Qualifications will move to Step 18 - Interviews. Points will move forward with the Propose

Step	1B - Interviews		Balfour B Austin, TX		Braun & B Constructio Cedar Park, T	on, Inc.	FTWCC Construction Inc. Georgetown, T	Services
Item #	Description	Group Points Available	Total Eval Points	A Com	Total Eval Points	A Com	Total Eval Points	A Com
1B	Interview	10	8.0		9.3		8.0	
	Total Points	10	8.0		9.3		8.0	

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

Step	2 - Price Proposal		Balfour B Austin, TX		,	Braun & E Constructio Cedar Park, T	n, li	nc.	Construction Services, Georgetown, T	-X 7	8626
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com	Total Eval Points	А	Com
2	CMR Fee %	20	3.65%			3.95%			2.85%		
2	Pre Construction Costs	20	\$7,500.00			\$3,450.00			\$2,500.00		
	Total Points	20	15.2			14.4			20.0		

Comments:

Comments:

Points from Step 1A - Qualifications and Step 1B - Interviews were combined and added to the Price Proposal points to determine the Proposer in line for award.

			Balfour B	eatty	y	Braun & E Constructio			FTWOC Construction Inc.		rices,
Final	Points		Austin, TX	7874	46 Cedar Park, TX 78613 Georgetown,		Cedar Park, TX 78613		Georgetown, T	X 7	8626
Item #	Description	Group Points Available	Total Eval Points	А	Com	Total Eval Points	А	Com	Total Eval Points	А	Com
1A	Qualifications	70	67.7			68.0			61.0		
1B	Interview	10	8.0			9.3			8.0		
	Price Points	20	15.2			14.4]		20.0		
	Total Points	100	90.83			91.68			89.00		

Column Key (associated by

Award - Used to indicate the awarded Bidder. А

Com Comment - Used to indicate a comment has been made. See below for the comment by number shown.

Abbreviations by Items (if applicable)

Non-responsive - Item was not considered since the item or entire bid was considered non-responsive Bid Error - Bidder priced the item incorrectly and documentation was received to verify NR

ΒE

NS Non-spec Item is non-spec as indicated b

Comments (Com) by Footnote # (if applicable)

Financials were not reviewed based upon previous experience and knowledge of the proposed awarded contractor. 1

December 3, 2018, the Purchasing Department contacted Braun & Butler Construction to request a Best and Final Offer. Braun & Butler Construction responded to the request removing the Pre-Construction Fee completely and reducing the CMR Fee from 3.95% to 3.75%.



AGENDA ITEM

Spillman Loop Road Redesign

RECOMMENDED ACTION

For discussion only. Consideration will be requested at the January 16, 2019 meeting.

RATIONALE

With the growth of Lake Travis High School, traffic has continued to increase and vehicular circulation in and around LTHS has continued to worsen. As part of the 2019 summer projects we would like to increase the number of lanes exiting the High School and improve the locations of staff and student parking. Increasing the number of lanes exiting the campus from two to four will make it easier for busses to exit the bus loop and lessen the time required for parents and students to exit the campus.

BUDGET PROVISIONS

2012 Bond Contingency Funds

RESOURCE PERSONNEL

Johnny Hill – Assistant Superintendent for Business, Financial & Auxiliary Services (CFO) Robert Winovitch – Director of Facilities and Construction Angie Marsh – Director of Purchasing

ATTACHMENTS None

MEETING DATE December 19, 2018



AGENDA ITEM

Renew Grazing License between Lake Travis ISD and John C. Hert on Lake Travis ISD's Land Located on Reimers Peacock Road

RECOMMENDED ACTION

For discussion only. Action will be requested at the January 16, 2019 meeting.

RATIONALE

In December 2017, the board approved a one-year non-exclusive grazing license between Lake Travis ISD and John C. Hert on LTISD's land located off Hwy 71 on Reimers Peacock Road (appproximately 233 acres). The license permits Mr. Hert to use the property for the sole purpose of pasturing and grazing livestock and operating vehicles on the property for purposes directly related to the pasturing and grazing of the livestock. As consideration to LTISD, Hert was required to keep and maintain the Property and appurtenances thereto in good sanitary condition and repair during the term. Mr. Hert seeks a renewal of this license for another year term. The Administration believes that permitting Mr. Hert to have limited use of the Property before and until the Property is necessary for LTISD's use constitutes a benefit to both LTISD and Mr. Hert and recommends renewal of the agreement. The terms of the original license will remain the same.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Johnny Hill, Assistant Superintendent for Business, Financial & Auxiliary Services Robert Winovitch, Director of Facilities & Construction Amber King, General Counsel

ATTACHMENTS Draft Renewal of Grazing License

MEETING DATE December 19, 2018

RENEWAL GRAZING LICENSE

This RENEWAL ("Renewal License") to the GRAZING LICENSE dated December 19, 2017 (referenced herein as the "Original License") is made by and between LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a public school and political subdivision of the State of Texas ("LTISD") and JOHN CRAIG HERT, an individual ("Hert") and is effective as of the date last signed by the parties below.

The parties hereby agree to amend the Original License as follows:

AGREEMENT:

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. <u>Term</u>. The Term of this Renewal License (the "Renewal Term") shall commence on the Effective Date of this Renewal License and shall end one (1) calendar year) after the Effective Date (the "Expiration Date"); provided, however, that Hert may vacate the Property and terminate this Renewal License prior to the Expiration Date by delivering not less than thirty (30) days prior written notice of such termination to LTISD. LTISD may terminate this Renewal License without cause by providing Hert no less than thirty (30) days prior written notice prior to the date Hert must vacate the Property, as determined by LTISD.

2. <u>Insurance</u>. Hert must provide LTISD with an updated proof of insurance coverage that complies with the requirements in paragraph 6 of the Original License. All other terms of paragraph 6 in the Original License remain the same.

The parties agree that this Renewal License is being made in connection with the Grazing License dated December 19, 2017. Except as amended herein, all terms and conditions of the Original License shall continue in full force and effect and the parties shall continue to comply with same, together with the terms of this Renewal License.

SIGNED AND EXECUTED this _____ day of January, 2019.

Lake Travis Independent School District

By: _____

Kim Flasch, LTISD Board President

John Craig Hert

By:

John C. Hert, Individual



AGENDA ITEM

Request for Proposals (RFP)-Copy Paper

RECOMMENDED ACTION

For discussion only. Consideration will be requested at the February 20, 2019 Board Meeting

RATIONALE

Per Board Policy CH-Legal, all district contracts valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for the district:

- 1. Competitive bidding for services other than construction services.
- 2. Competitive sealed proposals for services other than construction services.
- 3. A request for proposals for services other than construction services.
- 4. An inter-local contract.
- 5. The reverse auction procedure as defined by Government Code 2155.062(d).
- 6. The formation of a political subdivision corporation under Local Governmental Code 304.001. Education Code 44.031(a).

Lake Travis anticipates purchasing copy paper in excess of \$50,000 for the 2018-2019 school year. As such, administration would recommend procuring the copy paper through the RFP process. Proposal packets would be available in January and a recommendation would be presented to the Board at the February 20, 2019 meeting.

BUDGET PROVISIONS

2018 Operating Budget

RESOURCE PERSONNEL

Johnny Hill – Assistant Superintendent for Business, Financial & Auxiliary Services Angie Marsh-Director of Purchasing

ATTACHMENTS None

MEETING DATE December 19, 2018



AGENDA ITEM

An order by the Board of Trustees of the Lake Travis Independent School District authorizing the issuance of its "Lake Travis Unlimited Tax School Building Bonds, Series 2019"; levying a continuing direct annual ad valorem tax for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of one or more official statements pertaining thereto; authorizing the execution of a paying agent/registrar agreement and a purchase contract; complying with the letter of representations on file with the depository trust company; delegating the authority to certain members of the bonds; and providing an effective date

RECOMMENDED ACTION

Adopt an order authorizing the issuance of "Lake Travis Independent School District Unlimited Tax School Building Bonds, Series 2019" in one or more series by delegated sale.

RATIONALE

Lake Travis ISD has the opportunity to efficiently manage its November 7, 2017 bond authorization by breaking down its bond capacity into multiple bond issuances. The district's administration request the above mentioned parameter's resolution authorizing the issuance of an amount not to exceed \$100 million of fixed rate, unlimited tax school building bonds. These bonds will be used to pay for construction projects, transportation vehicles and technology upgrades.

BUDGET PROVISIONS

2018 Bond Budget

RESOURCE PERSONNEL

Johnny W. Hill - Assistant Superintendent for Business, Financial & Auxiliary Services/CFO

ATTACHMENTS

An Order Authorizing the Issuance of Fixed Rate, Unlimited Tax School Building Bonds

MEETING DATE

December 19, 2018

AN ORDER BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF "LAKE TRAVIS UNLIMITED TAX SCHOOL BUILDING BONDS. SERIES 2019"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; **COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE** WITH THE DEPOSITORY TRUST COMPANY: DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO APPROVE AND EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of the Lake Travis Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total principal amount of \$______ (being the principal amount of \$______), being the third [and final] installment or series of school building bonds approved and authorized to be issued at an election held on November 7, 2017 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

Authorized Purpose: designing, constructing, renovating, improving, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, and the purchase of new school buses;

Amount	Amounts	Amounts	Premium	
Originally	Heretofore	Being	Allocated to Voted	Amounts
Authorized	Issued	Issued	Authorization	Remaining
\$253,000,000	\$153,000,000	\$	\$	\$

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code (*Chapter 45*), and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the District is authorized to issue unlimited tax school building bonds for authorized purposes; and

WHEREAS, the Governing Body hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation to each Authorized Official (defined herein) with the authority to execute the Approval Certificate (a form of which is attached hereto as Schedule I) to approve the final terms as set forth in the Approval Certificate is in the best interest of the Issuer; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: <u>Authorization - Designation - Principal Amount - Purpose – Dated Date</u>. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of <u>\$</u>_______ to be designated and bear the title "LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019" (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, and the purchase of new school buses and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45 and Chapter 1371. The Bonds shall be dated _______, 2019 (the *Dated Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official is hereby authorized, appointed, and designated as the official of the District authorized to individually act on behalf of the District in selling and delivering the unlimited tax bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for the unlimited tax bonds:

The aggregate principal amount of the Bonds, as well as the principal amount of each stated maturity.

The rate of interest to be borne on the principal amount of each stated maturity and the interest payment dates for the Bonds.

The Dated Date for the Bonds.

The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, of the Bonds.

The selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the Bonds.

Pricing for the Bonds, including generation and use of original issue reoffering premium and/or discount, determination of underwriters' compensation (if any), and applicable costs of issuance.

-2-

The Bonds authorized by this Order shall be issued within the following parameters:

- 1. The aggregate principal amount of the Bonds issued pursuant to this Order shall not exceed \$100,000,000.
- 2. The maximum maturity of the Bonds authorized to be issued pursuant to this Order will be February 15, 2049.
- 3. The true interest rate (federal arbitrage yield) of the Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 5.00% per annum.
- 4. The final series of Bonds issued hereunder must be sold not later than December 19, 2019 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after December 19, 2019, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized to complete and execute an Approval Certificate, in substantially the form attached as Schedule I hereto, which completed and executed Approval Certificate shall evidence the sale (including the date of such sale) of Bonds by the District to the Underwriters. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete this Order to reflect such final terms of sale and use of proceeds of such series of Bonds, as evidenced in the completed and executed Approval Certificate relating thereto.

SECTION 2: <u>Fully Registered Obligations - Authorized Denominations - Stated</u> <u>Maturities - Interest Rates</u>. The Bonds shall be issued as fully registered obligations, without coupons, shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts (\$)	Interest Rates (%)
2020		_•
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

-3-

Years of	Principal	Interest
Stated Maturity	Amounts (\$)	Rates (%)
2030		_•
2031		_·
2032		
2033		
2034		_·
2035		
2036		
2037		_•
2038		
2039		
2040		
2041		
2042		
2043		 _·
2044		
2045		 _·
2046		 _·
2047		
2048		
2049		
= • • • •		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about ______, 2019), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing ______, 20__.

SECTION 3: <u>Payment of Bonds - Paying Agent/Registrar</u>. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holders*), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of ______, ____, ____, ____, ____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and

provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the *Record Date* (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class

postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: <u>Redemption</u>.

A. <u>Mandatory Redemption of Bonds</u>. The Bonds stated to mature on February 15, 20_ and February 15, 20_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on ______ in each of the years as set forth below:

Term Bonds		Term Bonds
Stated to Mature		Stated to Mature
on February 15, 20		on February 15, 20
<u>Year</u> 20 20 20	Principal <u>Amount (\$)</u> *	Year Amount (\$) 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20 20

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. <u>Optional Redemption of Bonds</u>. The Bonds having Stated Maturities on and after February 15, 20___ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20___, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. <u>Exercise of Redemption Option</u>. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be

redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Bonds shall be entered in the minutes of the Governing Body of the District.

D. <u>Selection of Bonds for Redemption</u>. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. <u>Notice of Redemption</u>. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. <u>Transfer/Exchange of Bonds</u>. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: <u>Registration - Transfer - Exchange of Bonds - Predecessor Bonds</u>. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: <u>Execution - Registration</u>. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said

officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Issuer on the Dated Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the Initial Bond), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paving Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. <u>Forms Generally</u>. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond. The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

[The remainder of this page intentionally left blank.]

B. Form of Definitive Bonds.

REGISTERED NO. R-

REGISTERED PRINCIPAL AMOUNT \$

United States of America State of Texas County of Travis LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019

Dated Date:	Stated Maturity:	Interest Rate:	CUSIP No.
, 20			
REGISTERED OWNER:			
PRINCIPAL AMOUNT:			AND NO/100 DOLLARS

The Lake Travis Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Travis, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about _________, 2019), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing _______, 20

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof. This Bond is one of the series specified in its title issued in the aggregate principal amount of § ______ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) designing, constructing, renovating, improving, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, and the purchase of new school buses and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on November 7, 2017, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on February 15, 20__ and February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds		Term Bonds	
Stated to Mature		Stated to Mature	
on February 15, 20		<u>on February 15, 20</u>	
<u>Year</u> 20 20 20	Principal <u>Amount (\$)</u> *	<u>Year</u> 20 20 20 20 20	Principal <u>Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*—which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	Ş	
PUBLIC ACCOUNTS	Ş	
	§ REGISTER NO	
THE STATE OF TEXAS	Ş	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this ______.

Comptroller of Public Accounts of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

*Form of Registration Certificate of Paying Agent/Registrar to appear on D. Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

, ____, ____, as Paying Agent/Registrar

By: ______Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number): the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. <u>The Initial Bond shall be in the form set forth in paragraph B of this Section,</u> <u>except as follows</u>:

[Form of Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED NO. T-1

REGISTERED PRIN	CIPAL
AM	OUNT
A	

\$_____

United States of America State of Texas County of Travis LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019

Dated Date:	Stated Maturity	Interest Rate:	CUSIP No.
, 20	As Shown Below	As Shown Below	
REGISTERED OWNER:			
PRINCIPAL AMOUNT:			AND NO/100 DOLLARS

The Lake Travis Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Travis, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of	Principal	Interest
Stated Maturity	Amounts (\$)	<u>Rates (%)</u>

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about _______, 2019), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing ______, 20__.

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption to the Holder hereof, upon its presentation and surrender, at the corporate trust office of ______, _____ (the *Paying Agent/Registrar*). Interest

shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. <u>Form of Permanent School Fund or Insurance Legends</u>. If bond insurance is obtained by the Purchasers or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND INSURANCE] [PERMANENT SCHOOL FUND GUARANTEE]

SECTION 9: <u>Definitions</u>. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 18 and 37 of this Order have the meanings assigned to them in Sections 18 and 37 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the President, Board of Trustees, the Vice-President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, and/or the Assistant Superintendent for Business, Financial and Auxiliary Services/Chief Financial Officer (or any successor to any of the aforementioned persons serving in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Governing Body of the

District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder* or *Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 of each year, commencing ______, 20__, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: <u>Bond Fund - Investments</u>. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2019 LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately

available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest and capitalized interest, if any, on the Bonds received from the Purchasers of the Bonds shall be deposited into the Bond Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: <u>Security of Funds</u>. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: <u>Notices to Holders - Waiver</u>. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: <u>Cancellation</u>. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: <u>Mutilated - Destroyed - Lost and Stolen Bonds</u>. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds - Authorization of Purchase Contract - Official Statement Approval - Use of Proceeds. The Bonds authorized by this Order are hereby sold by the Issuer to _______, _____, as the authorized representative of a group of underwriters (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _______, 2019, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _______. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Purchase Contract (together with such changes approved by any Authorized Official, or any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _______, 2019, in the reoffering, sale and delivery of the Bonds to the public. The President and Secretary of the

Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest on the Bonds (in the amount of \$_____) received from the Purchasers shall be deposited into the Bond Fund.

B. The Issuer received an original issue reoffering premium from the sale of the Bonds of $\$ ______ which is hereby allocated by the Issuer in the following manner: (1) $\$ ______ to pay the Purchasers' compensation, (2) $\$ ______ shall be deposited to the Bond Fund, representing the rounding amount, (3) $\$ ______ shall be used to pay costs of issuance, and (4) $\$ ______ shall be counted against the Issuer's voted authorization and deposited into the construction fund as described in paragraph C below.

C. The balance of the proceeds derived from the sale of the Bonds (including the portion of the original issue reoffering premium in the amount of \$______ described in Paragraph B above and the principal in the amount of \$______ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph B above) shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: <u>Permanent School Fund Guarantee.</u> In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the Issuer has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the Issuer hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the Issuer of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the Issuer's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the Issuer to pay in full the principal of and interest on the Bonds which the Issuer is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the Issuer and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the Issuer fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the Issuer would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. <u>Definitions</u>. When used in this Section, the following terms have the following meanings:

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. <u>Not to Cause Interest to Become Taxable</u>. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Issuer shall comply with each of the specific covenants in this Section.

C. <u>No Private Use or Private Payments</u>. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Bonds: (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, <u>unless</u> such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. <u>No Private Loan</u>. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. <u>Not to Invest at Higher Yield</u>. Except to the extent that it will not cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. <u>Not Federally Guaranteed</u>. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. <u>Information Report</u>. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. <u>Rebate of Arbitrage Profits</u>. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

As additional consideration for the purchase of the Bonds by the (3)Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. <u>Not to Divert Arbitrage Profits</u>. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. <u>Bonds Not Hedge Bonds</u>.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

K. <u>Elections</u>. The Issuer hereby directs and authorizes any Authorized Official, or any combination thereof, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 19: <u>Control and Custody of Bonds</u>. The President of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: <u>Satisfaction of Obligation of Issuer</u>. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or at the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the

redemption date for the Bonds. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. To the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 21: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to

any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: <u>Facilities Allotment Revenues</u>. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, Texas Education Code, as amended (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as *Debt Subsidy Funds*), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: <u>Remedies in Event of Default</u>. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: <u>Printed Opinion</u>. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Governing Body, is hereby approved and authorized.

SECTION 25: <u>CUSIP Numbers</u>. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: <u>Effect of Headings</u>. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: <u>Benefits of Order</u>. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, the Purchasers, and the Holders.

SECTION 28: <u>Inconsistent Provisions</u>. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: <u>Construction of Terms</u>. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: <u>Governing Law</u>. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: <u>Severability</u>. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: <u>Public Meeting</u>. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: <u>Authorization of Paying Agent/Registrar Agreement</u>. The Governing Body hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: <u>Incorporation of Preamble Recitals</u>. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 35: <u>Unavailability of Authorized Publication</u>. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and

at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36: <u>No Recourse Against Issuer Officials</u>. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 37: Continuing Disclosure Undertaking.

A. <u>Definitions</u>.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

MSRB means the Municipal Securities Rulemaking Board.

["*Obligated Person*" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).]

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

B. <u>Annual Reports</u>.

The Issuer shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit C hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code,

the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the Issuer's fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the Secretary, Board of Trustees. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552. Thereafter, any person may obtain copies of these documents upon submission of a written request to the Superintendent of Schools at Lake Travis Independent School District, 3322 Ranch Road 620 South, Austin, Texas 78738 and upon paying the reasonable copying, handling, and delivery charges for providing this information.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. <u>Notice of Certain Events</u>.

The Issuer shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a financial obligation of the District or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or Obligated Person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District or Obligated Person, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 38: Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a Depository Participant) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an Indirect Participant). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds, pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to

interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: District's Consent to Provide Information and Documentation to the <u>Texas MAC</u>. The Municipal Advisory Council of Texas (the Texas MAC), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Authorized Official, Bond Counsel to the District, and/or Financial

Advisor to the District to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 41: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular contract may be authorized, herein, pursuant to Chapter 1371, and any other applicable law, the District hereby delegates to the Superintendent of Schools, or the Assistant Superintendent for Business, Financial and Auxiliary Services/Chief Financial Officer, the authority to independently select the counterparty to the Paying Agent/Registrar Agreement, any agreement with any rating agency, securities depository or any other contract that is determined by the Superintendent of Schools or the Chief Financial Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the Ancillary Bond Contracts) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. As a result of such delegation, the provisions of Section 2252.908 of the Texas Government Code, as amended, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Sec. 46.1(c).

SECTION 42: <u>Effective Date</u>. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this 19th day of December, 2018.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

INDEX TO EXHIBITS

Schedule I	Approval Certificate
Exhibit B	Purchase Contract
Exhibit C	Description of Annual Financial Information
Exhibit D	DTC Letter of Representations

SCHEDULE I

Approval Certificate

See Tab No.

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. ____

A-1

EXHIBIT B

Purchase Contract

See Tab No.

B-1

EXHIBIT C

Description of Annual Financial Information

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

2. Tables 1 through 6 and 8 through 14 in Appendix A of the Official Statement and in Appendix C attached to the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

C-1

EXHIBIT D

DTC Letter of Representations

See Tab No.

D-1



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Guaranteed Maximum Price (GMP) for Lake Travis Elementary School No.7

RECOMMENDED ACTION

Approve the proposed Guaranteed Maximum Price (GMP) for Lake Travis Elementary School No.7 for \$29,353,731 and authorize the Superintendent or his designee to negotiate and execute the GMP Amendment.

RATIONALE

Bartlett Cocke's Guaranteed Maximum Price (GMP) for Lake Travis Elementary School No.7 is \$29,353,731. This project includes the construction of the Elementary School, associated on and off-site utility construction, on site rainwater detention, rainwater collection, and artificial turf and fall zone at the playground. The GMP of \$29,353,731 is approximately \$1,566,731 more than the original budget of \$27,787,000 and reflects the cost of inflation on construction in the Austin area. This overage will be covered by budgeted bond contingency. Approval of this GMP is recommended.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Johnny Hill – Assistant Superintendent Robert Winovitch – Director of Facilities and Construction Angie Marsh-Director of Purchasing Amber King – General Counsel

ATTACHMENTS Final GMP Summary-12-6-18

MEETING DATE December 19, 2018

Bartlett Cocke General Contractors Lake Travis Independent School District Elementary School #7 December 6, 2018

GMP

	GMP	\$ 2	\$ 29,353,731					
	Accepted Cost Value Options	\$	(683,506)					
	GMP SubTotal \$	- \$	30,037,237					
	Owner	\$	500,000					
	Construction Manager	\$	300,372					
54	Contingencies							
	Structural Steel	\$	10,500					
	Structural Rebar	\$	6,000					
	Structural Concrete	\$	7,500					
	Allowances							
	CM Fee	\$	675,324					
	Bond	\$	219,669					
	General Liability	\$	165,205					
	Builders Risk Insurance	\$	27,034					
33	Utilities	\$	1,637,570					
	Exterior Improvements	\$	1,074,174					
	Earthwork	\$	2,383,993					
	Electronic Safety & Security	\$	202,311					
27	Communications	\$	903,267					
	Electrical	\$	2,196,975					
	HVAC	\$	3,164,012					
	Plumbing	\$	1,106,922					
	Fire Suppression	\$	280,440					
	Conveying Equipment	\$	74,176					
13	Special Construction - Fabric Shades	\$	58,603					
	Furnishings	\$	143,305					
10		\$	835,701					
10	Specialties	\$	199,727					
08	Finishes	\$	2,947,461					
07	Openings	\$	1,434,691					
	Thermal & Moisture Protection	\$	1,689,011					
	Woods and Plastics	\$	967,173					
	Structural Steel	\$	2,510,474					
03		\$	1,143,984					
	Concrete Work	\$	1,627,764					
	Demolition	\$	-					
01	General Conditions Division 01 Items	\$ \$	1,173,417 370,482					



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Utility Conveyance Agreement Between West Travis County Public Utility Agency and Lake Travis ISD Regarding Bee Cave Middle School

RECOMMENDED ACTION

Approve the utility conveyance agreement between West Travis County Public Utility Agency and Lake Travis ISD regarding Bee Cave Middle School, and authorize the Superintendent or designee with the authority to negotiate, execute and amend, as necessary, the agreement

RATIONALE

The PUA conditioned the provision of water and wastewater services to Bee Cave Middle School upon LTISD constructing certain water and wastewater facilities necessary to connect Bee Cave Middle School to the PUA's water and water systems and conveying these facilities to the PUA. LTISD has caused the construction of the facilities and now seeks to convey the facilities to the PUA. The Utility Conveyance Agreement is the PUA mandated form used to convey facilities to it. At its December 13th meeting, the PUA approved the execution of the Agreement. Upon the full execution of the Agreement and the delivery of documentation by the contractor, PUA staff will allow the installation of water and wastewater meters. Installation of the meters will allow the contractor to begin testing of the water and wastewater systems, which is a critical step in completing construction of Bee Cave Middle School. Therefore, the Administration recommends approval of the Agreement by the Board.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Robert Winovitch, Director of Facilities & Construction Johnny Hill, Assistant Superintendent for Business, Financial & Auxiliary Services Amber King, General Counsel

ATTACHMENTS Utility Conveyance Agreement

MEETING DATE December 19, 2018

UTILITY CONVEYANCE AGREEMENT BETWEEN WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

This Agreement is made and entered into as of the _____ day of ______, 20___, by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the "Agency"), and LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas, whose address is 3322 Ranch Road 620 S., Austin, TX 78738 (herein the "Seller").

RECITALS

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, the 136.059 acres of land on which Seller is currently constructing Middle School No. 3 and related educational facilities ("Middle School No. 3") within the Agency's service area.

2. The Agency conditioned the provision of water and wastewater services to Middle School No. 3 upon Seller constructing the water and wastewater facilities necessary to connect Middle School No. 3 to the Agency's water and water systems ("**Facilities**").

3. Seller has acquired or caused to be constructed the Facilities.

 Seller wishes to convey and Agency wishes to take title to the Facilities described in the attached <u>Exhibit "A"</u> so that the Agency can provide wholesale water to Lazy Nine MUD 1A for water retail service to Middle School No. 3 and retail wastewater service to Middle School No. 3.

AGREEMENT

For and in consideration of the above stated premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

- 1. <u>Definitions</u>.
 - (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

The fully executed first page the Subcontract between American Constructors and Allied Underground relating to Site Utilities work for Middle School No. 3 is attached hereto as **Exhibit "B"**.

(b) Facilities: The Facilities, constructed pursuant to the Construction Contracts, are more particularly described and depicted on <u>Exhibit "A"</u>, attached hereto and incorporated herein for all purposes.

2. <u>Sale and Purchase</u>. Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. <u>Assignment</u>. With respect to the Facilities, Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. <u>Representations by Seller</u>. Seller represents to Agency that:

 (a) <u>Title</u>. All of the Facilities covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) <u>Rights-of-Way, Easements, etc.</u> Seller represents and warrants that the Facilities are located within the following public utility easements as shown on recorded plats and easements granted to the Agency:

2

(i) Permanent Water Meter Easement executed by Seller and recorded in Document No. 2018016118, Official Public Records of Travis County, Texas;
(ii) Permanent Water Meter Easement executed by Meritage Homes of Texas and recorded in Document No. 2018052815, Official Public Records of Travis County, Texas; and

(iii) Permanent Wastewater Line Easement executed by Meritage Homes of Texas, LLC and recorded in Document No. 2013194793, Official Public Records of Travis County, Texas being a public utility easement used for a wastewater meter and wastewater line connecting to existing lift station.

(c) To the best of Seller's knowledge, said plats provide easements and rightsof-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection the Facilities are hereby transferred to Agency whether or not expressly described herein.

(d) <u>Possession</u>. Seller is in possession of the Facilities and Seller is not aware of any objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) <u>Legal Proceedings</u>. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the Facilities to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) <u>Known Defects</u>. To the best of Seller's knowledge, the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

3

(g) <u>Authorization</u>. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Trustees of the Lake Travis Independent School District Seller.

(h) <u>No Violation of Other Contracts</u>. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) "<u>Record" or "As-Built" Drawings and Engineer's Certificate</u>. Seller or its contractors have provided Agency with 3 complete sets of "record or as-built" drawings, autocad plans, GPS files noting the location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. <u>Plans and Specifications</u>. To the best of Seller's knowledge, the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. TO THE EXTENT ALLOWED BY LAW, SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. <u>Expenses</u>. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. <u>Further Assurances</u>. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and

4

vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. <u>Authority to Execute</u>. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. <u>Representations Survive Conveyance</u>. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. <u>Miscellaneous</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

[Signature pages begin on next page]

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By:

Scott Roberts, President Board of Directors

ATTEST:

_, Secretary

Board of Directors

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____day of ______, 20___, by Scott Roberts, President of the Board of Directors of West Travis County Public Utility Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

SELLER

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By: _____

Name: Brad Lancaster

Title: Superintendent

STATE OF TEXAS COUNTY OF TRAVIS

ş ş ş

This instrument was acknowledged before me on the ____ day of _____, 20__, by Brad Lancaster, superintendent of the Lake Travis Independent School District, on behalf of said school district.

Notary Public, State of Texas

Printed Name: ______ My Commission expires:

AFFIDAVIT AS TO NO LIENSSTATE OF TEXAS§COUNTIES OF TRAVIS AND HAYS§

BEFORE ME, the undersigned authority, on this day personally appeared Brad Lancaster, who, being by me first duly sworn, upon oath says:

"I am the Superintendent of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said school district's right, title, and interest in and to certain water and wastewater facilities and improvements constructed to serve property located within the Agency's service area.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefore, and there are no liens of any nature whatsoever against said facilities."

SELLER

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By:

Name: Brad Lancaster

Title: Superintendent

STATE OF TEXAS § S COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Brad Lancaster, superintendent of the Lake Travis Independent School District, on behalf of said school district.

Notary Public, State of Texas

Printed Name: _____ My Commission expires:

Description	Quantity	Unit
Water Meter (only)	1	EA
Water Meter Assembly with Bypass	1	EA
12" DI CL 250	30	LF
16" X 12" Tapping Sleeve with valve	1	EA
8' X 12' Meter Vault	1	EA
6" DI CL 250	20	LF
6" Gate Valve	3	EA
Encasement for Force Mains Steel Pipe	80	LF
2 Inch HDPE DR 9 Force Main	325	LF
3 Inch PVC SDR 21 Force Main	325	LF
2" Gate Valve	1	EA
3" Gate Valve	1	EA
4" Wastewater Manhole	1	EA
6" SDR 26 PVC Wastewater Line	13	LF
Wet Well Connection	1	LS
6' X 9' Meter Vault	1	EA
Waste Water Meter	1	EA
Electrical Controls, wiring and conduit	1	LS

EXHIBIT A – The Facilities

Job No. 913.000

Subcontract No.913.000-21S

EXHIBIT B

THIS AGREEMENT is made on the 3 day of JANUARY, 2018, by and between the Contractor and Subcontractor named below and is as follows:

Contractor:	AMERICAN CONSTRUCTORS (PH: 512/328-2026)
Address:	11900 West Parmer Lane, # 200, Cedar Park, TX 78613
Subcontractor:	ALLIED UNDERGROUND (PH: 512/355-9094)
Address:	P.O. Box 1732, Bertram, Texas 78605
Project:	LAKE TRAVIS ISD MIDDLE SCHOOL #3
Address:	5400 Vail Divide, Austin, Tx. 78738
Owner:	LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
Address:	3322 Ranch Road 620 South, Austin, Tx. 78738

A. SUBCONTRACT WORK

Provide all <u>SITE UTILITIES</u> work which is described in, or which is reasonably inferable from the Contract Documents and not limited by a specific section of the Plans and Specifications including furnishing of all supervision, shop and field labor, engineering and design, tools, equipment, materials and supplies necessary to perform the same.

B. SUBCONTRACT SUM

Contractor agrees to pay Subcontractor for the completion of the Work and the performance of this Subcontract the sum of: Three Million One Hundred Twelve Thousand Six Hundred and No/100 Dollars (\$3,112,600.00), subject to additions and/or deletions for changes agreed upon or to be determined as hereinafter provided. Partial progress payments will be made to the Subcontractor each month subject to the terms and conditions of this Subcontract, in the amount equal to ninety percent (90%) of the value, computed on the basis of the price set forth above, of that portion of the Work then complete, less the aggregate of previous payments.

All State Sales, Excise, and Use taxes required by law for the Work of this subcontract is included in the subcontract amount and will be paid directly by the subcontractor unless specifically noted otherwise in Section E Additional Provisions of this subcontract or work is exempt Pursuant to Section 151 of the Texas Tax Code. Even when the tax is exempted due to Work being performed on a project for a tax exempt entity, Section 151 of the Texas Tax Code still requires Texas State Sales, Excise and Use taxes to be paid by the subcontractor for certain goods and services.

C. BONDS

The requirements for Performance and Payment Bonds are hereby waived.

D. SUBCONTRACT GENERAL TERMS

The Subcontract General Terms dated July 4, 1990 are attached hereto and incorporated by reference into this Subcontract.

E. ADDITIONAL PROVISIONS

The Subcontract Work is further defined in the Additional Provisions which are attached hereto and made a part of this Subcontract.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents, and this Subcontract is not valid until both the Contractor and Subcontractor have executed this Subcontract.

NOTE INDEMNIFICATION Article II Paragraph 2.14

CONTRACTOR:

AMERICAN CO	NSTRUCTORS
Signature:	MATHIA
orginatary.	
Printed Name:	Martin A. Burger, CEC

Title:

SUBCONTRACTOR:

ALLIED UNDERGROUND

Signature: <u>Muand Muchats</u> Printed Name: <u>Leonard</u> Meredith

President Title:

RECEIVED FEB 2 1 2018

Revised 4/7/2017



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution to Adopt Rules for Accepting Electronic Bids or Proposals

RECOMMENDED ACTION

Adopt Resolution No. 12192018-01 regarding rules for accepting electronic bids or proposals.

RATIONALE

Section 44.0313 of the Texas Education Code and the District's CH(LOCAL) policy permit the district to receive bids or proposals for the purchasing of goods or services through electronic transmission if the Board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time. The district has recently implemented an eBidding system, and therefore recommends adoption of Resolution No. 12192018-01, which establishes procedures and rules to be followed when bids and proposals are submitted to the district electronically.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Angie Marsh, Director of Purchasing Johnny Hill, Assistant Superintendent for Business, Financial & Auxiliary Services Amber King, General Counsel

ATTACHMENTS

Resolution No. 12192018-01 - Rules for Accepting Electronic Bids or Proposals

MEETING DATE

December 19, 2018

RESOLUTION No. 12192018-01

RULES FOR ACCEPTING ELECTRONIC BIDS OR PROPOSALS

WHEREAS, Section 44.0313 of the Texas Education Code and the District's CH(LOCAL) policy permit a school district to receive bids or proposals through electronic transmission if the Board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lake Travis Independent School District establishes the following procedures to be followed when bids and proposals are submitted electronically:

- 1. Bids or proposals will be submitted the Lake Travis ISD through its secure eBidding system during the open bid period.
- 2. Interested vendors must register an account with the eBidding system and set up a unique user name and password. Upon registering, the interested vendor must acknowledge the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions. Interested vendors must also agree that only individuals with signature authority will submit a response. Registration further requires the interested vendor to accept additional terms and conditions.
- 3. Bids or proposals sent to an e-mail address will not be considered.
- 4. The eBidding system electronically notifies registered vendors of Lake Travis ISD bid opportunities that are relevant to their business and allows interested vendors to electronically submit their bids to the Lake Travis ISD Purchasing Department.
- 5. All notifications of bid opportunities will be sent to the e-mail address supplied by the vendor. In the event of a change in the vendor's e-mail address, contact person, address, phone, etc., the vendor is responsible for changing the information in the eBidding system.
- 6. Vendors interested in responding to a solicitation must submit a response online by logging in to their account and providing the required documentation.
- 7. All bid documents will remain unopened by the District until the scheduled date and time for opening all bids.
- 8. Electronic notification confirming receipt of the bid or proposal will be sent to the bidder's or proposer's designated e-mail.
- 9. The District will not be responsible for any delay of delivery, including delays related to email programs, servers, or acts of nature.

Adopted this 19th day of December, 2018, by the Lake Travis ISD Board of Trustees.

Kim Flasch, Board President

Bob Dorsett, Jr., Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2019-2020 Instructional Calendar

RECOMMENDED ACTION

Approve of the Lake Travis ISD 2019-2020 Instructional Calendar.

RATIONALE

The proposed calendar option was developed in coordination with the District's ACE Committee, ELT and campus staff input.

The key features include:

Labor Day, Columbus Day, Week of Thanksgiving, Two full weeks during Christmas Holidays, Martin Luther King, February Learning Together Conference, Spring Break, and Good Friday

First day with students is earlier than the 4th Monday in August (DOI) and the last day of school with students in May prior to Memorial Day. Ending the year in May allows for more time for planning for summer school and enrollment into college for the summer sessions. Grading periods and semesters are more equally distributed. Professional Development at the beginning, middle and end of the year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Elizabeth Deterra, Assistant Superintendent for Learning and Teaching Services Kathy Burbank, Director of Accountability & Achievement

ATTACHMENTS 2019-2020 Proposed Calendar

MEETING DATE December 19, 2018

2019/20 Calendar Proposal 8/14-5/22

July 2019														
Su	Мо	Tu	We	Th	Fr	Sa								
	1	2	3	4	5	6								
7	8	9	10	11	12	13								
14	15	16	17	18	19	20								
21	22	23	24	25	26	27								
28	29	30	31											

October 2019													
Su	Мо	Tu	We	Th	Fr	Sa							
		1	2	3	4	5							
6	7	8	9	10	11	12							
13	14	15	16	17	18	19							
20	21	22	23	24	25	26							
27	27 28		30	31									
		22			21	9240							

January 2020													
Su	Мо	Tu	We	Th	Fr	Sa							
			1	2	3	4							
5	6	7	8	9	10	11							
12	13	14	15	16	17	18							
19	20	21	22	23	24	25							
26	27	28	29	30	31								
		19			18	7920							

		10	1320										
April 2020													
Su	Мо	Tu	We	Th	Fr	Sa							
			1	2	3	4							
5	6	7	8	9	10	11							
12	13	14	15	16	17	18							
19	20	21	22	23	24	25							
26	27	28	29	30									

	August 2019														
Su	Мо	Tu	We	Th	Fr	Sa									
				1	2	3									
4	5	6	7	9	10										
11	12	13	14	15	16	17									
18	19	20	21	22	23	24									
25	26	27	28	29	30	31									
	18 13														
					4.0										

	November 2019												
Su	Мо	Fr	Sa										
					1	2							
3	4	5	6	7	8	9							
10	11	12	13	14	15	16							
17	18	19	20	21	22	23							
24	25	26	27	28	29	30							
		16			16	7040							
	Fe	ebru	lary	202	20								
Su	Мо	Tu	We	Th	Fr	Sa							
						1							
2	3	4	5	6	78								
		-											

9			Sel	prei	inne	1 20					
Fr	Sa	Su	Мо	Tu	We	Th					
2	3	1	2	3	4	5					
9	10	8	9	10	11	12					
16	17	15	16	17	18	19					
23	24	22	23	24	25	26					
30	31	29	30								
13 5720		20									
19			De	cen	nbe	r 20					
Fr	Sa	Su	Мо	Tu	We	Th					
1	2	1	2	3	4	5					
8	9	8	9	10	11	12					
15	16	15	16	17	18	19					
22	23	22	23	24	25	26					
29	30	29	30	31							
16	7040	15									
20		March 202									
Fr	Sa	Su	Мо	Tu	We	Th					
	1	1	2	3	4	5					
7	8	8	9	10	11	12					
14	15	15	16	17	18	19					
21	22	22	23	24	25	26					
28	29	29	30	31							
18	7920			17							
				Jur	ie 2	020					
Fr	Sa	Su	Мо	Tu	We	Th					
1	2		1	2	3	4					

September 2019

Fr

6 7

13 14

20 21

27 28

Sa

The cell that is at the end of the Month under Tuesday is the total number of Staff days for the month and the cell that is at the end of the Month under Friday is for putting the total number of Student days for the month. The cell under Saturday is the number of instructional minutes based on the student days for the month times 440.

										18		•	13	5720	•			20	•		20	8800	-
	0	cto	ber	201	9				No	ver	nbe	r 20)19				De	cer	nbe	r 20	19		
Su	Мо	Tu	We	Th	Fr	Sa		Su	Мо	Tu	We	Th	Fr	Sa		Su	Мо	Tu	We	Th	Fr	Sa	First day of school and last
		1	2	3	4	5							1	2		1	2	3	4	5	6	7	day of school are bright neon green (last day number vs
6	7	8	9	10	11	12		3	4	5	6	7	8	9		8	9	10	11	12	13	14	
13	14	15	16	17	18	19		10	11	12	13	14	15	16		15	16	17	18	19	20	21	
20	21	22	23	24	25	26		17	18	19	20	21	22	23		22	23	24	25	26	27	28	Staff PD/Student Holiday are
27	28	29	30	31				24	25	26	27	28	29	30		29	30	31					light blue and italicized.
	1	22			21	9240				16			16	7040	1			15	1		15	6600	1
	Ja	anu	ary	202	20				Fe	ebru	lary	202	20					Mar	ch 2	2020)		Early Release Days are purple.
Su	Мо	I		1		Sa		Su	Мо	r	We	Th	1	Sa		Su	Мо	Tu	We	Th	Fr	Sa	
			1	2	3	4								1		1	2	3	4	5	6	7	
5	6	7	8	9	10	11		2	3	4	5	6	7	8		8	9	10	11	12	13	14	
12	13	14	15	16	17	18		9	10	11	12	13	14	15		15	16	17	18	19	20	21	
19	20	21	22	23	24	25		16	17	18	19	20	21	22		22	23	24	25	26	27	28	-
26	27	28	29	30	31			23	24	25	26	27	28	29		29	30	31					
		19			18	7920				20			18	7920	_			17			17	7480	_
		April 2020							May 2020							Jur	ne 2	020					
Su	Мо	Tu	We	Th	Fr	Sa		Su	Мо	Tu	We	Th	Fr	Sa		Su	Мо	Tu	We	Th	Fr	Sa	
			1	2	3	4							1	2			1	2	3	4	5	6	May 22 would be a make up STAAR Day (unless online for
5	6	7	8	9	10	11		3	4	5	6	7	8	9		7	8	9	10	11	12	13	3-8), Early Release and last day of school
12	13	14	15	16	17	18		10	11	12	13	14	15	16		14	15	16	17	18	19	20	
19	20	21	22	23	24	25		17	18	19	20	21	22	23		21	22	23	24	25	26	27	
26	27	28	29	30				24	25	26	27	28	29	30		28	29	30					
								31															
		21			21	9240				19			16	7040				0			0	0	
Thu	Jul 4, 2	2019		Indep	pende	nce Da	ay	Mon	Nov 1	1, 20	19	Vete	rans D	Day	Wed	d Jan 1	, 2020)	New	Year's	s Day		
Mon	Sep 2	2, 2019	9	Labo	or Day			Thur	Nov 2	28, 20	19	Than	ıksgivi	ng	Mor	n Jan 2	0, 202	20			ing D	ay	
Mon	Oct 14	'	9	Colu	mbus	Day			Dec 2	,			stmas	Day		n Feb 1			Presi		-		
	STA	٩R						Mar '	16-20	Sprin	ng Bre	ak UT	-		Mor	n May 2	25, 202	20	Mem	orial [Day		
175	Stud	lent Г)avs	187	Теа	cher D	avs	Rea	uired	187 f	or Te	ache	rs										
	7000		•	101		1400	-				00 for												
	Minu			ay										ly/24) mir	nutes i	nstru	ction					
										-	-					s at 11							

840 minutes banked for BW 400 minutes early release 160 minutes extra

Secondary - Early Release School Ends at 12:50



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Minutes of the November 14, 2018 Regular Board Meeting

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 Ami Tobin, Administrative Assistant to Superintendent

ATTACHMENTS Minutes from November 14, 2018 Board Meeting

MEETING DATE December 19, 2018

Minutes of Board Meeting The Board of Trustees Lake Travis Independent School District

A meeting of the Board of Trustees of the Lake Travis Independent School District was held November 14, 2018 at 6:00 p.m. the Educational Development Center, Live Oak Room, 607 Ranch Road 620 North, Austin, Texas 78734.

Call To Order

President Kim Flasch called the meeting to order at 6:03 p.m.

Quorum Determination

Trustees in attendance were Lauren White, John Aoueille, Kim Flasch, Guy Clayton, William Beard and Jessica Putonti. Trustee Bob Dorsett was absent.

Pledge of Allegiance and Moment of Silence

Lake Travis High School Student, Elise Jordan led the Pledge of Allegiance and the Texas Pledge. A moment of silence was then observed.

Recognitions

Future Administrator Academy Participants
 Deputy Superintendent Holly Morris-Kuentz introduced the 2018-2019 FALA Participants:

Joy Crenshaw, Lakeway Elementary School Choi Hicks, West Cypress Hills Elementary School Laura Keogh, Hudson Bend Middle School Michael Lowe, Lake Travis High School Kim Oren, Lake Travis Middle School Sheri Remore, Lake Travis High School

Lake Travis High School Team Tennis 2018 State Tournament

Director of Communications, Marco Alvarado recognized to Lake Travis High School Tennis Team for finishing its season with a semifinal appearance at the UIL 2018 Team Tennis State Tournament.

Audience Comments

There were no audience comments.

Information Items

 October 2018 Monthly Financial Report - Statement of Revenue and Expenditures, Balance Sheet, Tax Statement, 2012 Capital Projects Report, and 2018 Capital Projects Report

Mr. Johnny Hill, LTISD Assistant Superintendent for Business, Financial and Auxiliary Services presented the following documents:

- 1.) Statement of Income and Expenditures October 2018
- 2.) Balance Sheet October 2018
- 3.) Tax Statement October 2018
- 4.) 2012 Capital Projects Report October 2018
- 5.) 2018 Capital Projects Report October 2018

This item was for information only; no action was requested.

The following item was taken out of order from the agenda:

 Lake Travis Independent School District's Annual Financial Report or the Fiscal Year Ended August 31, 2018

Mr. Hill introduced representatives from Maxwell, Locke & Ritter, LLP who provided an overview of the 2017-2018 fiscal year audit report.

A MOTION was made by Trustee John Aoueille and seconded by Trustee Guy Clayton to approve the Annual Financial Report for the fiscal year ended August 31, 2018. The motion passed 6-0.

Presentation/Discussion Items

• An order by the Board of Trustees of the Lake Travis Independent School District authorizing the issuance of its unlimited tax school building bonds in one or more series; levying a continuing direct annual ad valorem tax for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds, including the approval and distribution of one or more official statements pertaining thereto; authorizing the execution of a paying agent/registrar agreement and a purchase contract; complying with the letter of representation on file with the depository trust company; delegating the authority to certain members of the board of trustees and district staff to approve and execute certain documents relating to the sale of the bonds; and providing an effective date

Mr. Hill explained the District has the opportunity to efficiently manage its November 7, 2017 bond authorization by breaking down its bond capacity into multiple bond issuances. The district's administration requests the above mentioned parameter's resolution authorizing the issuance of an amount not to exceed \$100 million of fixed rate, unlimited tax school building bonds. Mr. Dusty Traylor with RBC Capital Markets was present to discuss the financial ramifications of this issuance and answer any questions or concerns.

This item was for discussion only; action will be requested at the December 19, 2018 Board Meeting.

Resolution to Adopt Rules for Accepting Electronic Bids or Proposals

Lake Travis ISD General Counsel, Amber King, recommended the adoption of Resolution No. 12192018-01 which establishes procedures and rules to be followed when bids and proposals are submitted to the district electronically.

This item was for discussion only; action will be requested at the December 19, 2018 Board Meeting.

Technology Bond Expenditure Report

Executive Director for Technology and Information Services Chris Woehl gave an update on expenditures for technology that include wireless network equipment upgrades and wireless switching equipment upgrades were purchased for Hudson Bend Middle School, Lake Travis Middle School, and Lake Travis High School. In addition, the wired and wireless network infrastructure equipment were purchased to equip the new Bee Cave Middle School.

This item was for discussion only; no action was requested.

2018-2019 District and Campus Improvement Plan Goals and Performance Objectives
 Assistant Superintendent, Ms. Elizabeth Deterra and Ms. Kathy Burbank, Director of Accountability and
 Achievement presented the 2018-2019 District Improvement Plan Goals and Performance Objectives and
 Campus Improvement Plan Goals.

This item was for discussion only; action will be requested at the December 19, 2018 Board Meeting.

2019-2020 Instructional Calendar

Ms. Deterra and Ms. Burbank revealed a draft 2018-2020 instructional calendar.

This item was for discussion only; action will be requested at the December 19, 2018 Board Meeting.

Consideration Items

2018-2019 Budget Amendment #1 – General Operating Fund
 Mr. Hill reported the operating budget need to be amended to reflect the lower than expected student growth for 2018-2019.

A MOTION was made by Trustee Lauren White and seconded by Trustee William Beard to approve the 2018-2019 Budget Amendment to the General Operating Fund as presented. The motion passed 6-0

Justification for Best Value to the District on Architect and Engineering Services

Mr. Winovitch stated Lake Travis ISD will be entering into contracts with the firms indicated. Administration will be requesting the Superintendent or Designee be given authority to negotiate, execute and amend, as necessary, the contracts. The recommendation for the selection of Fields & Associates, Inc., Haddon-Cowan Architects, O'Connell Robertson Architects and Pfluger Architects, Inc. is based upon their demonstrated competence and qualifications to perform the architectural/engineering services for these projects

A MOTION was made by Trustee William Beard and seconded by Trustee Guy Clayton to Authorize the Superintendent or his designee authority to negotiate, execute and amend, as necessary, the Architect and Engineering Services contracts with Fields & Associates, Inc., Haddon-Cowan Architects, O'Connell Robertson Architects and Pfluger Architects, Inc. for the 2018-2019 Bond Projects, as presented. The motion passed 6-0.

2018 Bond Program Delivery Method – 2018-2019 Projects

Mr. Winovitch reported, 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. Each delivery method has been evaluated and partnered with upcoming projects to provide best value to the district. Attached is a list of upcoming projects, including recommended delivery method.

A MOTION was made by Trustee William Beard and seconded by Trustee Jessica Putonti to approve the following delivery methods for the 2018-2019 Bond Projects:

Construction Manager at Risk (CMR)

- Lake Travis High School, Hudson Bend Middle School and Maintenance Department Projects
- Bee Cave Elementary and Lakeway Elementary Projects
- Lake Travis Elementary and Lake Pointe Elementary Projects
- District Support Services Projects

Job Order Contract (JOC)

- Lake Travis Middle School Projects
- Portable Buildings Projects

Competitive Sealed Proposal (CSP)

• District Irrigation Replacement Project

The motion passed 6-0

• Easement Agreement between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's Land Located on Reimers Peacock Road Mr. Winovitch announced Cypress Ranch Water Control and Improvement District No. 1 provides water and wastewater services and maintains drainage facilities for the West Cypress Hills development. The parties now desire to enter into a comprehensive easement agreement. The agreement would grant to WCID perpetual, non-exclusive emergency access easements upon, over, through and across the District's property for the purpose of ingress and egress of emergency vehicles. The agreement would grant to the District a perpetual, non-exclusive access easement upon, over, through and across WCID's property for the purpose of installing a driveway providing pedestrian and vehicular ingress and egress from Cypress Ranch Boulevard to the District's property. Finally, WCID already holds a permanent twenty foot (20') wide easement for the construction, operation, maintenance and replacement of a water transmission line, and an adjacent twenty foot (20') wide temporary construction easement on the District's property.

A MOTION was made by Trustee Jessica Putonti and seconded by Trustee William Beard to approve the easement agreement between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's land located on Reimers-Peacock Road, and authorize the Superintendent or designee with the authority to negotiate, execute and amend, as necessary, the easement agreement. The motion passed 6-0.

 Permanent Raw Water Line Easement Agreement Between Lake Travis and West Travis County Public Utility Agency for Lake Pointe Elementary School

Mr. Winovitch stated the Administration recommends approval of the granting and execution of a permanent, exclusive and irrevocable easement to WTCPUA upon, in, over, under, along and across a certain section of the district's land located at the Lake Pointe Elementary site for the purposes of constructing, installing, operating, repairing, maintaining, replacing, upgrading and other activities related to an underground waterline and related facilities and equipment.

A MOTION was made by Trustee John Aoueille and seconded by Trustee William to approve the granting of a Permanent Raw Water Line Easement between Lake Travis ISD and West Travis County Public Utility Agency for Lake Pointe Elementary and authorize the Superintendent or designee to negotiate, execute and amend, as necessary the easement agreement. The motion passed 6-0.

TASB Policy Update 111
BBD (LOCAL) - Board Members - Training and Orientation
CAA (LOCAL) - Fiscal Management Goals and Objectives - Financial Ethics
CJA (LOCAL) - Contracted Services - Criminal History
DEA (LOCAL) - Compensation and Benefits - Compensation Plan
DHE (LOCAL) - Employee Standards of Conduct - Searches and Alcohol/Drug Testing
DI (LOCAL) - Employee Welfare
FEA (LOCAL) - Attendance - Compulsory Attendance
Ms. King presented the TASB Policy Update 111 recommendations.

A MOTION was made by Trustee John Aouille and seconded by Trustee William Beard to approve TASB Policy Update 111 Affecting Local Policies as listed and discussed. The motion passed 6-0.

 Local Policy Update FFAC (Local) – Wellness and Health Services: Medical Treatment Ms. King presented policy changes reflecting new regulations regarding medical treatment as it pertains to epinephrine auto-injectors (epi-pens).

A MOTION was made by Trustee John Aoueille and seconded by Trustee William Beard to approve the policy update to local policy FFAC. The motion passed 6-0

2018-2019 T-TESS Appraisal Calendar and Appraisal Roster
 Ms. Murphy presented an updated T-TESS Appraisal Calendar and Roster.

A MOTION was made by Trustee William Beard and seconded by Trustee Jessica Putonti to approve the appraisal calendar and roster of T-TESS certified administrators. The motion passed 6-0

Consent Agenda

Minutes of October 17, 2018 Board Meeting

A MOTION was made by Trustee William Beard and seconded by Trustee John Aoueille to approve the consent agenda as presented. The motion passed by a vote of 6-0.

Upcoming Meetings and Events

President Kim Flasch announced the following upcoming meetings and events:

December 19, 2018 – 6:00 p.m. – Monthly Board Meeting, EDC January 16, 2019 – 6:00 p.m. – Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 7:22 p.m. as permitted by the Texas Government Code Section 551.001 et. seq

Section 551.074 - Personnel Matters

1. The Board discussed the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials, as permitted under section 551.071.

Section 551.071 - Consultation with Attorney

1. The Board discussed and received legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).

Section 551.0821 – School Board: Personally Identifiable Information About a Public School Student

1. The Board discussed 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.

Open Session

Trustees returned from Closed Session at 8:45 p.m. No action was taken.

Adjournment

There being no further action, the November 14, 2018 Board of Trustees' meeting adjourned at 8:45 p.m.

Kim Flasch, President

Bob Dorsett, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2018-2019 District and Campus Improvement Plan Goals and Performance Objectives

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

The 2018-2019 District and Campus Improvement Plans (DIP/CIP) will be presented for Board review. The improvement plans represents the annual goals and performance objectives for the school year, and focuses on student performance and other core performance functions.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL Elizabeth Deterra, Assistant Superintendent for Learning & Teaching

ATTACHMENTS 2018-2019 District and Campus Improvement Plans

MEETING DATE December 19, 2018

Lake Travis Independent School District District Improvement Plan 2018-2019 Improvement Plan

Accountability Rating: A



Public Presentation Date: November 15, 2018

District #227913 November 6, 2018 5:56 pm

Mission Statement

The mission of the Lake Travis ISD is to educate all students by teaching a comprehensive curriculum which emphasizes scholastic excellence. The District will serve as a model of educational excellence by making use of the combined skills of students, teachers, support staff, involved parents and citizens through the efficient use of resources. Our graduates will have lifelong problem-solving skills. They will understand that responsibilities accompany the privileges of citizenship and will have the foundation to be successful in their chosen endeavors.

Learn Together, Lead Together

Learner-Centric Model

Pillar 1: Learning is Social #LearningTogether

Learning engages community.

<u>Outcome:</u> Learners intentionally develop meaningful and healthy relationships and partnerships with the larger learning community. <u>Essential Conditions:</u> LTISD creates and continuously improves structures supporting reciprocal partnerships among school, family, and community. Educators provide real-world opportunities through school experiences, community engagement, field investigation, and career exploration.

Pillar 2: Learning is Inspiring #DesignThinking

Learning sparks authentic solutions.

<u>Outcome:</u> Learners embrace a growth mindset, view challenges and failures as opportunities to improve and share their love of learning. <u>Essential Conditions:</u> LTISD provides personal connections and challenges for all learners to apply a deeper understanding of relevant and authentic problems. Learning is deepened and reinforced through collaborative work. Educators design authentic learning experiences that enable learners to apply knowledge and skills to demonstrate mastery to appropriate audiences.

106

Pillar 3: Learning is Dynamic *#Twenty4Seven*

Learning continues anytime and anywhere.

Outcome: Learners strategically manipulate time, space and resources to optimize learning.

Essential Conditions: LTISD supports the design of flexible learning resources for personalized learning through leveraging time, space, and instructional strategies that are flexible based on the needs of the learner. Educators utilize technology platforms to support blended, virtual, and face-to-face experiences personalized for the learner.

Pillar 4: Learning is Empowering #LifeReady

Learning fosters a growth mindset and socio-emotional independence.

Outcome: Learners capitalize on multiple opportunities, choosing both how they learn and how they demonstrate mastery.

Essential Conditions: LTISD equips all learners to view challenges as opportunities and failure as learning. Learners develop habits of persistence, resilience, and grit as they take risks to make connections in real life situations. Educators model a growth mindset by helping learners work through a self-directed learning cycle of establishing habits, planning their process, learning new information, showing their learning and reflecting on the process. Educators utilize resources and tools to promote social and emotional development.

Goals

Goal 1: Student Achievement:

Increase academic achievement for all learners while closing the gap between student populations in pursuit of masters performance using research-based best practices.

Performance Objective 1: 90% of all students (by grade, by subject, and by all grades tested in all student populations) will meet the Approaches Grade Level standard in the state assessment system, STAAR (State of Texas Assessment of Academic Readiness) and 50% of all students will meet Masters Grade Level standard.

Performance Objective 2: 90% of students will show academic growth (Math/Reading) from the previous year as measured by multiple data sources.

Goal 2: Community Investment and Support: Welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District.

Performance Objective 1: Increase dissemination and engagement across district communication channels, including the website, social media and the District app.

Performance Objective 2: Continue financial responsibility and transparency while utilizing demographic data to produce high academic achievement while also maintaining cost-effective operations (maintenance, transportation, facilities, purchasing, and food service).

Goal 3: Curriculum and Instruction:

Develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: All District and Campus leaders as members of the Learning & Teaching Campus Leadership PLC will focus on the implementation of the Learner-Centric Model and design the Learner Profile.

Performance Objective 2: All teachers will participate in interconnected experiences and professional learning (Campus-Based Professional Learning, Authentic Learning Experience training, Authentic Assessment training, Learning Together Conference, etc.) that introduce and reinforce the Learner-Centric Model.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

At all campuses and District facilities, provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: Develop and implement crisis protocol including suicide and threat assessment.

Performance Objective 2: 100% of campus administrators will follow the District Student Code of Conduct, Chapter37 Discipline Chart, Investigation forms and PEIMS Coding in order to proactively address discipline concerns.

Performance Objective 3: 100% participation by each campus in lessons and activities that support principles of democracy, including patriotic celebrations.

Goal 5: College and Career Readiness (P-16): Design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: Increase by 5% the number of students selecting to enroll in rigorous learning experiences including Dual enrollment (OnRamps), Dual credit, Advanced Placement, and CTE pathways leading to industry certification.

108

Performance Objective 2: Increase student achievement in designated areas of college, career, and military readiness (CCMR) in a minimum of 4 possible indicators to achieve 90% in CCMR rate.

Performance Objective 3: Develop and implement a social & emotional learning (SEL) framework and curriculum to foster college career and life ready skills.

Goal 6: Highest Quality Staff: Recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: Continue to recruit and hire high quality and fully certified faculty and staff.

Performance Objective 2: Increase employee retention rates.

Lake Travis Independent School District Lake Travis High School 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations:

Academic Achievement in English Language Arts/Reading Academic Achievement in Science



Goal 1: Student Achievement:

Lake Travis High School will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: 85% of all students will be at GL Standard or above in all subjects standard

Performance Objective 2: 75% of all students will be at GL standard or above in Algebra I

Performance Objective 3: 30% of all economically disadvantaged students will be at the Masters GL standard in all subjects

Goal 2: Community Investment and Support:

Lake Travis High School will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: LTHS will utilize existing communication platforms to provide parents opportunities to become involved at LTHS.

Performance Objective 2: Increase the formal and informal ways for parents to become involved at LTHS.

Performance Objective 3: Create a mentoring program that specifically meets the needs of our at-risk student groups.

Goal 3: Curriculum & Instruction:

Lake Travis High School will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: All content academic teams will develop a functioning PLC.

Performance Objective 2: 75% of teachers will incorporate LCM into their lesson planning and guides.

Performance Objective 3: Each academic team will have a vertical alignment track that reflects the skills learned for each academic discipline.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order):

110

Lake Travis High School will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: The number of viable tips by students and parents will increase by 10%

Performance Objective 2: LTHS will develop a comprehensive safety plan for lockdowns.

Performance Objective 3: Decrease the number of discretionary placements to DAEP by 25% for all student groups.

Goal 5: College and Career Readiness (P-16):

Lake Travis High School will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: Increase the 4 year, 5 year and 6 year graduation rates by 2% in all student groups.

Performance Objective 2: AP results will have 75% of examinees meeting = 3+ on exam score criterion

Performance Objective 3: 100% of all students enrolled in AP classes will take the AP exam.

Performance Objective 4: 95% of LTHS students will have met the Texas Success Initiative (TSI) Higher Education Readiness.

Performance Objective 5: 90% of the class of 2019 will have taken the SAT or ACT tests.

Performance Objective 6: 85% of students enrolled in dual credit will earn credit.

Goal 6: Highest Quality Staff: Lake Travis High School will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: A staff handbook will be developed and revised each year.

Performance Objective 2: At least 50% of this staff development for teachers will be led by fellow teachers.

Performance Objective 3: New teacher mentoring program will be developed by teachers.

111

Lake Travis Independent School District Lake Travis Middle School 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations: Academic Achievement in Social Studies



Goal 1: Student Achievement:

Lake Travis Middle School will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: The percentage of students reaching "Meets" standards in each grade level will increase a minimum of 5% on the State Assessment of Academic Readiness (STAAR) in reading, writing, and mathematics.

Performance Objective 2: The percentage of students reaching "Masters" standards in each grade level will be no less than 30% and will increase a minimum of 5% on the State Assessment of Academic Readiness (STAAR) in reading, writing, and mathematics.

Performance Objective 3: The percentage of students reaching "Approaches" grade level standards will increase a minimum of 15% on the State Assessment of Academic Readiness (STAAR) in reading, writing, and mathematics for students in the subpopulation of special education, English language learners, and/or economically disadvantaged.

Goal 2: Community Investment and Support:

Lake Travis Middle School will welcome, inform and engage students, parents, and the community regarding the $\vec{\omega}$ educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: Provide at least three opportunities per semester for parents to engage in activities focused on the campus' educational priorities, initiatives, and challenges.

Performance Objective 2: Provide weekly communication with parents regarding instructional goals, academic progress, and/or campus information.

Performance Objective 3: Provide opportunities each month for parents to volunteer to support educational, extracurricular, and daily campus activities.

Goal 3: Curriculum and Instruction:

Lake Travis Middle School will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: All lesson plans and instruction will be aligned with the District Year-at-a-Glance (YAG), Texas Essential Knowledge and Skills and contain evidence of the pillars in the Learner Centric Model.

Performance Objective 2: Content teams will meet twice a week to collaboratively plan lessons and student learning outcomes based on the four essential questions of a professional learning community - What do we expect our students to learn? How will we know they are learning? How will we respond if they don't learn? How will we respond if they already know it?

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Lake Travis Middle School will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: All students will participate in social emotional learning activities designed to promote positive behavior, quality peer interactions, academic achievement, and healthier life choices.

Performance Objective 2: Develop systemic practices that promote highlighting student success in academics, behavior, and extracurricular activities.

Performance Objective 3: Decrease the number of discipline referrals sent to the assistant principals office by 5% for each grade level.

Goal 5: College and Career Readiness (P-16)

Lake Travis Middle School will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: All students will participate in curriculum, electives, organizations, extracurricular opportunities, activities, and/or leadership groups to develop knowledge and skills necessary for post graduation.

Goal 6: Highest Quality Staff Lake Travis Middle School will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: Utilize a collaborative hiring process to find the highest quality staff for all open positions.

Performance Objective 2: Provide opportunities for all staff to serve on a committee focused on instructional practices, student success, and/or campus culture.

Performance Objective 3: Provide relevant professional development opportunities for all teachers that support the campus and district goals.

114

Lake Travis Independent School District Hudson Bend Middle School 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations:

Academic Achievement in English Language Arts/Reading Academic Achievement in Science Academic Achievement in Social Studies Top 25 Percent: Comparative Academic Growth Top 25 Percent: Comparative Closing the Gaps Postsecondary Readiness



Goal 1: Student Achievement:

Hudson Bend Middle School will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: During the 2018-19 school year, staff will use consistent/common strategies and assessments to write across the curriculum. Students will increase their writing scores to a campus overall score of 92% on STAAR with 75% of students to meet or exceed the growth measure.

Performance Objective 2: During the 2018-19 school year, staff will use cross curricular systemic processes to increase students' math performance on STAAR. Students will increase their math scores to a campus score of 96% on STAAR including 75% of students to meet or exceed the growth measure.

Performance Objective 3: During the 2018-19 school year, Hudson Bend will close the achievement gap by 10% between individual student groups (Sped, ELL, and Eco Dis) and all students' scores at Approaches Grade Level on STAAR.

Performance Objective 4: Provide training and support for teachers with various researched based instructional strategies to address the unique academic needs of special education in Reading and Writing:

116

Goal 2: Community Investment and Support:

Hudson Bend Middle School will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: All students and staff will participate in the Day of Service on November, 16, 2018.

Performance Objective 2: During the 2018-19 school year, the campus will raise the average daily attendance rate to 98%.

Performance Objective 3: Every teacher will continue to use and improve Schoology LMS in classrooms to provide two-way communication and access to digital learning resources for students and parents.

Goal 3: Curriculum:

Hudson Bend Middle School will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: During the 2018-19 school year, 100% of staff will participate in professional development to reach teacher set goals in T-TESS/LT-TESS that focus on classroom instruction and student growth.

Performance Objective 2: During the 2018-19 school year, content PLC teams will work consistently to use summative data from 2017-18 to identify the TEKS most struggled with, unpack these hard to reach/teach TEKS, and develop common formative assessments to track student growth.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Hudson Bend Middle School will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: Throughout the 2018-19 school year, 100 % of students will participate in weekly Second Step lessons developed for the purpose of targeting student social emotional learning and development.

Performance Objective 2: During the 2018-19 school year, student groups (ELL and Sped) will have a decrease in referrals by 10% from the previous school year.

Goal 5: College and Career Readiness (P-16)

Hudson Bend Middle School will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: During the 2018-19 school year, 100% of students will have equitable exposure to a wide range of extracurricular and enrichment opportunities that build leadership, nurture talents and interests, and increase engagement with school.

Goal 6: Highest Quality Staff Hudson Bend Middle School will recruit, hire, develop, and retain the highest quality faculty and staff.

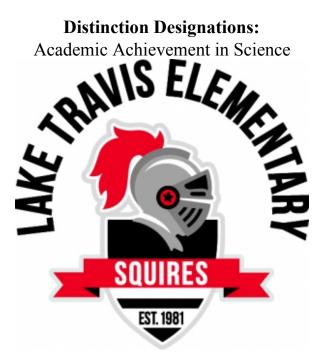
Performance Objective 1: During the 2018-19 school year, HBMS will continue to exemplify the characteristics of a Texas School to Watch.

Performance Objective 2: All staff will participate in two or more professional development / school climate opportunities during the 2018-19 school year.

117

Lake Travis Independent School District Lake Travis Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard



Goal 1: Student Achievement:

Lake Travis Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: LTE will improve Reading, Writing, Math and Science performance for all students in each student group by 3 percentile points each year for the next three years.

Performance Objective 2: LTE will increase the percentage of students who Meet and Master objectives on the STAAR by 3% annually in the areas of Reading, Writing, Math and Science.

Performance Objective 3: LTE will decrease the achievement gap in reading and math between low SES and non-low SES students by 10 points as measured by the STAAR Summary Report.

Goal 2: Community Investment and Support:

Lake Travis Elementary will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: LTE will provide at least 4 events throughout the year that will welcome, inform and engage students, parents, and the community regarding education priorities, processes, initiatives, and challenges of the campus.

Performance Objective 2: LTE will provide all parent communication (including fliers, newsletters, and meetings) in both English and Spanish.

Goal 3: Curriculum and Instruction:

Lake Travis Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: All teachers will participate in professional development focused on the Learner Centric Model and will implement components of the LCM in at least two lesson cycles.

Performance Objective 2: Dual Language teachers will implement the Gomez and Gomez one way dual language program model with fidelity.

Performance Objective 3: LTE will implement a planning protocol for collaborative planning for math and reading that utilizes assessment data (such

as previous year STAAR data, MAP data, and interim assessment data) to aid in design of differentiated instruction.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Lake Travis Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: LTE will support Tier 1 social and emotional learning in all classrooms.

Performance Objective 2: LTE will implement CHAMPS as a campus wide Tier 1 behavior support system

Performance Objective 3: LTE will implement a Tier 2 behavior support system, CREW, to help students build relationships with staff and receive positive feedback throughout the day.

Performance Objective 4: LTE will support and encourage members of Student Council to participate in service projects throughout the year.

Goal 5: College and Career Readiness (P-16):

Lake Travis Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: LTE will increase awareness among students regarding career and college opportunities through real life experiences provided via lessons designed around the learner centric model "Learning is Social".

Performance Objective 2: All students will participate in guidance counseling lessons and opportunities to learn healthy strategies from the guidance counselor.

Goal 6: Highest Quality Staff: Lake Travis Elementary will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: LTE will explore ways and opportunities for recruiting and retaining high quality dual language teachers.

Lake Travis Independent School District Lakeway Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations: Top 25 Percent: Comparative Closing the Gaps LAKEWAY ELEMENTARY



MUSTANG COUNTRY

Goal 1: Student Achievement:

Lakeway Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: 85% of all students (by grade, by subject, and by all grades tested in all student populations) will meet the passing standard in the state assessment system, STAAR (State of Texas Assessment of Academic Readiness)

Performance Objective 2: 50% of all students will meet the standard to demonstrate Masters on the STAAR Assessment (all subjects, all grades).

Performance Objective 3: Communicate and address the number / percentage of students with chronic absence at Lakeway with teachers, students and parents.

Performance Objective 4: Identify and address students with low math growth rate

Performance Objective 5: Reduce the growth gap between low and high SES students by 3% in reading and math as measured by E3 data

Goal 2: Community Investment and Support:

Lakeway Elementary will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: The Mustang Dad's program will expand its service opportunities utilizing the volunteer practices of the Watch Dogs program. Our goal will be for 30% of our fathers and male role models to participate.

Performance Objective 2: The Owleus Bully Prevention program will be expanded to include and inform parents of the rules, procedures for conflict resolution, and preventative strategies at home. Our goal is for 100 parents to attend one of the two programs.

Goal 3: Curriculum & Instruction:

Lakeway Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: 100% of the LTISD curriculum elements will be implemented campus-wide including Year at a Glance and Vertical Alignment documents.

Lakeway Elementary Generated by Plan4Learning.com **Performance Objective 2:** Lakeway Elementary will host three family events for our Mustang community with a goal of 40% participation of parents at each event.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Lakeway Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: 100% adherence to the Student Code of Conduct, including rules related to bullying.

Performance Objective 2: 100% of staff wear District identification.

Performance Objective 3: 100% use of the visitor management procedure.

Performance Objective 4: 100% participation by each classroom in lessons and activities that support principles of democracy, including patriotic celebrations

Goal 5: College and Career Readiness

Lakeway Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: Lakeway Elementary will conduct a career day for students.

Performance Objective 2: Students in fifth grade will become familiar with how writing essays may pertain to college entrance and employment.

Goal 6: Highest Quality Staff Lakeway Elementary will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: 100% of LTISD teachers and instructional aides on each campus will possess appropriate certification pending DOI.

Performance Objective 2: 100% participation in District and Campus Professional Development

Performance Objective 3: 5 staff members will present at the the district's Learning Together Conference.

Lake Travis Independent School District Bee Cave Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard



Goal 1: Student Achievement:

Bee Cave Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: Increase percentage of students meeting grade level standard or above on all tested STAAR content areas for 3rd-5th grades to 93%. (2017 - 91%, 2018 - 91%)

Performance Objective 2: 42% of all students will achieve Masters level for the STAAR Assessment in all tested content areas for 3rd-5th grades. (2017 - 39%, 2018 - 40%)

Performance Objective 3: Increase School Progress Measure to a minimum of 90 out of 100, increasing the number of students meeting or exceeding progress on STAAR in all tested content areas for 3rd-5th grades. (2018 - 79 out of 100)

Goal 2: Community Investment and Support:

Bee Cave Elementary will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

125

Performance Objective 1: Increase participation in campus Watch D.O.G.S. program by 5%.

Performance Objective 2: 100% of families will be informed of school news, events, updates and campus/district priorities.

Goal 3: Curriculum and Instruction:

Bee Cave Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: Each grade level/team will plan, design and implement an Authentic Learning Experience, focused on aspects of the Learner Centric Model.

Performance Objective 2: All grade level teams will contribute to development of campus-wide literacy commitments, with alignment of commitments and expectations K-5.

Performance Objective 3: 100% of teachers will follow the RtI process, and will use progress monitoring tools to assess student progress and

effectiveness of interventions provided for grades K-5.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Bee Cave Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: 100% of recommendations from the safety audit and Food Allergy Management Plan will be addressed by the Campus Safety and FAMP Committees.

Performance Objective 2: Reinforce implementation of PBIS (PAWS) for campus-wide expectations, and use of CHAMPS for classroom management in 100% of classrooms and common areas.

Performance Objective 3: Increase in percentage of employees reporting, "Student code of conduct is consistently and fairly enforced." (2018 - 84%)

Performance Objective 4: 100% of teachers will implement Second Step Program with fidelity, starting in kindergarten.

Goal 5: College and Career Readiness (P-16)

Bee Cave Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

126

Performance Objective 1: 100% of students will participate in classroom guidance lessons, focused on growth mindset, grit and social skills.

Performance Objective 2: 92% of all students will read at or above grade level by the end of the year in accordance with Developmental Reading Assessment and/or MAP scores for grades K-2. (2018 - 88%)

Goal 6: Highest Quality Staff:

Bee Cave Elementary will recruit, hire, develop, and retain the highest quality faculty and staff. Staff development will incorporate research-based, data driven best practices for integration into professional practice in order to meet the individual needs of students.

Performance Objective 1: 100% of Bee Cave Elementary teachers and instructional aides will possess appropriate certification.

Performance Objective 2: 100% participation in District Professional Development. 95% campus participation rate of required campus professional development. 25% participation rate of campus non-mandatory professional development.

Lake Travis Independent School District Lake Pointe Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations: Academic Achievement in English Language Arts/Reading Top 25 Percent: Comparative Closing the Gaps Postsecondary Readiness



Goal 1: Student Achievement:

Lake Pointe Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of masters performance level using research-based best practices.

Performance Objective 1: A Lake Pointe teacher uses formal and informal methods of evaluation to measure student progress, then analyzes the student data to inform instruction.

Performance Objective 2: A Lake Pointe teacher analyzes student data from the previous school year and BOY assessments from the 2018-19 school year to identify needed areas of growth for individual students.

Goal 2: Community Investment and Support:

Lake Pointe Elementary will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus

Performance Objective 1: A Lake Pointe teacher provides consistent feedback to students and families on the growth of the student in relation to classroom goals.

Performance Objective 2: Support opportunities for families to meet and network with other families and community members.

Goal 3: Curriculum:

Lake Pointe Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: A Lake Pointe teacher provides opportunities for students to utilize their individual learning patterns, habits and needs to achieve high levels of academic success.

Performance Objective 2: Classes in grades 3-5 will partner with classes in grades PreK-2 to provide academic and SEL support to students.

Goal 4: School Environment: (Chapter 37/Discipline - Law and Order)

Lake Pointe Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity, and high standards of citizenship among students, staff, community,

and visitors.

Performance Objective 1: 100% of Lake Pointe Elementary will continue to implement RAPTOR Safe and Secure Access.

Performance Objective 2: 100% implementation of the Campus Emergency Management Plan.

Performance Objective 3: A Lake Pointe teacher empowers students to take primary leadership and responsibility for managing their learning environment.

Goal 5: College and Career Readiness (P-16):

Lake Pointe Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: 100% of students will participate in College and Career Activities.

Performance Objective 2: Students will be provided opportunities for students to self-monitor and self-correct mistakes.

Performance Objective 3: Implement the Second Step SEL program in each Kindergarten classroom.

Goal 6: Highest Quality Staff:

👌 Lake Pointe Elementary will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: All new teachers will be provided a campus mentor.

Performance Objective 2: 100% of LPE teachers will be invited to participate in campus and district activities that develop teacher knowledge of instructional strategies that align with the learner-centric model.

Lake Travis Independent School District Serene Hills Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard

Distinction Designations: Top 25 Percent: Comparative Closing the Gaps



Goal 1: Student Achievement:

Serene Hills Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" level performance using research-based best practices.

Performance Objective 1: 90% of all students will meet the Approaches Grade Level on reading, writing, science and math STAAR test at each grade level and 50% of all students will meet Masters Grade Level standard.

Performance Objective 2: Increase the percentile of E3 Data Alliance growth by 3% annually of 4th and 5th students on the 2019 STAAR in the area of math and reading

Performance Objective 3: By June 2018, all students will maintain attendance rate of 97% or higher.

Goal 2: Community Investment and Support:

Serene Hills Elementary will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

131

Performance Objective 1: Maintain effective, positive school-wide communications to welcome and inform the school community as well as showcase learning.

Performance Objective 2: Support opportunities for families to meet and connect with other school families and community members

Goal 3: Curriculum:

Serene Hills Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: Teachers intentionally develop meaningful and healthy relationships and partnerships across the Serene Hills Elementary campus.

Performance Objective 2: Students will receive Health. Art, Music, Technology and Fitness (3rd-5th) education through TEKS instruction, district programs and FANS programs.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

Serene Hills Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: 100% implementation of the Campus Emergency Management Plan.

Performance Objective 2: 100% of students will actively participate in Positive Behavior Intervention Support (PBIS) and CHAMPS campus wide expectations system.

Goal 5: College and Career Readiness (P-16)

Serene Hills Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: 100% of students are provided real world opportunities through school experiences, community interaction, field investigation and career exploration.

Performance Objective 2: 100% of students will participate in campus-wide unity and school spirit events and student council sponsored activities.

Performance Objective 3: Students participate in Social and Emotion Learning focused on developing their voice and growth mindset.

Goal 6: Highest Quality Staff Serene Hills Elementary will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: 100% of instructional staff will work and collaborate as a Professional Learning Community to support student learning.

Performance Objective 2: 100% of SHE staff will be invited to participate in campus and district activities to promote a positive work environment.

Performance Objective 3: 100% of new to district/new to the profession teachers will participate in Campus and District learning opportunities.

132

Lake Travis Independent School District West Cypress Hills Elementary 2018-2019 Improvement Plan

Accountability Rating: Met Standard



Goal 1: Student Achievement:

West Cypress Hills Elementary will increase academic achievement for all learners while closing the gap between student populations in pursuit of "Masters" performance level using research-based best practices.

Performance Objective 1: Improve reading and writing performance for all students in each student group by 3 percentile points each year for the next 3 years by implementing the reading and writing workshop model Kindergarten through 5th grade.

Performance Objective 2: Increase the percentage of 3rd, 4th, and 5th grade students Meeting and Mastering objectives on the 2017 STAAR by 3% annually in the areas of Math, Reading and Writing.

Performance Objective 3: 95% of all students will read at or above grade level by the end of the year in accordance with Developmental Reading Assessment scores. Students will demonstrate a year's growth in Math and Reading cumulative scores according to district MAP assessment data.

Goal 2: Community Investment and Support:

West Cypress Hills Elementary staff will welcome, inform and engage students, parents, and the community regarding the educational priorities, processes, initiatives, and challenges of the District/Campus.

Performance Objective 1: Staff will communicate and provide consistent feedback to parents and community members regarding student growth and campus goals to promote, within our community, a culture of life-long learning.

Performance Objective 2: WCHE teachers will integrate learning objectives across multiple disciplines, content areas and with real-world experiences.

Performance Objective 3: 100% of classroom teachers will utilize Schoology and other tools to communicate with peers, students and parents throughout the school year regarding student achievement, academic resources and professional development opportunities.

Goal 3: Curriculum and Instruction:

West Cypress Hills Elementary will develop, implement, assess, and support full implementation of the learner-centric model which includes a high quality, vertically aligned framework that supports planning, instruction, learning environment and professional practices and responsibilities.

Performance Objective 1: 100% of LITSD curriculum elements will be implemented campus-wide to teach the state's TEKS including Year at a Glance and Vertical Alignment Documents.

 $\frac{3}{4}$

Performance Objective 2: RTI practices will be fully implemented and monitored by the campus core team in 100% of classrooms. Teachers will receive ongoing support and guidance when implementing these practices. Student data will be regularly reviewed by vertical and grade-level teams.

Performance Objective 3: 100% of classroom teachers will utilize Schoology and other tools to communicate with peers, students and parents throughout the school year regarding student achievement, academic resources and professional development opportunities.

Performance Objective 4: A WCHE teacher uses formal and informal methods to measure student progress, then analyzes the student data to inform instruction.

Goal 4: School Environment: (Chapter 37 / Discipline - Law and Order)

West Cypress Hills Elementary will provide an educational environment that reflects a commitment to student social and emotional wellness, safety, security, orderliness, service, integrity and high standards of citizenship among students, staff, community, and visitors.

Performance Objective 1: Students will adhere to the Student Code of Conduct and 100% of discipline infractions will be coded and addressed according to these guidelines. Campus administrators will respond to acts of bullying in accordance with district policy.

Performance Objective 2: 100% of teachers will implement Positive Behavioral Intervention and Supports, including Classroom CHAMPS procedures, Restorative Discipline Practices and weekly classroom meetings to support campus-wide safety, respect and responsibility.

Performance Objective 3: The Owleus Bully Prevention program will be used in conjunction with the school wide positive behavior support to increase students sense of safety and well being through use of class meetings, reporting procedures, and follow-through protocols for staff. 100% of all students will receive a minimum of 5 monthly guidance lessons, and 95% of Tier 3 students will receive access to small group counseling sessions weekly for a period of 6-9 weeks.

Goal 5: College and Career Readiness (P-16)

West Cypress Hills Elementary will design programming that equips all learners in developing their voice, focusing on a growth mindset, resiliency, and grit to become socially, emotionally, college, career, and life ready.

Performance Objective 1: WCHE staff provides consistent feedback to students and families on the growth of the student in relation to academic and personal goals.

Performance Objective 2: 100% of grades 2-5 students will create and share academic and social emotional goals to become more self aware, reflective and committed to their personal growth as learners.

Performance Objective 3: 100% of K-5 Students and Staff will increase their knowledge and understanding of college and career readiness by

participating in College Week activities.

Goal 6: Highest Quality Staff West Cypress Hills Elementary will recruit, hire, develop, and retain the highest quality faculty and staff.

Performance Objective 1: 100% of instructional staff will work collaboratively as a professional learning community to support student learning and the Learner-Centric Model. All teachers will participate in campus committee work with a focus on increasing a positive climate and culture aligned to meet the needs of a diverse student population.

Performance Objective 2: 100% of the staff at West Cypress Hills will participate in staff development aligned with grade level and individual teacher needs at the building and district level during the school year.

Performance Objective 3: 100% of West Cypress Hills Elementary teachers and instructional aides will possess appropriate certification to meet the NCLB "highly qualified" criteria.