



**Special Meeting Agenda  
Thursday, February 16, 2023  
LEO Conference Center  
300 S. West Dr.  
Leander, TX 78641  
6:15 PM**

During meetings of the Board of Trustees, we want to give our public access while providing a safe and secure environment. If you're planning to attend the meeting, please review the meeting protocols designed to help manage health, safety, decorum and citizen comments. The Board meeting protocols are available at <https://bit.ly/3DHAR4v>.

**Note, the district has instituted a clear bag policy for members of the public at all Board meetings (see the link above for details).**

Doors will open to the public at 5:30 PM.

Members of the public may access this meeting via live stream at <https://live.myvrspot.com/st?cid=MmVIZD>. Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

**This is a Special Meeting of the Board of Trustees. At Special Meetings, Citizen Comments will be limited to topics listed on the agenda.**

Citizens wishing to address the Board of Trustees may do so in-person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up online at <http://bit.ly/40KqUQa>, between noon the day prior to the meeting and noon the day of the meeting. Citizens who need special accommodations or assistance with sign-up should contact the office of the Superintendent (512-570-0000) during regular business hours.

The notice of this meeting was posted in compliance with the Texas Open Meetings Act on February 13, 2023, at 5:45 PM.

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The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- 1. CALL TO ORDER AND DECLARATION OF QUORUM**
- 2. CITIZEN COMMENTS** (*Citizen comments will be limited to topics on the agenda. See the notes at the top of the agenda for instructions on how to sign up and details regarding speaking.*)
- 3. DISCUSSION/ ACTION ITEMS**
  - A. Discussion of Citizens' Facility Advisory Committee (CFAC) and Long-Range Planning Committee (LRPC) Recommendations and Other Items Related to Possible Future Bond Election 3
  - B. Consider All Matters Incident and Related to Calling a Bond Election to be Held by the Leander Independent School District, Including the Adoption of an Order Pertaining Thereto. 58
  - C. Consider Approval of Travis County Election and Joint Agreement 92
- 4. BOARD MEETING DEBRIEF**
- 5. ADJOURNMENT**

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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will

publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, February 16, 2023

<b>Agenda Item:</b>	Discussion of Citizens' Facility Advisory Committee (CFAC) and Long-Range Planning Committee (LRPC) Recommendations and Other Items Related to Possible Future Bond Election
<b>Purpose (this meeting):</b>	<input checked="" type="checkbox"/> Discussion Item/Report Only <input type="checkbox"/> Action Requested
<b>Administrator Responsible:</b>	Laurelyn Arterbury, Jimmy Disler and Chrysta Carlin
<b>Attachments:</b>	Citizens' Facility Advisory Committee (CFAC) Recommendations Pres CFAC and LRPC Recommendations and Other Items Related to Possible Future Bond Election Pres Leander High School Masterplan Proposed Phase 1 Atch 1 Schools of Choice Survey Results Pres Overview of Recommendations for May 2023 Proposed Bond Projects Atch 2 ( <i>previously listed as 3 attachments, now combined into one; uploaded to BoardBook on 02-14-23</i> )

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## **Background Information:**

Leander ISD administration will provide answers and related information to Trustee questions that arose from the February 9, 2023, Regular Board Meeting. The administration will also be available to answer any additional questions regarding the Citizens' Facility Advisory Committee (CFAC) recommendations, the district's Long-Range Plan, and other items related to a possible future bond election.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A





# 2023 BOND RECOMMENDATIONS

PRESENTATION

*for the Board of Trustees  
in consideration of a May Bond Election  
January 26, 2023*

*by Steering Committee Co-Chairs  
Matthew Ormiston, Cara Owen, Clint Pruett*





## Growth TRENDS

**48**  
*schools*

*29 elementary schools  
9 middle schools  
6 high schools  
3 alternative high schools  
1 virtual learning academy*

**200**  
*square  
miles*

*Includes all or part of nine  
municipalities:  
Cedar Park      Jonestown  
Leander          Liberty Hill  
Austin            Marble Falls  
Volente          Round Rock  
Georgetown*

**1,425**  
*new  
students  
added*

**82**  
*jobs  
created*

*Leander ISD is one the largest  
employers in the community.*



## Growth TRENDS

STUDENT ENROLLMENT IN  
2016-2017

**37,068**



GROWTH  
SINCE 2017  
BOND

**+4,712**

2022-2032 **10 YEARS**



**21,602** *new homes*



**8,436** *new students*



# Bond BACKGROUND

## 2022-23 Bond Advisory Committee

### STEERING COMMITTEE

COMMITTEE CO-CHAIRS: MATTHEW ORMISTON, CARA OWEN, CLINT PRUETT

Chris Bugbee  
Bill Connors  
Celeste Fahnert  
Mike Herrera

Arjit Kurup  
Darron Jurajda  
James Larson  
Jason Malmquist

Josh Marquis  
Tony Moline  
Arthur Narup

Ashley Stowers  
Autumn Willmann  
Vic Villareal, PH.D.

### SUB-COMMITTEES

8

*Elementary school*  
31 members



*Information Technology*  
22 members



*Middle school*  
22 members



*Security*  
22 members



*High school*  
41 members



*Ancillary*  
12 members





## Bond BACKGROUND



## 2021 Bond History

### Proposition A

A measure to use \$727.2 million to pay for five new schools, renewal and renovation for several campuses, and fine arts equipment failed by 215 votes.



### Proposition B

9

The proposition to fund \$33.3 million in technology replacements passed by more than 800 votes.



### Proposition C

Voters rejected this bond measure to use \$11.7 million for lighting and sound upgrades for high school performing arts centers by 765 votes.





## USD TAX RATE

MAINTENANCE &  
OPERATION



\$0.94

INTEREST &  
SINKING



\$0.33

total

\$1.27

per \$100 valuation

## Interest & Sinking Explained

Funding for new construction, repairs, renovations, HVAC systems, roofing, and technology comes from the I&S portion of the district's tax rate. In August 2022, the Board approved decreasing the Interest & Sinking tax rate by 13.5 cents. In November 2022, voters approved a measure that would increase the Maintenance & Operations portion of the tax rate by 9 cents to help pay for day-to-day operations, including teacher and staff salaries. This change reduced the overall tax rate by 6.5 cents.

## Can we pay for new debt without raising I&S?



Yes. While certified home values increased by 27% in 2022, we are conservatively estimating home valuation growth of 10% for the next two years, 5% in 2026, 3% in 2027, and 2% for the following 6 years. This allows for a debt capacity of \$900 million – \$1.4 billion over 5–7 years at an I&S tax rate of 33 cents.



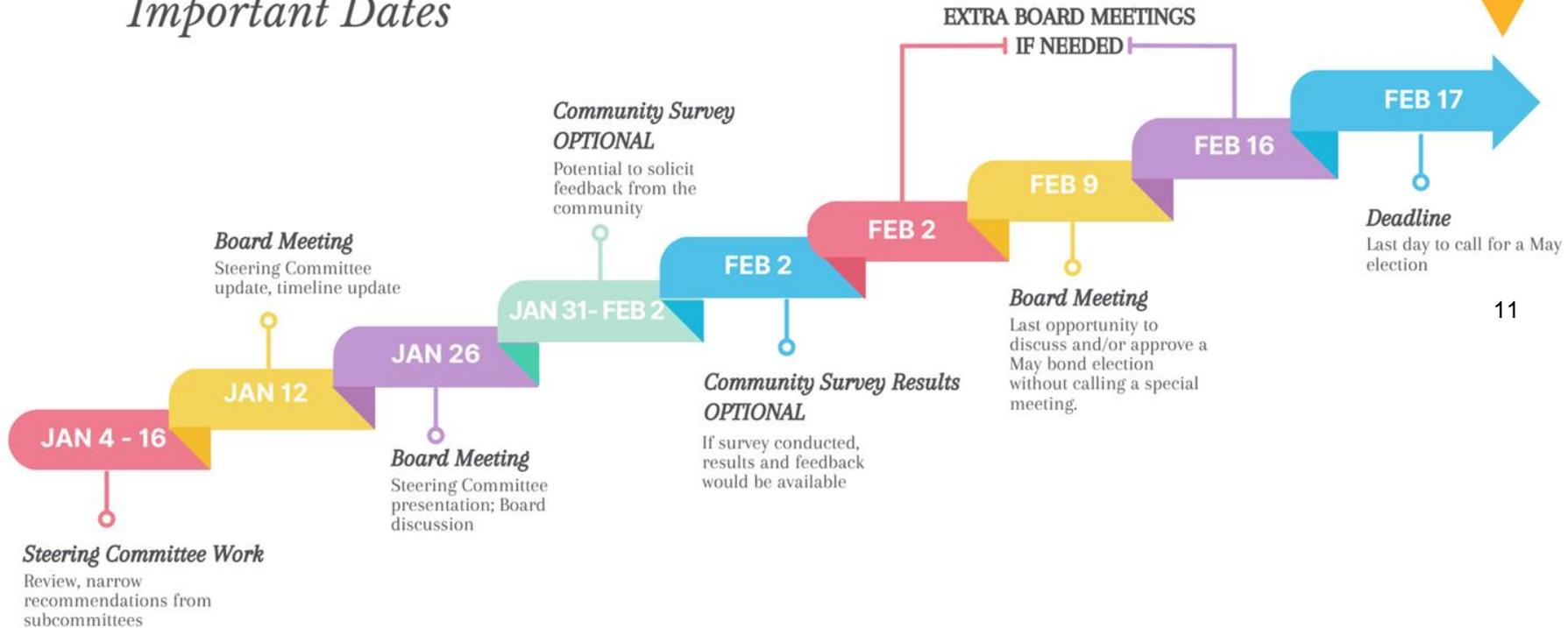
Thanks to prudent fiscal management, Leander ISD is:

- on target to meet the Board's goal of reducing its overall Capital Appreciation Bond (CAB) debt portfolio to 25% by 2030.
- defeasing \$27 million this year as part of a total \$44 million in defeasance over the next three years.





## Important Dates





# Bond RECOMMENDATIONS

1

## *Subcommittees*

From September to December, CFAC members reviewed demographic data, the 10-year capital renewal plan, campus needs assessments as well as visited schools and facilities. They also considered feedback from staff, parents and the community. Each subcommittee identified critical needs and prioritized projects in tiers 1-3 (highest to lowest). In total, the committee recommended \$448,796,136 in Tier One projects.

## *Steering Committee*

From January 4-16, the Steering Committee reviewed each recommended item. Members referenced the district's Long-Range Plan in an effort to balance continued growth while maximizing use of facilities. Of the \$448,796,136 Tier One items identified, the Steering Committee agreed to recommend more than \$119 million.

2

3

## *Steering Committee*

Through "hot dotting", members prioritized the remaining projects up for consideration. The committee felt it was best to recommend a range in dollar amount of projects to give the Board flexibility in adding any items.

## *Board of Trustees*

The Steering Committee presents its list of recommended bond items to the Board, who have the option for a community survey. The Board will then decide whether or not to call a bond election with authority to revise and finalize the list.

4

*Process for making a May 2023 bond recommendation*



## RECOMMENDATION TO BOARD



*range between*  
**\$563,549,877<sup>13</sup>-**  
**\$601,000,000**



## High School Needs

<b>\$375,000</b>	<i>Leander High School: roof repairs</i>
<b>\$123,503</b>	<i>Cedar Park High School: roof repairs</i>
<b>\$5,956,230</b>	<i>Vista Ridge High School: Vista Ridge Blvd/Park St intersection improvements</i>
<b>\$250,920</b>	<i>Leander High School: band practice field fence/ballards</i>
<b>\$44,613,148</b>	<i>Cedar Park High School: modernization update</i>
<b>\$69,635,000</b>	<i>Vista Ridge High School: HVAC update</i>
<b>\$267,810</b>	<i>New Hope High School: attendance window</i>

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## Bond RECOMMENDATIONS

### *High School Needs*

**\$22,261,930**

*18+ Transition Services: new facility*

**\$27,601,380**

*Turf for baseball and softball - VHS, CPHS, VRHS, LHS, RHS*

**\$43,991,130**

*Early College High School: new facility*

**\$3,000,000**

*School of Choice facility: Located in the North (design only)*

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**\$218,076,051**

*high school total*



## Middle School Needs

**\$31,898,758**

*Running Brushy MS: HVAC update*

**\$3,000,000**

*Canyon Ridge MS: Heat recovery units*

**\$2,373,000**

*Canyon Ridge & Running Brushy MS: turf on competition fields*

**\$4,185,092**

*Canyon Ridge MS: HVAC update (design only)*

**\$3,499,584**

*Henry MS: HVAC update (design only)*

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**\$44,956,434**

*middle school total*





## Bond RECOMMENDATIONS

### *Elementary School Needs*

**\$21,259,009**

*Bagdad Elementary: HVAC update*

**\$21,259,009**

*Naumann Elementary: HVAC update*

**\$71,432,375**

*Elementary school #31*

**\$14,000,000**

*Elementary school #30: roads*

**\$1,356,360**

*Whitestone, Faubion, Cypress, Mason ES: student sinks*

**\$79,944,260**

*Elementary school #32*

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**\$209,251,013**

*elementary school total*





## *Security Needs*

**\$150,000**

*Exterior Security Layers - proposed TEA requirements: exterior lockboxes*

**\$87,000**

*Interior Security Layers - proposed TEA requirements: panic alert system - lockdown button upgrades and additions*

**\$144,000**

*Interior Security Layers - proposed TEA requirements: digital mapping system*

**\$100,000**

*Interior Security Layers - proposed TEA requirements: alert notification system*

**\$500,000**

*Cybersecurity: content filters*

18

*continued on next slide*



## Bond RECOMMENDATIONS

### *Security Needs*

**\$2,000,000**

*Cybersecurity: Network Firewalls*

**\$540,000**

*Cybersecurity: Recovery Appliances*

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**\$3,521,000**  
*security total*





## *Information Technology Needs*

<b>\$13,635,000</b>	<i>Network refresh and upgrades</i>
<b>\$1,200,000</b>	<i>Server and storage replacement</i>
<b>\$7,864,000</b>	<i>Student and staff device refresh</i>
<b>\$120,000</b>	<i>CTE Mobile Maker labs</i>
<b>\$7,000,000</b>	<i>Second broadband network node</i>
<b>\$800,000</b>	<i>2nd grade Chromebooks</i>

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**\$30,619,000**

*information technology total*





## *Ancillary Needs*

<b>\$71,500</b>	<i>Distribution: fork lift</i>
<b>\$818,840</b>	<i>Plant Services: replace aging maintenance vans (20)</i>
<b>\$2,798,150</b>	<i>Plant Services: Grand View Hills ES ancillary renovation</i>
<b>TBD</b>	<i>Grounds: Maxicom irrigation system upgrades</i>
<b>\$700,000</b>	<i>Grounds: replace aging grounds trucks (20)</i>
<b>\$410,000</b>	<i>Grounds: replace grounds mowers, utility vehicles and tractors</i>

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## Ancillary Needs

**\$10,845,104**

*Grounds: Plant Services Mechanic Shop updates*

**\$1,106,604**

*Energy Management: outside wall packs and canopy LED lighting (that stay on all night) for all schools. Parking lot lights at Support Services, Central Transportation, and indoor LED lighting at Central Transportation (both office and shop)*

**\$99,614**

*Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, CPHS Football, VRHS baseball, VRHS Softball, and RBMS Football.*

**\$20,383,942**

*Transportation: renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility*

**\$19,892,625**

*Science Materials Center (Instructional Resource Center) plus Professional Learning Center: new facility*

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**\$57,126,379**

*ancillary total*



## Bond RECOMMENDATIONS

\$218,076,051

High School

\$44,956,434

Middle School

\$209,251,013

Elementary School

\$3,521,000

Security

\$30,619,000

Information Technology

\$57,126,379

Ancillary

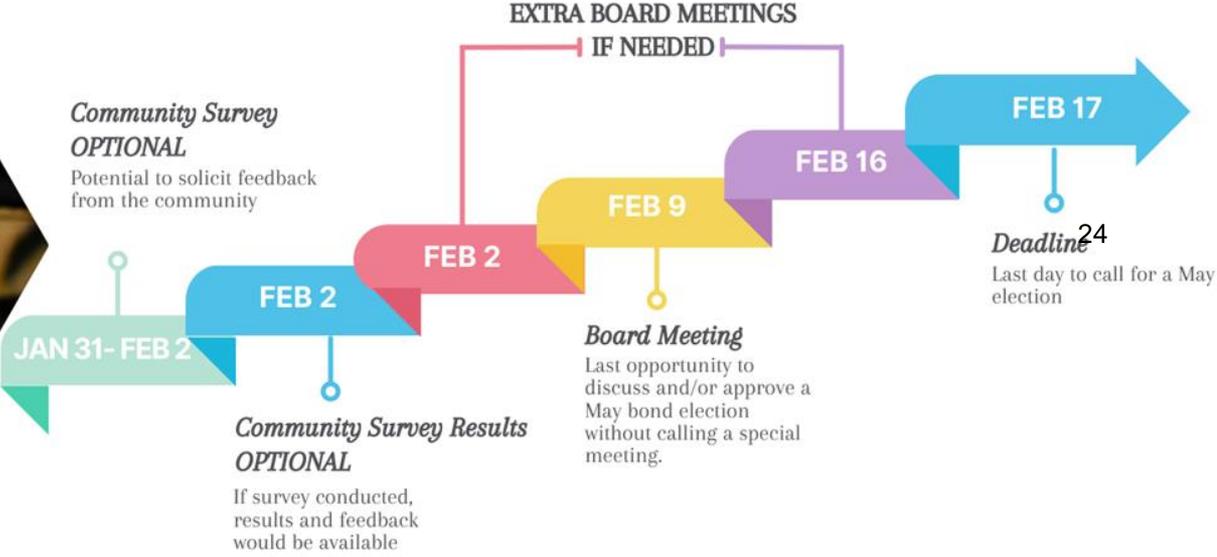
**\$563,549,877**

*recommended bond package*

*up to \$601 million*



# What's Next?



# THANK YOU

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**DISCUSSION &  
COMMENTS**



# **Citizens' Facility Advisory Committee (CFAC) and Long-Range Planning Committee Recommendations and Other Items Related to Possible Future Bond Election**

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**February 7, 2023**

# Long-Range Planning Committee

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The Long-Range Planning Committee (LRPC) was charged with developing a ten-year facilities plan, focused on student learning and anchored in our core beliefs that take into consideration the following criteria:

- student access to learning experiences that interest them
- facility optimization
- fiscal responsibility
- changes in population over time

History of Long-Range Planning committee and timeline for the development and implementation of the plan can be found at <https://www.leanderisd.org/longrangeplan/>

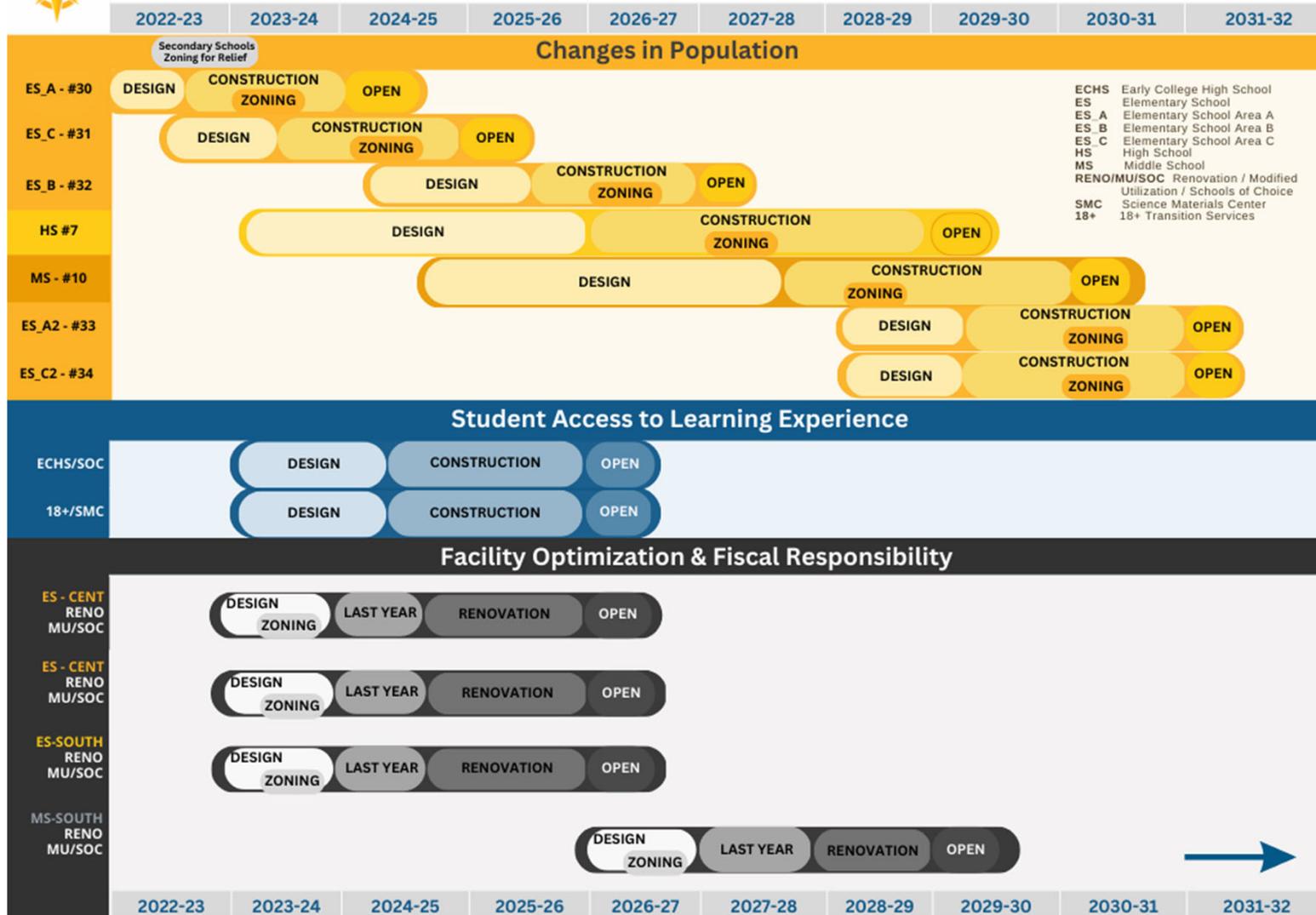


# **Citizens' Facility Advisory Committee (CFAC) Recommendations & Alignment with the 10 Year Long-Range Plan (LRP)**





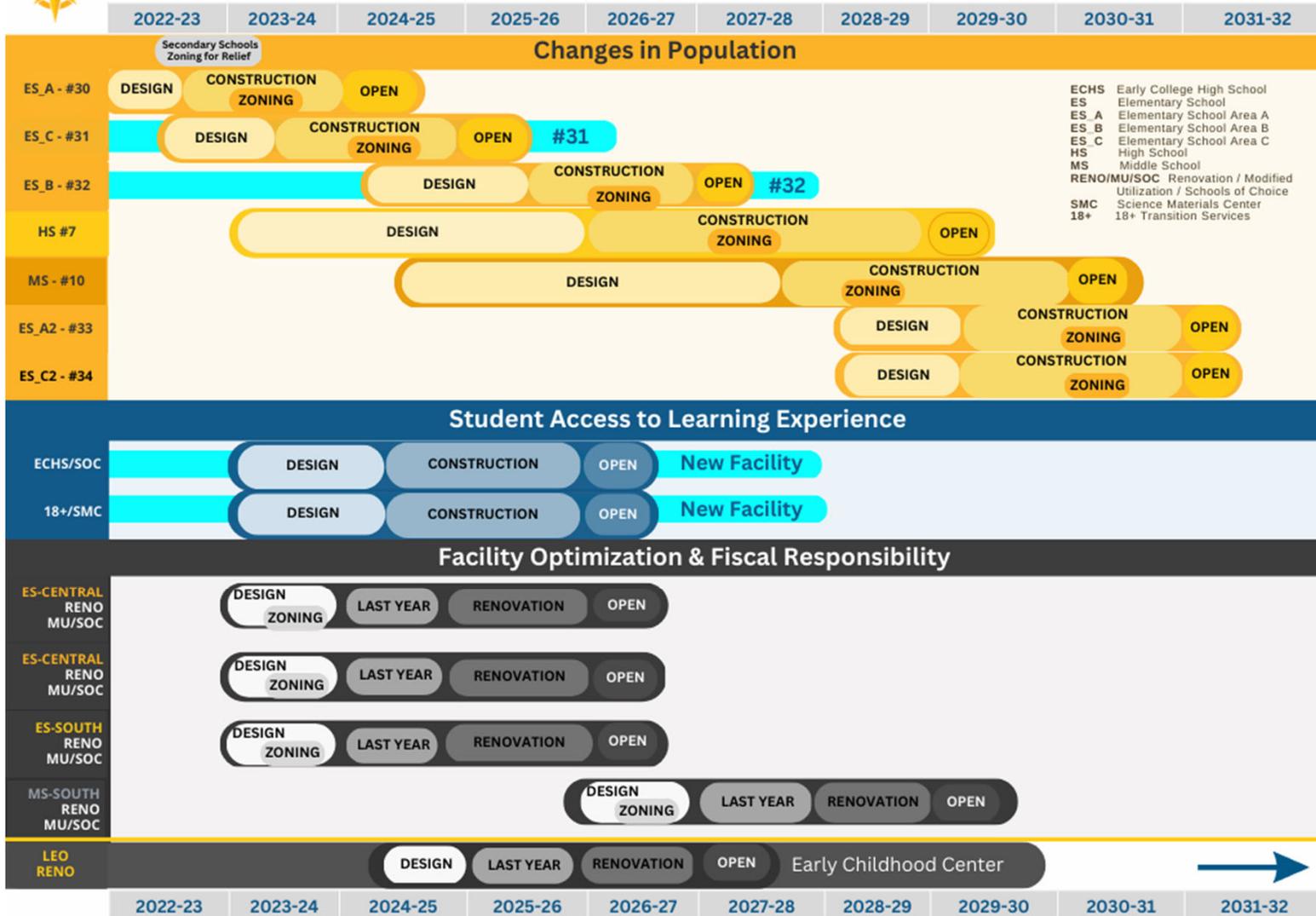
# 10-YEAR LONG-RANGE PLAN





# CFAC & LRP ALIGNMENT

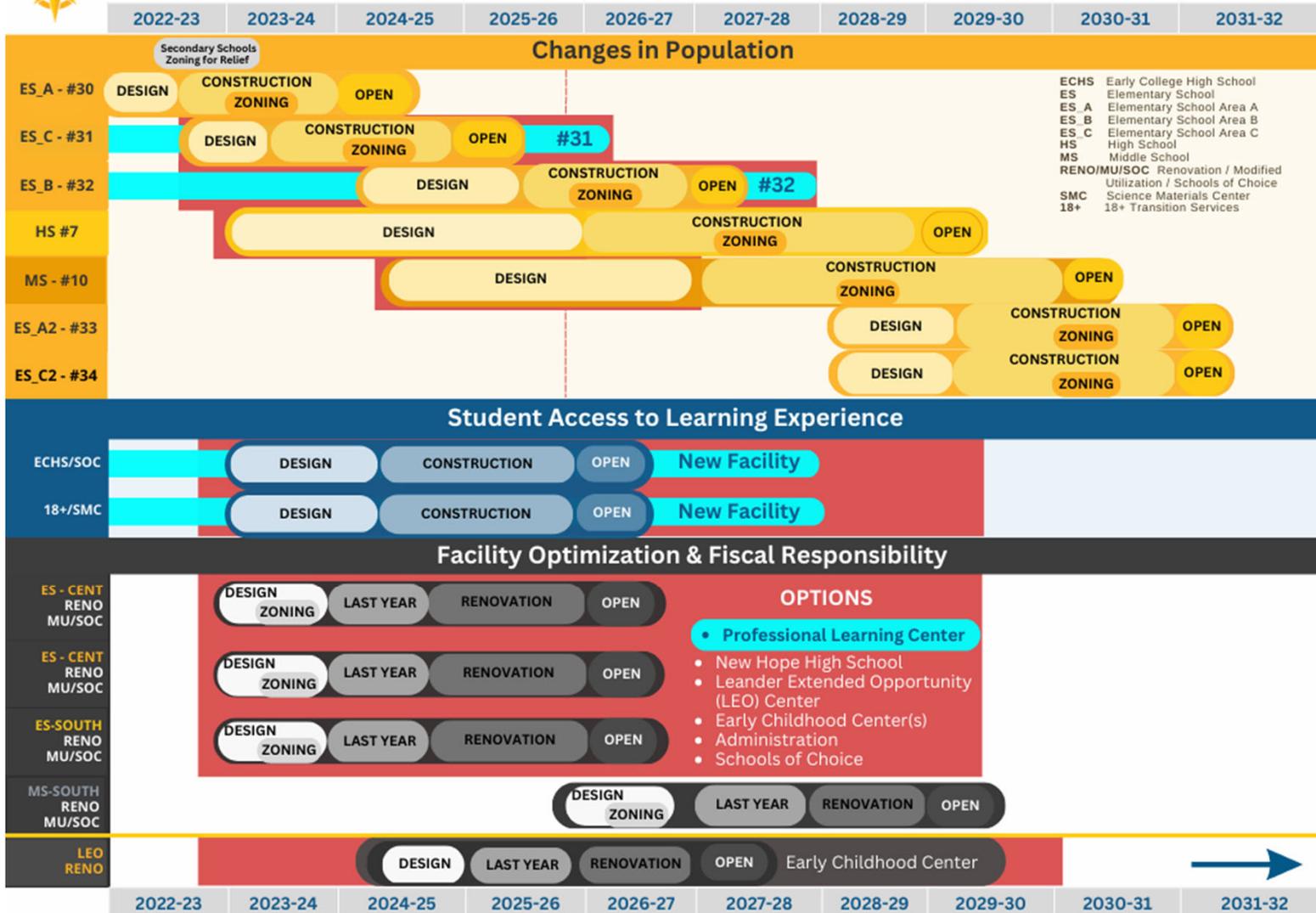
2023 CFAC Recommendation





# CFAC/LRP & BOND RECOMMENDATIONS

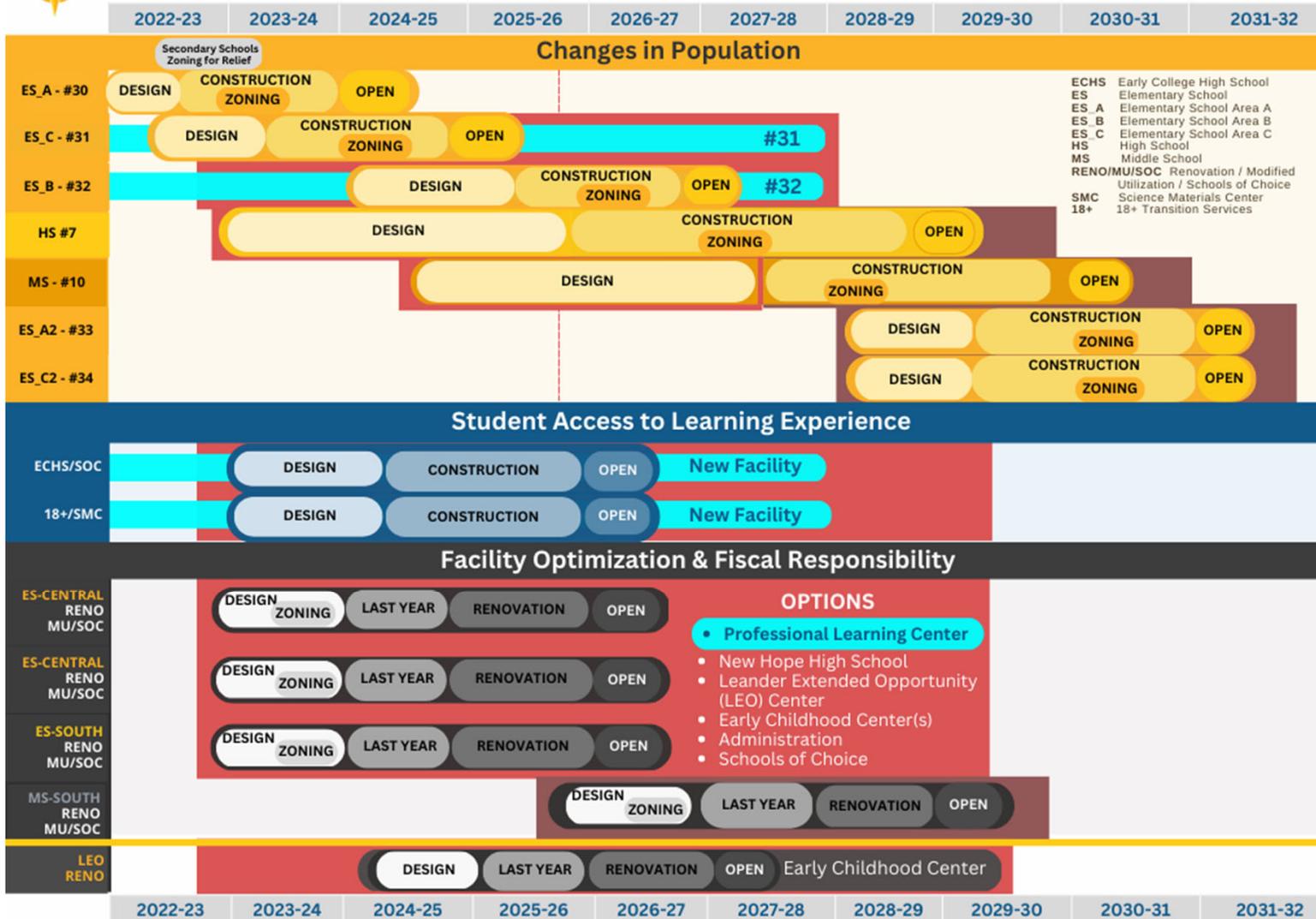
— 2023 CFAC Recommendation  
— 2023 Bond Recommendation





# BOND RECOMMENDATIONS/CONSIDERATIONS

— 2023 CFAC Recommendation  
— 2023 Bond Recommendation  
— Future Bond Considerations



# Campuses Projected to Remain Under Capacity

Long-Range Planning Committee identified campuses projected to remain under capacity that may be considered for a modified utilization to accommodate other district needs in the near future.

## 2 or 3 Central Elementary Schools

(for consideration - listed in alphabetical order)

- Cypress
- Faubion
- Giddens<sup>^</sup>
- Mason
- Naumann
- Reed
- Westside
- Winkley

## 1 South Elementary School

(for consideration- listed in alphabetical order)

- Bush
- River Ridge
- Steiner Ranch

*The Long-Range Plan also noted that one Middle School in the southern portion of the district could be considered for a modified utilization at a later date (would not be a consideration in this bond election, but would be needed in a future bond election).*

*<sup>^</sup>While Giddens is not projected to remain under capacity, the central location of the campus is a reason it is being considered for a modified utilization.*

# Long-Range Plan Considerations for Next Bond Election

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The following components are built into the Long-Range Plan and could be accommodated through the renovation/modified utilization of current district buildings:

- New Hope HS
- Early Childhood Center(s) (ECC)
  - *If the district chooses not to utilize ECC's, then another new elementary will need to be added the next bond to accommodate growth*
- LEO Campus (*if current LEO campus is utilized as an Early Childhood Center*)
- Schools of Choice
- Additional Administrative Offices

# **Possible Timeline for Modified Utilization and Renovation of Elementary Campuses Projected to Remain Under Capacity**

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If a bond election is proposed and is successfully approved by voters, then:

## **2026-2027**

- The identified campuses could reopen and operate as their new purpose

## **2025-2026**

- Renovations for the Elementary campuses could occur

## **2024-2025**

- Final year that two identified Central ES and one identified South ES could operate as their current campus

## **Fall 2023**

- Zoning process for Elementary School (ES 30) will occur (to be effective Fall 2024)
- Zoning process for modified utilization of identified Elementary campuses could occur (to be effective Fall 2025)

***\*Timeline for discussion purposes only; no decisions have been made at this time***

# Additional Considerations - Renovations and Repairs

The recent winter weather reminded us of the importance of ensuring we have resources for the scheduled maintenance of district facilities. We are appreciative that CFAC has already included some of these items in their recommendations.

- Modernization Updates at CPHS, VRHS, RBMS, Bagdad, and Naumann
- Design of Modernization Update at CRMS and HMS

# Additional Considerations - Leander HS Master Plan

## LHS Master Plan Timeline

- Board approved funding for architectural services to facilitate the creation of the LHS Master Plan July 2022
- Purchasing department completed process to be able to hire architect in November 2022
- Design Committee will meet throughout spring 2023
- LHS Master Plan anticipated to be finalized May/June 2023
- Construction phases of renovation would be included in future bond elections
  - A placeholder for Phase One construction to be included in the next bond election
  - Design of remaining phases would also be included in the next bond election

# Additional Considerations - Technology

## Interactive Flat Panels

- Our LISD community voted **in favor** of interactive flat panels for every classroom in Prop B of the 2021 Bond Election. However, the funding to install the interactive flat panels had to be included in Prop A which the voters **did not pass**.
- In order to fulfill our community's desire to have interactive flat panels in every classroom, the installation costs would need to be included in the next bond election.

## **Additional Considerations - Security**

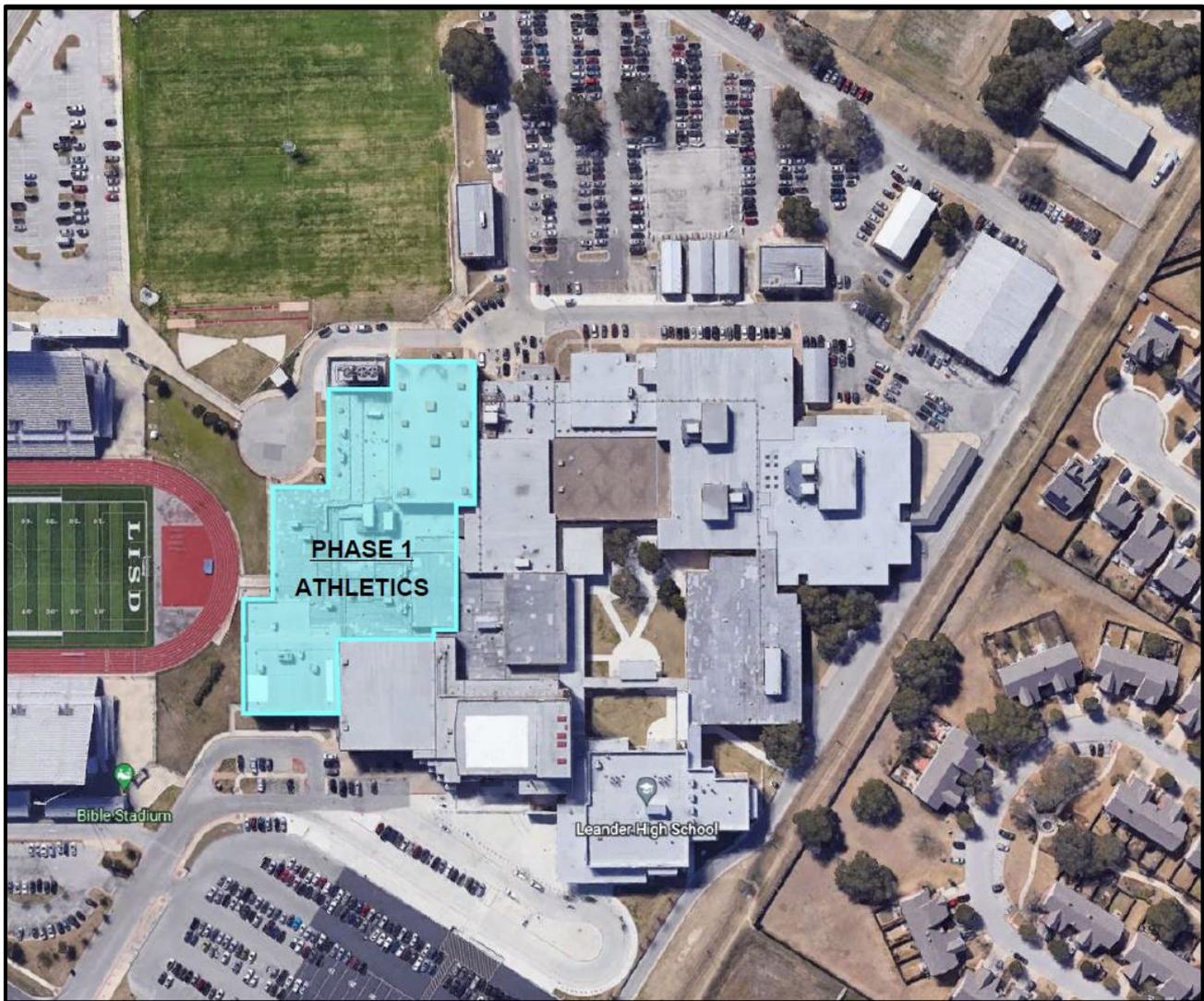
- **Projects required due to TEA proposed safety standards requirements (must be completed by May 2023 or have a contractor procured with timeline to complete):**
  - Campus exterior and interior door numbering
  - Fencing for areas with roll up doors (AG shops and athletic weight rooms)
  - Forced entry resistant film on exterior glass doors and adjacent windows for 44 schools
  - Portable exterior classroom door handles replacements
- **Replacing existing Camera, Camera Servers, and Access Control Panel equipment due to Aging Systems:**
  - Aging camera servers needing replaced
  - Aging camera replacement
  - Aging access control panel replacements (badge reader system)

## Pricing for Additional Considerations for Next Bond Package

<b>CFAC Recommendations (presented on January 26th)</b>	<b>\$563.5 million</b>
Additional considerations to align with Long-Range Plan (LRP)	
<ul style="list-style-type: none"> <li>Renovate current campuses for modified utilization</li> </ul>	\$149.6 million
<ul style="list-style-type: none"> <li>Design MS 10</li> </ul>	\$ 7.9 million
<ul style="list-style-type: none"> <li>Design HS 7</li> </ul>	\$ 17.1 million
<b>All CFAC recommendations + these LRP items</b>	<b>\$738.1 million</b>
Other considerations -	
<ul style="list-style-type: none"> <li>LHS Master Plan - Phase One construction and design of remaining phases</li> </ul>	\$ 31 million
<ul style="list-style-type: none"> <li>Technology - Installation of Interactive Panels</li> </ul>	\$ 20.2 million
<ul style="list-style-type: none"> <li>Security</li> </ul>	\$ 5.4 million
<b>Total for CFAC Recommendations + LRP items + Other Considerations</b>	<b>\$794.7 million</b>

# Discussion





At the Special Board Meeting on Tuesday, February 7th, additional information was requested on the proposed items to be included in Phase 1 of the Leander High School Masterplan.



### **PHASE 1 - ATHLETICS**

Includes:

Dance Room

Locker Rooms:

Boys PE/Athletics 42

Cheer

Dance

Girls PE/Athletics

Multi Use Rooms:

Athletic Study Hall

Fitness

Training

Offices

Storage

Weight Room

Wrestling



# Schools of Choice Survey Results

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February 16, 2023

# Purpose

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Provide the Board of Trustees with the results gathered on the Schools of Choice community survey and student questionnaire.

# Participation

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- Community Survey:
  - 263 respondents
  - Social media blast, website, Compass newsletter
  - August 31 – September 20, 2022
- Student Questionnaire:
  - 4th/5th graders
  - 2,512 respondents
  - September 19 – 29, 2022

45

# Process

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Rank the following possible school of choice options in order from first being #1 to last choice being #7.

- STEM High School
- Fine Arts Academy
- Health Professions High School
- Design School
- Mastery Based Learning
- School of Business
- Educator Academy

# Student & Community Results

<b>Student Results</b>	<b>Community Results</b>
STEM High School	STEM High School
Fine Arts Academy	Health Professions High School
School of Design	School of Business
Health Professions High School	Mastery Based Learning School
School of Business	Fine Arts Academy
Educator Academy	School of Design
Mastery Based Learning School	Educator Academy

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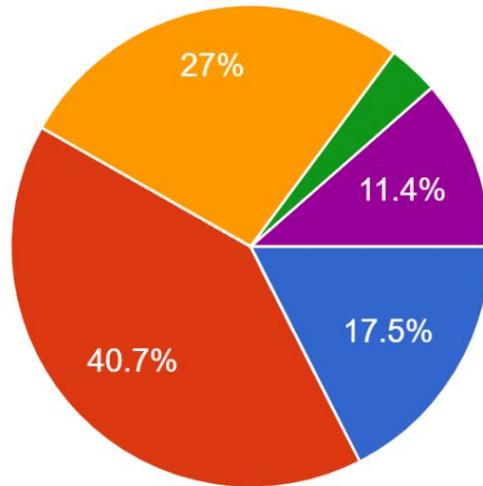
# Science, Technology, Engineering, and Mathematics High School

The STEM high school may provide opportunities for students grades 9-12 in the areas of programming and software development, cybersecurity, networking and manufacturing/engineering.

# Willingness to Travel

What is the furthest distance you/your student would be willing to travel to attend your top school of choice?

263 responses



- 1 - 5 miles
- 6 - 10 miles
- 11 - 20 miles
- 20 - 30 miles
- Without district provided transportation, we would not be able to attend any of these schools.

49

# Alignment of CFAC and LRP

The Citizens' Facility Advisory Committee (CFAC) Steering Committee recommended that \$3,000,000 be utilized to design a future School of Choice (SOC). This recommendation aligns with the district's Long Range Plan (LRP).

50

Administration recommends that this school of choice be specified as a STEM High School.

# DISCUSSION

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below
<b>High School</b>						
	HS-01	LHS - Roof repairs	\$375,000	\$375,000	\$375,000	
	HS-02	CPHS - Roof Repairs Section AA	\$123,503	\$123,503	\$123,503	
	HS-03	VRHS - Vista Ridge Blvd/Park Street intersection improvements	\$5,956,230	\$5,956,230	Removed	See Below
	HS-04	LHS - Band practice field fence/bollards	\$250,920	\$250,920	\$250,920	
	HS-05	CPHS Modernization	\$44,613,148	\$44,613,148	\$44,613,148	
	HS-06	VRHS Modernization	\$69,635,000	\$69,635,000	\$69,635,000	
	HS-07	District - NHHS Attendance window	\$267,810	\$267,810	Removed	See Below
	HS-08	District - 18+ Building	\$22,261,930	\$22,261,930	\$22,261,930	
	HS-09	CPHS - Wrestling Room	\$5,297,826			
	HS-10	District - NHHS Building	\$43,239,806			
	HS-11	VHS - Parking Lot Security Gates	Not Priced			
	HS-12	District - Turf - Baseball and softball - VHS, CPHS, VRHS, LHS, and RHS	\$27,601,380	\$27,601,380	\$27,601,380	
	HS-13	District - Don Tew PAC - Modernization	\$6,835,500		\$6,835,500	See Below
	HS-14	District - South PAC - Modernization	\$6,835,500		\$6,835,500	See Below
	HS-15	District - Band instrument replacement	\$3,762,500			
	HS-16	District - New Facility for ECHS	\$43,991,130	\$43,991,130	\$43,991,130	
	HS-17	District - Auditorium - GHS, RHS, VHS, and VRHS Renovations	\$6,515,556			
	HS-18	District - VRHS and VHS Football locker room expansion, reconfigure VRHS and VHS locker rooms	Not Priced			
	HS-19	LHS - Computer labs and room 2210 overhaul	Not Priced			
	HS-20	LHS - Paint corridors, gyms, and cafeteria	\$758,993			
	HS-21	LHS - Sub-varsity stadium	Not Priced			
	HS-22	LHS - Main gym interior finishes	\$59,146			
	HS-23	RHS - Re-caulk expansion joints	\$426,933			
	HS-24	RHS - Resurface track	\$237,190			
	HS-25	LHS - Resurface tennis courts	\$80,199			
	HS-26	CPHS - Ag shop expansion	\$1,362,840			
	HS-27	CPHS - Renovate Band Hall and Expansion	\$10,509,981			
	HS-28	RHS Engineering and Robotics Classroom outfitted to serve as A/V Space	Not Priced			
	HS-29	RHS CTE Building Expansion for Computer Labs	Not Priced			
	HS-30	RHS Mobile Maker Space	\$272,322			
		STEM High School - Design Only		\$3,000,000	\$3,000,000	
		HS 7 - Design Only - Partial			\$2,134,344	See Below
		LHS - Phase 1 and Design of Master Plan (Partial)			\$30,000,000	See Below
		<b>High School Total</b>	<b>\$301,270,343</b>	<b>\$218,076,051</b>	<b>\$257,657,355</b>	

**Middle School**

	MS-01	RBMS Modernization	\$31,898,758	\$31,898,758	\$31,898,758	
	MS-02	CRMS - Heat Recovery Units	\$3,000,000	\$3,000,000	\$3,000,000	
	MS-03	Stiles MS - Cafetorium/Cover Expansion	\$505,670			
	MS-04	RBMS - Turf Competition Fields	\$1,186,500	\$1,186,500	\$1,186,500	
	MS-04	CRMS - Turf Competition Fields	\$1,186,500	\$1,186,500	Removed	See Below
	MS-05	All Middle Schools - Cafetorium Sound & Lighting	\$2,000,000			
	MS-06	CRMS - Cafetorium Stage Floor Resurfacing	\$0			
	MS-07	CRMS - Cafetorium Tables	\$0			
	MS-08	LMSS and CPMS - Furniture Replacement	\$3,627,412			
	MS-09	RBMS - Dance Room Addition	\$3,835,878			
	MS-10	All Middle Schools - Music Instrument Replacement	\$2,508,200			
	MS-11	Collaborative Learning Spaces - RBMS	Not Priced			
	MS-12	Cafeteria Blinds - WMS	Not Priced			
	MS-13	Outdoor Classroom - WMS	Not Priced			
	MS-14	MakerSpace - LMS	Not Priced			

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below
	MS-15	Choir Chairs - CRMS	Not Priced			
	MS-16	Painting - CRMS	Not Priced			
	MS-17	Courtyard Classroom - LMS	Not Priced			
		CRMS Moderization Update - Design Only		\$4,185,092	Removed	See Below
		HMS Moderization Update - Design Only		\$3,499,584	\$3,499,584	
		MS 10 - Design Only - Partial			\$6,500,000	See Below
		<b>Middle School Total</b>	<b>\$49,748,918</b>	<b>\$44,956,434</b>	<b>\$46,084,842</b>	

**Elementary School**

ES-01	Bagdad Modernization	\$21,259,009	\$21,259,009	\$21,259,009	
ES-02	Naumann Modernization	\$21,259,009	\$21,259,009	Removed	See Below
ES-03	ES 31	\$71,432,375	\$71,432,375	\$71,432,375	
ES-04	ES 30 - Roads	\$14,000,000	\$14,000,000	\$14,000,000	
ES-05	Cox Modernization	\$21,629,049			
ES-06	Bush - roofing repairs	\$270,836			
ES-07	Cypress - roofing repairs	\$381,862			
ES-08	Faubion - roofing repairs	\$869,687			
ES-09	Student Sinks outside Bathrooms and in Cafeteria: Whitestone, Faubion, Mason, Cypress, Blockhouse	\$1,356,360	\$1,356,360	\$1,356,360	
ES-13	Blockhouse Creek - playground equipment	\$665,000		\$665,000	See Below
ES-14	Cypress - playground equipment	\$665,000		\$665,000	See Below
ES-15	Giddens - playground equipment	\$665,000		\$665,000	See Below
ES-16	Whitestone - playground equipment	\$665,000		\$665,000	See Below
ES-17	Steiner - playground equipment	\$665,000		\$665,000	See Below
ES-18	Early Childhood Center - Repurpose ES - Central	\$37,453,000		\$37,000,000	See Below
ES-19	Shade Structures - For campuses without shade structures. Fabric cover for campuses with existing shade structures, when needed.	\$2,673,580		\$3,100,000	See Below
	ES 32		\$79,944,260	\$79,944,260	
	LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central			\$50,000,000	See Below
	Early Childhood Center - Repurpose LEO Campus - North			\$37,000,000	See Below
	Professional Learning Center - Repurpose ES - South			\$37,000,000	See Below
	<b>Elementary School Total</b>	<b>\$195,909,767</b>	<b>\$209,251,013</b>	<b>\$355,417,004</b>	

**Security**

SC-01	Exterior Security Layers - Proposed TEA Requirements - Exterior Door Numbering	Not Priced	Not Priced	\$152,000	
SC-02	Exterior Security Layers - Proposed TEA Requirements - Fencing	Not Priced	Not Priced	\$160,000	
SC-03	Exterior Security Layers - Proposed TEA Requirements - Forced Entry-Resistant Film	Not Priced	Not Priced	\$1,192,400	
SC-04	Exterior Security Layers - Proposed TEA Requirements - Portable/Exterior Door Handle	Not Priced	Not Priced	\$200,000	
SC-05	Exterior Security Layers - Proposed TEA Requirements - Exterior Lockboxes	\$150,000	\$150,000	\$150,000	
SC-06	Interior Security Layers - Proposed TEA Requirements - Panic Alert System - Lockdown Button upgrades and additions	\$87,000	\$87,000	\$87,000	
SC-07	Interior Security Layers - Proposed TEA Requirements - Digital Mapping system	\$144,000	\$144,000	\$144,000	
SC-08	Interior Security Layers - Proposed TEA Requirements - Alert Notification System	\$100,000	\$100,000	\$100,000	
SC-09	Cybersecurity - Content Filters	\$500,000	\$500,000	\$500,000	
SC-10	Cybersecurity - Network Firewalls	\$2,000,000	\$2,000,000	\$2,000,000	
SC-11	Cybersecurity - Recovery Appliances	\$540,000	\$540,000	\$540,000	

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below
	SC-12	Security Cameras - Replacing existing and adding cameras. Replace Servers for cameras.	\$5,335,000		\$5,235,000	See Below
	SC-13	Access Control Panel Upgrade	\$612,000			
	SC-14	Interior Key Switching and Auto-Locking Hardware	\$200,000		\$200,000	See Below
	SC-15	Zone Keys	Not Priced			
	SC-16	Secured Front Entries	Not Priced			
	SC-17	Exterior Lighting	Not Priced			
	SC-18	Interior Classroom Door Handles			\$2,700,000	See Below
	SC-19	Manual Locks	Not Priced			
	SC-20	Camera Replacement at Ag Barns	Not Priced			
	SC-21	Card Readers	Not Priced			
	SC-22	Fencing and Secured Area - Ag Mechanics - CPHS and LHS	Not Priced			
	SC-23	Traffic Rerouting - Ag Mechanics - CPHS	Not Priced			
		<b>Security Total</b>	<b>\$9,668,000</b>	<b>\$3,521,000</b>	<b>\$13,360,400</b>	

**Information Technology**

IT-01	Network Refresh and Upgrades	\$13,635,000	\$13,635,000	\$13,635,000	
IT-02	Second Broadband Network Node	\$7,000,000	\$7,000,000	\$7,000,000	
IT-03	Server and Storage Replacement	\$1,200,000	\$1,200,000	\$1,200,000	
IT-04	Interactive Panel Installation	\$18,000,000		\$18,000,000	See Below
IT-04	Interactive Panel / AV for non classrooms	\$2,200,000		\$2,200,000	See Below
IT-05	Student and Staff Device refresh	\$7,864,000	\$7,864,000	\$7,864,000	
IT-06	CTE Mobile Maker labs	\$120,000	\$120,000	\$120,000	
IT-07	2nd Grade Chromebooks	\$880,000	\$800,000	\$800,000	
IT-08	Tablets for K and 1st Grade	\$1,213,730			
IT-09	Library Maker Space Equipment	\$800,000			
	<b>Information Technology Total</b>	<b>\$52,912,730</b>	<b>\$30,619,000</b>	<b>\$50,819,000</b>	

**Ancillary**

AN-02	Plant Services - "Replace Aging Maintenance Vans (20)"	\$818,840	\$818,840	\$818,840	
AN-03	Plant Services - "Grand View Hills Ancillary Renovation"	\$2,798,150	\$2,798,150	\$2,798,150	
AN-04	Grounds - "Maxicom Irrigation System Upgrades"	Not Priced	Not Priced	Removed	See Below
AN-05	Grounds - Replace Aging Grounds Trucks (20)	\$700,000	\$700,000	\$700,000	
AN-06	Grounds - Replace/Replace Grounds Mowers, Utility Vehicles and Tractors	\$410,000	\$410,000	\$410,000	
AN-07	Grounds - Plant Services Mechanic Shop need updated	\$10,845,104	\$10,845,104	\$10,845,104	
AN-08	Energy Management - Outside wall packs and canopy LED lighting (that stay on all night) for all schools. It also includes parking lot lights at SS, Central Trans, and indoor LED lighting at Central Trans (both office and shop)	\$1,106,604	\$1,106,604	\$1,106,604	
AN-09	Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, CPHS Football, VRHS baseball, VRHS Softball, and RBMS Football.	\$99,614	\$99,614	\$99,614	
AN-10	Transportation - Renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility	\$20,383,942	\$20,383,942	\$20,383,942	
AN-11	Transportation - Bus Replacement and Growth: 134 buses - 80 General Education and 45 Special Education replacements, 9 growth.	\$18,365,000		\$18,300,000	See Below
AN-12	Professional Learning Center	Included with ES Repurpose - Central			

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below
	AN-13	Science Materials Center	\$19,892,625	\$19,892,625	\$19,892,625	
	AN-14	Distribution - Delivery box truck	\$113,250			
	AN-15	Energy Management - Control system for Admin building and admin portables.	\$170,000			
	AN-16	Transportation - Replace the underground tanks at Central Transportation Facility with (an) above ground tank.	\$2,190,391			
	AN-17	Transportation - Bus Cameras for Entire School Transportation Fleet	\$1,200,000		\$1,200,000	See Below
	AN-18	District - Portables - for Growth, HVAC Updates				
	AN-19	Distribution - Delivery Van for 2026	\$46,915			
		<b>Ancillary Total</b>	<b>\$79,140,435</b>	<b>\$57,054,879</b>	<b>\$76,554,879</b>	

	Subcommittee Total	Steering Committee Total	Administrative Recommendation Total
High School Total	\$301,270,343	\$218,076,051	\$257,657,355
Middle School Total	\$49,748,918	\$44,956,434	\$46,084,842
Elementary School Total	\$195,909,767	\$209,251,013	\$355,417,004
Security Total	\$9,668,000	\$3,521,000	\$13,360,400
Information Technology Total	\$52,912,730	\$30,619,000	\$50,819,000
Ancillary Total	\$79,140,435	\$57,054,879	\$76,554,879
<b>Total</b>	<b>\$688,650,193</b>	<b>\$563,478,377</b>	<b>\$799,893,480</b>

	Tier 1 Items recommended by Subcommittees
	Tier 2 Items recommended by Subcommittees
	Tier 3 Items recommended by Subcommittees
	Long Range Projects needed in the next 3 years

## **Explanation of Adjustments in Administrative Estimated Cost Column**

### **High School Projects**

HS-03: VRHS Blvd/Park Street Intersection Improvements: Since VRHS will decline in student population with the secondary zoning process, we feel this project is not absolutely necessary. Traffic works right now although improvements could be made they are not necessary.

HS-07: NHHS Attendance Window: Since NHHS will get a new facility in this proposed package, we do not feel this is necessary at this time.

HS 7 Design: \$17,134,344 pays for the entire architectural fee for HS from start to opening. We have \$10,000,000 in HS7 design from the 2017 bond. With the addition of \$2,134,344 we can get what we need done to get the design ready and put the rest of the architectural fee in the construction part in a future bond.

HS-13 & HS-14: Don Tew and South PAC Renovations: These have been put off for too long and have to be addressed. This is HVAC and modernization work that is over 20 years due so we added it. These would be Proposition C items.

LHS - Phase 1 and Design of Master Plan: We can reduce this number \$1,000,000 by creating some efficiencies in the project.

### **Middle School Projects**

MS-04: CRMS Turf Competition Fields: We would like to wait on the turf to determine which of the two south MS campuses we will repurpose and complete all necessary work as part of the repurpose. If CRMS is not repurposed, we would do the turf then.

CRMS Modernization - Design only: We would like to wait on this design process to determine which of the two south MS campuses we will repurpose and complete all necessary work as part of the repurpose. If CRMS is not repurposed, we would do the modernization then.

MS 10 Design: \$7,968,284 pays for the entire architectural fee for MS from start to opening. \$6,500,000 will allow us to get the design ready and put the rest of the architectural fee in the construction part in a future bond.

### **Elementary School Projects**

ES-02: Naumann Modernization Update: Due to not knowing which of the central elementary schools will be repurposed, we can take one modernization out of this package and roll \$13,000,000 into one of the repurpose projects to do the necessary HVAC work as part of that project instead. This does not predetermined which campus will be repurposed since this money change could work with any of the repurpose choices. So this \$21,259,009 has been removed.

ES-13, ES-14, ES-15, ES-16, ES-17: Playground Equipment projects were added after board discussion on February 9th. Playground equipment renewal is now included in modernization projects. This covers elementary schools who have already received their modernization, but it did not include playground equipment updates.

ES-19 Shade Structures on Elementary School Playgrounds:

- Install new shade structures so each elementary campus has a total of two structures (\$2,600,000)
- Replace shade structure fabric cover when needed if already installed (\$500,000)

Shade structures will become a district standard. Fabric coverings will be replaced by district when needed. Shade structure (poles) will be replaced by district during modernization projects

LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central: Due to not knowing which of the central elementary schools will be repurposed, we can take one modernization out of this package and roll \$13,000,000 into one of the repurpose projects to do the necessary HVAC work as part of that project instead. This does not predetermined which campus will be repurposed since this money change could work with any of the repurpose choices. So \$13,000,000 got added here from ES-02 money.

Repurpose Costs for Elementary Campuses: We took off \$453,000 from each of the four projects by creating efficiencies in each.

### **Security Projects**

SC-12, SC-14, SC-18: Additional security projects were added after board discussions.

### **Information Technology Projects**

IT-04: Interactive panel installation was included after administrative recommendation on February 7th. In order to fulfill our community's desire to have interactive flat panels in every classroom, the installation costs would need to be included in the next bond election.

### **Ancillary Projects**

AN-04: Grounds - Max Irrigation System Upgrades: We removed this and will work around making the current system work or fixing slowly over time out of the maintenance budget.

AN-11: Bus replacement for the aging fleet and cameras for the entire Transportation fleet were added after an administrative recommendation on February 9th.

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, February 16, 2023

<b>Agenda Item:</b>	Consider All Matters Incident and Related to Calling a Bond Election to be Held by the Leander Independent School District, Including the Adoption of an Order Pertaining Thereto
<b>Purpose (this meeting):</b>	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
<b>Administrator Responsible:</b>	Dr. Bruce Gearing, Pete D. Pape, Jimmy Disler, Kristen Savant Bond Counsel – Norton Rose Fulbright US LLP
<b>Attachments:</b>	-DRAFT Leander ISD May 2023 Bond Election Order -Consider All Matters Incident and Related to Calling a Bond Election - Atch1 - \$800MM Bond Capacity -Consider All Matters Incident and Related to Calling a Bond Election - Atch2 - \$900MM Bond Capacity -Proposed Bond Amounts by Proposition -May 2023 Bond Projects by Proposition (uploaded 02-17-23) -May 2023 Bond Projects by Subcommittee (uploaded 02-17-23) -Working Document – Overview of Recommendation for May 2023 Proposed Bond Projects (uploaded on 02-17-23)

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## **Background Information:**

The deadline to order a May 6, 2023, Bond Election is Friday, February 17, 2023. A draft Order has been prepared based on the costs of the projects as recommended by the Citizen Facility Advisory Committee (CFAC) for inclusion in the bond plus any projects added by administration and/or the Board of Trustees less amounts required by law to be placed on separate propositions which will be finalized at a later time in accordance with SB 30.

Please note that the Bond Order has been prepared with placeholders for actual dollar amounts. The amounts will be completed upon an approved motion by the Board for the bond amount.

## **Administrative Recommendation:**

The administration recommends the Board of Trustees adopt an order calling a Bond Election to be held on May 6, 2023, by the Leander Independent School District.

## **Sample Motion:**

I move that the Board of Trustees adopt an Order calling a Bond Election to be held on May 6, 2023, by the Leander Independent School District.

**AN ORDER CALLING A BOND ELECTION TO BE HELD BY THE LEANDER INDEPENDENT SCHOOL DISTRICT, MAKING PROVISION FOR THE CONDUCT OF THE ELECTION, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION**

\* \* \* \* \*

WHEREAS, the Board of Trustees (the *Board*) of the LEANDER INDEPENDENT SCHOOL DISTRICT (the *District*), located in Travis and Williamson Counties, Texas (the *Counties*), hereby finds and determines that an election should be held to determine whether the District shall be authorized to issue bonds of the District in the amounts and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the District will contract (individually, the *Election Contract* and together, the *Election Contracts*) with elections administrators (individually, the *Administrator* and together, the *Administrators*) of each County to conduct all aspects of the Election for all registered voters of the District; and

WHEREAS, the Board hereby finds and determines that the anticipated capital improvements referenced in Proposition A may be submitted to the qualified voters of the District as a single proposition as authorized by Section 45.003(g) of the Texas Education Code (the “Code”) because these capital improvements will be used predominantly for teaching required curriculum and/or administrative purposes and are not the type of facilities described in Section 45.003(g)(1-6), except for the projects specifically included in Proposition B; and

WHEREAS, the Board hereby finds and determines that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; now, therefore,

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

SECTION 1: The Election shall be held in the LEANDER INDEPENDENT SCHOOL DISTRICT on the 6th day of May 2023 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is 78 or more days from the date of the adoption of this order (the *Order*), for the purpose of submitting the following propositions to the qualified voters of the District:

PROPOSITION A

“Shall the Board of Trustees of the Leander Independent School District be authorized to issue and sell bonds of the District in the principal amount not to exceed \$\_\_\_\_\_ for the purposes of designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), the purchase of the necessary sites for school facilities, the purchase of new school buses, the retrofitting of

school buses with emergency, safety, or security equipment, and the purchase or retrofitting of vehicles to be used for emergency, safety, or security purposes, such bonds to mature serially or otherwise (not more than 40 years from their date of issuance) in accordance with law; any issue or series of such bonds to bear interest per annum at such rate or rates (fixed, floating, variable, or otherwise) as may be determined within the discretion of the Board of Trustees, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of such bonds; and shall the Board of Trustees of the District be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION B

“Shall the Board of Trustees of the Leander Independent School District be authorized to issue and sell bonds of the District in the principal amount of \$ \_\_\_\_\_ for the purposes of acquiring and updating technology equipment, such bonds to mature serially or otherwise (not more than 5 years from their date of issuance) in accordance with law; any issue or series of such bonds to bear interest per annum at such rate or rates (fixed, floating, variable, or otherwise) as may be determined within the discretion of the Board of Trustees, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of such bonds; and shall the Board of Trustees of the District be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION C

“Shall the Board of Trustees of the Leander Independent School District be authorized to issue and sell bonds of the District in the principal amount of \$ \_\_\_\_\_ for the purposes of renovating, improving, upgrading, updating, and equipping performing arts centers, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; any issue or series of such bonds to bear interest per annum at such rate or rates (fixed, floating, variable, or otherwise) as may be determined within the discretion of the Board of Trustees, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of such bonds; and shall the Board of Trustees of the District be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2: On Election Day, the polls shall be open from 7 a.m. to 7 p.m. at the locations designated by the Elections Administrators in accordance with the Election Contracts. The locations of such polling places on Election Day are set forth in **Exhibit A** which is attached hereto and incorporated herein by reference as a part of this Order for all purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places designated by the Elections Administrators and to conform to the Election Contracts.

SECTION 3: Early voting shall be administered by each Elections Administrator. Early voting shall be conducted by personal appearance at the locations and during the period early voting is required or permitted by law on the dates and at the times set forth in **Exhibit B** which is attached hereto and incorporated herein by reference as a part of this Order for all purposes. **Exhibit B** shall be modified to include additional or different early voting locations designated by the Elections Administrators and to conform to the Election Contracts.

SECTION 4: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting and for election day voting. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Pursuant to Section 61.012, as amended, Texas Election Code, the Elections Administrators shall provide at least one accessible voting system in each polling place used in the Election.

SECTION 5: The Elections Administrators will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election.

An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of an Early Voting Ballot Board shall be designated by each of the Elections Administrators for their respective County. The Presiding Judge shall appoint not less than two resident qualified voters of the District to serve as members of each such Early Voting Ballot Board.

The District shall utilize a Central Counting Station (individually, the *Station*, and together the *Stations*) as provided by Section 127.001, *et seq.*, as amended, Texas Election Code. The Administrators, or the designees thereof, are hereby appointed as the Manager of each respective Station who will establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code. The Board authorizes the Administrators, or the designees thereof, to appoint the Presiding Judge, the Tabulation Supervisor, and the Programmer of their respective Station and may appoint Station clerks as needed or desirable. The Administrators will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to their respective Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code.

SECTION 6: The official ballot shall be prepared in accordance with the provisions of the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid propositions which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF \$ \_\_\_\_\_ OF BONDS BY THE LEANDER INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES, THE PURCHASE OF NECESSARY SITES FOR SCHOOL FACILITIES, BUSES AND VEHICLES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COST OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY TAX INCREASE.”

PROPOSITION B

“THE ISSUANCE OF \$ \_\_\_\_\_ OF BONDS BY THE LEANDER INDEPENDENT SCHOOL DISTRICT FOR TECHNOLOGY EQUIPMENT AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COST OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY TAX INCREASE.”

PROPOSITION C

“THE ISSUANCE OF \$ \_\_\_\_\_ OF BONDS BY THE LEANDER INDEPENDENT SCHOOL DISTRICT FOR RENOVATIONS TO PERFORMING ARTS CENTERS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE COST OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY TAX INCREASE.”

SECTION 7: All resident, qualified voters of the District shall be permitted to vote at the Election.

SECTION 8: Notice of election, including a Spanish translation thereof, shall be published at least one time in a newspaper of general circulation in the District, with such publication occurring not more than 30 days and not less than 10 days before Election Day. A substantial copy of this Order and the voter information document, including a Spanish translation thereof, shall be posted (i) on the bulletin board used for posting notices of Board meetings not less than 21 days prior to Election Day, (ii) in three additional public places within the District’s boundaries not later than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the District’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the District’s internet website not less than 21 days prior to Election Day.

SECTION 9: In accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the District, as of the date of the adoption of this Order, had outstanding an aggregate principal amount of debt equal to \$1,149,233,704.80; the aggregate amount of the interest owed on such District debt obligations, through respective maturity, totaled \$1,351,102,148.41; and the District levied an ad valorem debt service tax rate for its outstanding

debt obligations of \$0.33 per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Board’s adoption of this Order, the maximum interest rate for any series of bonds authorized at the Election is 5.00% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date of issuance), and the District estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of the Election.

SECTION 10: The Board authorizes the President, Board of Trustees, the Superintendent of Schools, or the respective designee of either of such parties to make such modifications to this Order that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Board, as evidenced herein. By incorporating all essential terms necessary for a joint election agreement, this Order is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the Board of Trustees.

SECTION 11: The recitals contained in the preamble hereof 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 Board.

SECTION 12: All orders and resolutions, 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 ordered herein.

SECTION 13: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America. 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 of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 14: 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 15: This Order shall be in force and effect from and after its final passage, and it is so ordered.

\* \* \*

PASSED AND APPROVED, this the 16<sup>th</sup> day of February, 2023.

LEANDER INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(DISTRICT SEAL)

[Signature Page to Leander Independent School District Bond Election Order]





**Exhibit B**

**TRAVIS COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS\***

Early voting begins Monday, April 24, 2023, and ends on Tuesday, May 2, 2023.

Early Voting Clerk: Dyana Limon-Mercado, PO Box 149325, Austin, Texas 78714-9325.

Presiding Judge of the Early Voting Ballot Board: to be determined by the Administrator.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

**Dates**

**Times**

\*Preliminary, subject to change. If any locations are changed, this will be reflected on the Travis County elections website <https://countyclerk.traviscountytexas.gov/>.

**Early Voting By Mail**

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on April 25, 2023. Applications should be sent to:

Early Voting Clerk  
Dyana Limon-Mercado  
Travis County Clerk – Elections Division  
PO Box 149325  
Austin, Texas 78714-9325  
fax: (512) 854-3969  
email: [ebbm@traviscountytexas.gov](mailto:ebbm@traviscountytexas.gov).

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

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**WILLIAMSON COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS\***

Early voting begins Monday, April 24, 2023, and ends on Tuesday, May 2, 2023.

Early Voting Clerk: Christopher J. Davis, 301 SE Inner Loop Ste 104, Georgetown, Texas 78626.

Presiding Judge of the Early Voting Ballot Board: to be determined by the Administrator.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

**Dates**

**Times**

\*Preliminary, subject to change. If any locations are changed, this will be reflected on the Williamson County elections website <https://www.wilco.org/>.

**Early Voting By Mail**

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on April 25, 2023. Applications should be sent to:

Early Voting Clerk  
Christopher J. Davis  
Williamson County Elections Department  
PO Box 209  
Georgetown, Texas 78627  
fax: (512) 943-1634  
email: [BBM@wilco.org](mailto:BBM@wilco.org).

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

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Leander Independent School District														
Bond Capacity Tax Rate Impact Analysis														
Updated Bond Projections as of February 13, 2023 (33-Cent I&S Tax Rate)														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year Basis	Debt Service Post Ser 2022 Issuance	Less: 2023 Cash Defeasance Ser 14D CABs	Debt Service Post-2023 Defeasance	\$800MM Bond Election (May 2023) / Issuances 2023-2025					Future Debt Service + Cash Defeasances	Estimated Taxable Assessed Value	TAV Growth Rate	Tax Rate	Estimated I&S Fund Revenue	Excess I&S Revenue
				Ser 2023 Bonds \$300MM 5.00% TIC	2024 Cash Defeasance CABs	Ser 2024 Bonds \$300MM 5.00% TIC	2025 Cash Defeasance CABs	Ser 2025 Bonds \$200MM 5.50% TIC						
2023	\$ 114,569,363	\$ 26,968,740	\$ 141,538,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,538,103	\$ 37,546,193,872	27.05%	\$ 0.33000	\$ 137,416,142	\$ -
2024	121,629,582		121,629,582	21,290,000	6,800,000	-	-	-	149,719,582	41,300,813,259	10.00%	0.33000	149,744,435	24,853
2025	121,347,582	(12,065,000)	109,282,582	21,285,500	-	21,290,000	8,000,000	-	159,858,082	44,604,878,320	8.00%	0.33000	160,593,332	735,251
2026	121,581,832	(11,510,000)	110,071,832	21,285,500	-	21,285,500	(7,250,000)	14,910,000	160,302,832	46,835,122,236	5.00%	0.33000	167,916,338	7,613,506
2027	121,704,582	(7,000,000)	114,704,582	21,284,000	(3,930,000)	21,285,500	(1,065,000)	14,909,950	167,189,032	49,176,878,348	5.00%	0.33000	175,605,494	8,416,463
2028	116,838,082	-	116,838,082	21,285,250	(2,795,000)	21,284,000	(300,000)	14,908,075	171,220,407	50,160,415,915	2.00%	0.33000	178,834,940	7,614,533
2029	117,083,832	-	117,083,832	21,283,250	(2,255,000)	21,285,250	-	14,908,825	172,306,157	51,163,624,233	2.00%	0.33000	182,128,975	9,822,818
2030	117,026,932	-	117,026,932	21,287,250	-	21,283,250	-	14,911,375	174,508,807	52,186,896,718	2.00%	0.33000	185,488,890	10,980,083
2031	117,088,432	-	117,088,432	21,286,000	-	21,287,250	-	14,909,900	174,571,582	52,186,896,718	0.00%	0.33000	185,488,890	10,917,308
2032	116,633,599	-	116,633,599	21,283,750	-	21,286,000	-	14,908,850	174,112,199	52,186,896,718	0.00%	0.33000	185,488,890	11,376,691
2033	108,644,032	-	108,644,032	21,284,500	-	21,283,750	-	14,907,400	166,119,682	52,186,896,718	0.00%	0.33000	185,488,890	19,369,208
2034	112,027,931	-	112,027,931	21,287,000	-	21,284,500	-	14,909,725	169,509,156	52,186,896,718	0.00%	0.33000	185,488,890	15,979,734
2035	80,700,995	-	80,700,995	21,285,000	-	21,287,000	-	14,909,725	138,182,720	52,186,896,718	0.00%	0.33000	185,488,890	47,306,170
2036	80,864,895	-	80,864,895	21,287,500	-	21,285,000	-	14,911,575	138,348,970	52,186,896,718	0.00%	0.33000	185,488,890	47,139,920
2037	77,566,795	-	77,566,795	21,288,000	-	21,287,500	-	14,909,175	135,051,470	52,186,896,718	0.00%	0.33000	185,488,890	50,437,420
2038	77,212,895	-	77,212,895	21,285,250	-	21,288,000	-	14,911,700	134,697,845	52,186,896,718	0.00%	0.33000	185,488,890	50,791,045
2039	74,554,995	-	74,554,995	21,288,000	-	21,285,250	-	14,907,775	132,036,020	52,186,896,718	0.00%	0.33000	185,488,890	53,452,870
2040	80,134,695	-	80,134,695	21,284,500	-	21,288,000	-	14,911,575	137,618,770	52,186,896,718	0.00%	0.33000	185,488,890	47,870,120
2041	98,823,640	-	98,823,640	21,283,500	-	21,284,500	-	14,911,450	156,303,090	52,186,896,718	0.00%	0.33000	185,488,890	29,185,800
2042	77,867,310	-	77,867,310	21,283,250	-	21,283,500	-	14,911,300	135,345,360	52,186,896,718	0.00%	0.33000	185,488,890	50,143,530
2043	87,105,060	-	87,105,060	21,287,000	-	21,283,250	-	14,909,750	144,585,060	52,186,896,718	0.00%	0.33000	185,488,890	40,903,830
2044	89,965,660	-	89,965,660	21,287,750	-	21,287,000	-	14,910,425	147,450,835	52,186,896,718	0.00%	0.33000	185,488,890	38,038,055
2045	57,846,050	-	57,846,050	21,283,750	-	21,287,750	-	14,911,675	115,329,225	52,186,896,718	0.00%	0.33000	185,488,890	70,159,665
2046	59,200,450	-	59,200,450	21,288,250	-	21,283,750	-	14,911,850	116,684,300	52,186,896,718	0.00%	0.33000	185,488,890	68,804,590
2047	59,209,650	-	59,209,650	21,283,750	-	21,288,250	-	14,909,300	116,690,950	52,186,896,718	0.00%	0.33000	185,488,890	68,797,940
2048	59,212,350	-	59,212,350	21,283,500	-	21,283,750	-	14,907,375	116,686,975	52,186,896,718	0.00%	0.33000	185,488,890	68,801,915
2049	57,194,550	-	57,194,550	-	-	21,283,500	-	14,909,150	93,387,200	52,186,896,718	0.00%	0.33000	185,488,890	92,101,690
2050	12,582,550	-	12,582,550	-	-	-	-	14,912,425	27,494,975	52,186,896,718	0.00%	0.33000	185,488,890	157,993,915
2051	7,298,500	-	7,298,500	-	-	-	-	-	7,298,500	52,186,896,718	0.00%	0.33000	185,488,890	178,190,390
2052	7,297,500	-	7,297,500	-	-	-	-	-	7,297,500	52,186,896,718	0.00%	0.33000	185,488,890	178,191,390
2053	-	-	-	-	-	-	-	-	-	52,186,896,718	0.00%	0.33000	185,488,890	185,488,890
	\$ 2,550,814,319	\$ (3,606,260)	\$ 2,547,208,059	\$ 532,141,000	\$ (2,180,000)	\$ 532,141,000	\$ (615,000)	\$ 372,750,325	\$ 3,981,445,384					

Notes:  
Existing and future year debt service shown on Feb. & Aug. payment basis to align with tax receipts.  
New money assumes 5.0% TIC for S2023 & S2024 issuance, 5.5% TIC for S2025 issuance / 25-year term on new money bonds.

Leander Independent School District														
Bond Capacity Tax Rate Impact Analysis														
Updated Bond Projections as of February 13, 2023 (33-Cent I&S Tax Rate)														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year Basis	Debt Service Post Ser 2022 Issuance	Less: 2023 Cash Defeasance Ser 14D CABs	Debt Service Post-2023 Defeasance	\$900MM Bond Election (May 2023) / Issuances 2023-2025					Future Debt Service + Cash Defeasances	Estimated Taxable Assessed Value	TAV Growth Rate	Tax Rate	Estimated I&S Fund Revenue	Excess I&S Revenue
				Ser 2023 Bonds \$300MM 5.00% TIC	2024 Cash Defeasance CABs	Ser 2024 Bonds \$300MM 5.00% TIC	2025 Cash Defeasance CABs	Ser 2025 Bonds \$300MM 5.50% TIC						
2023	\$ 114,569,363	\$ 26,968,740	\$ 141,538,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,538,103	\$ 37,546,193,872	27.05%	0.33000	\$ 137,416,142	\$ -
2024	121,629,582		121,629,582	21,290,000	6,800,000	-	-	-	149,719,582	41,300,813,259	10.00%	0.33000	149,744,435	24,853
2025	121,347,582	(12,065,000)	109,282,582	21,285,500		21,290,000	8,000,000	-	159,858,082	44,604,878,320	8.00%	0.33000	160,593,332	735,251
2026	121,581,832	(11,510,000)	110,071,832	21,285,500		21,285,500	(7,250,000)	22,365,000	167,757,832	46,835,122,236	5.00%	0.33000	167,916,338	158,506
2027	121,704,582	(7,000,000)	114,704,582	21,284,000	(3,930,000)	21,285,500	(1,065,000)	22,362,425	174,641,507	49,176,878,348	5.00%	0.33000	175,605,494	963,988
2028	116,838,082	-	116,838,082	21,285,250	(2,795,000)	21,284,000	(300,000)	22,367,250	178,679,582	50,160,415,915	2.00%	0.33000	178,834,940	155,358
2029	117,083,832		117,083,832	21,283,250	(2,255,000)	21,285,250		22,363,100	179,760,432	51,163,624,233	2.00%	0.33000	182,128,975	2,368,543
2030	117,026,932		117,026,932	21,287,250	-	21,283,250	-	22,364,425	181,961,857	52,186,896,718	2.00%	0.33000	185,488,890	3,527,033
2031	117,088,432		117,088,432	21,286,000	-	21,287,250	-	22,364,850	182,026,532	52,186,896,718	0.00%	0.33000	185,488,890	3,462,358
2032	116,633,599		116,633,599	21,283,750	-	21,286,000	-	22,363,275	181,566,624	52,186,896,718	0.00%	0.33000	185,488,890	3,922,266
2033	108,644,032		108,644,032	21,284,500	-	21,283,750	-	22,363,600	173,575,882	52,186,896,718	0.00%	0.33000	185,488,890	11,913,008
2034	112,027,931		112,027,931	21,287,000	-	21,284,500	-	22,364,450	176,963,881	52,186,896,718	0.00%	0.33000	185,488,890	8,525,009
2035	80,700,995		80,700,995	21,285,000	-	21,287,000	-	22,364,450	145,637,445	52,186,896,718	0.00%	0.33000	185,488,890	39,851,445
2036	80,864,895		80,864,895	21,287,500	-	21,285,000	-	22,362,225	145,799,620	52,186,896,718	0.00%	0.33000	185,488,890	39,689,270
2037	77,566,795		77,566,795	21,288,000	-	21,287,500	-	22,366,400	142,508,695	52,186,896,718	0.00%	0.33000	185,488,890	42,980,195
2038	77,212,895		77,212,895	21,285,250	-	21,288,000	-	22,365,050	142,151,195	52,186,896,718	0.00%	0.33000	185,488,890	43,337,695
2039	74,554,995		74,554,995	21,288,000	-	21,285,250	-	22,366,800	139,495,045	52,186,896,718	0.00%	0.33000	185,488,890	45,993,845
2040	80,134,695		80,134,695	21,284,500	-	21,288,000	-	22,364,725	145,071,920	52,186,896,718	0.00%	0.33000	185,488,890	40,416,970
2041	98,823,640		98,823,640	21,283,500	-	21,284,500	-	22,367,175	163,758,815	52,186,896,718	0.00%	0.33000	185,488,890	21,730,075
2042	77,867,310		77,867,310	21,283,250	-	21,283,500	-	22,366,950	142,801,010	52,186,896,718	0.00%	0.33000	185,488,890	42,687,880
2043	87,105,060		87,105,060	21,287,000	-	21,283,250	-	22,367,125	152,042,435	52,186,896,718	0.00%	0.33000	185,488,890	33,446,455
2044	89,965,660		89,965,660	21,287,750	-	21,287,000	-	22,365,500	154,905,910	52,186,896,718	0.00%	0.33000	185,488,890	30,582,980
2045	57,846,050		57,846,050	21,283,750	-	21,287,750	-	22,364,875	122,782,425	52,186,896,718	0.00%	0.33000	185,488,890	62,706,465
2046	59,200,450		59,200,450	21,288,250	-	21,283,750	-	22,362,775	124,135,225	52,186,896,718	0.00%	0.33000	185,488,890	61,353,665
2047	59,209,650		59,209,650	21,283,750	-	21,288,250	-	22,366,725	124,148,375	52,186,896,718	0.00%	0.33000	185,488,890	61,340,515
2048	59,212,350		59,212,350	21,283,500	-	21,283,750	-	22,363,700	124,143,300	52,186,896,718	0.00%	0.33000	185,488,890	61,345,590
2049	57,194,550		57,194,550	-	-	21,283,500	-	22,366,225	100,844,275	52,186,896,718	0.00%	0.33000	185,488,890	84,644,615
2050	12,582,550		12,582,550	-	-	-	-	22,366,000	34,948,550	52,186,896,718	0.00%	0.33000	185,488,890	150,540,340
2051	7,298,500		7,298,500	-	-	-	-	-	7,298,500	52,186,896,718	0.00%	0.33000	185,488,890	178,190,390
2052	7,297,500		7,297,500	-	-	-	-	-	7,297,500	52,186,896,718	0.00%	0.33000	185,488,890	178,191,390
2053	-		-	-	-	-	-	-	-	52,186,896,718	0.00%	0.33000	185,488,890	185,488,890
	\$ 2,550,814,319	\$ (3,606,260)	\$ 2,547,208,059	\$ 532,141,000	\$ (2,180,000)	\$ 532,141,000	\$ (615,000)	\$ 559,125,075	\$ 4,167,820,134					

Notes:  
Existing and future year debt service shown on Feb. & Aug. payment basis to align with tax receipts.  
New money assumes 5.0% TIC for S2023 & S2024 issuance, 5.5% TIC for S2025 issuance / 25-year term on new money bonds.

**Leander Independent School District  
May 2023 Proposed Bond Projects - Draft 2/10/23**

Campus Sort	Subcommittee	Subcommittee project number	Project	Project Cost	Proposition	Original Cost	Savings
				<b>Estimated Cost</b>			
1	High School	HS-01	LHS - Roof repairs	\$375,000	A		
1		HS-02	CPHS - Roof Repairs Section AA	\$123,503	A		
1		HS-03	VRHS - Vista Ridge Blvd/Park Street intersection improvements	Removed	A	\$5,956,230	\$5,956,230
1		HS-04	LHS - Band practice field fence/bollards	\$250,920	A		
1		HS-05	CPHS Modernization Update	\$44,613,148	A		
1		HS-06	VRHS Modernization Update	\$69,635,000	A		
1		HS-07	District - NHHS Attendance window	Removed	A	\$267,810	\$267,810
1		HS-08	District - 18+ Building	\$22,261,930	A		
1		HS-12	District - Turf - Baseball and softball - VHS, CPHS, VRHS, LHS, and RHS	\$27,601,380	A		
1		HS-16	District - New Facility for ECHS	\$43,991,130	A		
1		HS-31	STEM High School - Design Only	\$3,000,000	A		
1		HS-32	HS 7 - Design Only	\$2,134,344	A	\$17,134,344	\$15,000,000
1		HS-33	LHS - Phase 1 and Design of Master Plan	\$30,000,000	A	\$31,000,000	\$1,000,000
2	Middle School	MS-01	RBMS Modernization Update	\$31,898,758	A		
2		MS-02	CRMS - Heat Recovery Units	\$3,000,000	A		
2		MS-04	RBMS - Turf Competition Fields (removed CRMS)	\$1,186,500	A	\$2,373,000	\$1,186,500
2	Middle School	MS-05	All Middle Schools - Cafeteria Sound & Lighting	Removed	A	\$2,000,000	\$2,000,000
2		MS-11	MS 10 - Design Only	\$6,500,000	A	\$7,968,284	\$1,468,284
2		MS-12	CRMS Modernization Update - Design Only	Removed	A	\$4,185,092	\$4,185,092
2		MS-13	HMS Modernization Update - Design Only	\$3,499,584	A		
3	Elementary	ES-01	Bagdad Modernization Update	\$21,259,009	A		
3		ES-02	Naumann Modernization Update	Removed	A	\$21,259,009	\$21,259,009
3		ES-03	ES 31	\$71,432,375	A		
3		ES-04	ES 30 - Roads	\$14,000,000	A		
3		ES-09	Replace Student Sinks -Whitestone, Faubion, Cypress, Mason, Block Playscapes - replacement: Blockhouse Creek, Cypress, Giddens, Whitestone, Steiner Ranch	\$3,325,000	A		
3	Elementary	ES-13	Early Childhood Center - Repurpose ES - Central	\$37,000,000	A		
3		ES-19	Elementary Schools - shade structures and replacement covers	\$3,100,000	A		
3		ES-20	Early Childhood Center - Repurpose LEO Campus - North	\$37,000,000	A		
3		ES-21	Professional Learning Center - Repurpose ES - South	\$37,000,000	A		
3		ES-50	ES 32	\$79,944,260	A		
4	Security	SC-01	Exterior Security Layers - Proposed TEA Requirements - Exterior Door Numbering	\$152,000	A		
4		SC-02	Exterior Security Layers - Proposed TEA Requirements - Fencing	\$160,000	A		
4		SC-03	Exterior Security Layers - Proposed TEA Requirements - Forced Entry-Resistant Film	\$1,192,400	A		
4		SC-04	Exterior Security Layers - Proposed TEA Requirements - Portable/Exterior Door Handle	\$200,000	A		
4		SC-05	Exterior Security Layers - Proposed TEA Requirements - Exterior Lockboxes	\$150,000	A		
4		SC-06	Interior Security Layers - Proposed TEA Requirements - Panic Alert System - Lockdown Button upgrades and additions	\$87,000	A		
4		SC-07	Interior Security Layers - Proposed TEA Requirements - Digital Mapping system	\$144,000	A		
4		SC-08	Interior Security Layers - Proposed TEA Requirements - Alert Notification System	\$100,000	A		
4		SC-09	Cybersecurity - Content Filters	\$500,000	A		
4		SC-10	Cybersecurity - Network Firewalls	\$2,000,000	A		
4		SC-11	Cybersecurity - Recovery Appliances	\$540,000	A		
4		SC-14	Security items - Interior Key Switches and auto-locking hardware, classroom door handles	\$200,000	A		
4		SC-18	Security items - classroom door handles - remain lock at all times	\$2,700,000	A		
5	Information Technology	IT-01	Network Refresh and Upgrades	\$13,635,000	A		
5		IT-02	Second Broadband Network Node	\$7,000,000	A		
5		IT-03	Server and Storage Replacement	\$1,200,000	A		
5		IT-04	Interactive Panel Installation	\$18,000,000	A		
6	Ancillary	AN-01	Distribution - Fork Lift	\$71,500	A		
6		AN-02	Plant Services - "Replace Aging Maintenance Vans (20)"	\$818,840	A		
6		AN-03	Plant Services - "Grand View Hills Ancillary Renovation"	\$2,798,150	A		
6		AN-05	Grounds - Replace Aging Grounds Trucks (20)	\$700,000	A		
6		AN-06	Grounds - Replace Grounds Mowers, Utility Vehicles and Tractors	\$410,000	A		
6		AN-07	Grounds - Plant Services Mechanic Shop need updated	\$10,845,104	A		
6		AN-08	Energy Management - Outside wall packs and canopy LED lighting (that stay on all night) for all schools. It also includes parking lot lights at SS, Central Transportation, and indoor LED lighting at Central Transportation (both office and shop)	\$1,106,604	A		
6		AN-09	Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, CPHS Football, VRHS baseball, VRHS Softball, and RBMS Football.	\$99,614	A		

6		AN-10	Transportation - Renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility	\$20,383,942	A		
6		AN-11	Buses - Replacement: 80 gen ed, 45 sped, 9 growth	\$18,300,000	A		
6		AN-13	Science Materials Center	\$19,892,625	A		
		ES-22	LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central	\$50,000,000	A	\$37,400,000	-\$12,600,000
					<b>\$768,874,980</b>		
4		SC-12	Security Cameras - Replacing existing and adding cameras	\$5,235,000	B		
5		IT-04	Interactive Panel / AV for non classrooms	\$2,200,000	B		
5		IT-05	Student and Staff Device refresh	\$7,864,000	B		
5		IT-06	CTE Mobile Maker labs	\$120,000	B		
5		IT-07	2nd Grade Chromebooks	\$800,000	B		
6		AN-17	Buses - camera replacements	\$1,200,000	B		
					<b>\$17,419,000</b>		
1	High School	HS-13	Don Tew PAC Modernization	\$6,835,500	C		
1		HS-14	South PAC Modernization	\$6,835,500	C		
6		AN-04	Grounds - " <del>Maxicom Irrigation System Upgrades</del> "	Removed	<b>\$13,671,000</b>	\$1,400,000	\$1,400,000
			<b>Total</b>		<b>\$799,964,980</b>		
			Tier 1 Items Recommended by Subcommittees				
			Tier 2 Items Recommended by Subcommittees				
			Tier 3 Items Recommended by Subcommittees				
			Long Range Plan Projects not included in subcommittee recommendations				
			LHS Masterplan Project recommended by Board				
			Capital Renewal Campus Modernization projects that were not included in subcommittee recommendations, so				

**Leander Independent School District  
May 2023 Bond Projects  
Overview of Recommendations**

Subcommittee Project Number	Project Description	Project Amount Included	Proposition	Proposition Total
HS-01	LHS - Roof repairs	\$375,000	A	
HS-02	CPHS - Roof Repairs Section AA	\$123,503	A	
HS-04	LHS - Band practice field fence/bollards	\$250,920	A	
HS-05	CPHS Modernization	\$44,613,148	A	
HS-06	VRHS Modernization	\$69,635,000	A	
HS-08	District - 18+ Building	\$22,261,930	A	
HS-12	District - Turf - Baseball and softball - VHS, CPHS, VRHS, LHS, and RHS	\$27,601,380	A	
HS-15	District - Band instrument replacement	\$3,762,500	A	
HS-16	District - New Facility for ECHS	\$6,991,130	A	
HS-32	HS 7 - Design Only - Partial	\$2,134,344	A	
HS-33	LHS - Phase 1 and Design of Master Plan (Partial)	\$30,000,000	A	
MS-01	RBMS Modernization	\$31,898,758	A	
MS-02	CRMS - Heat Recovery Units	\$3,000,000	A	
MS-04	RBMS - Turf Competition Fields	\$1,186,500	A	
MS-10	All Middle Schools - Music Instrument Replacement	\$2,508,200	A	
MS-19	HMS Modernization Update - Design Only	\$3,499,584	A	
MS-20	MS 10 - Design Only - Partial	\$6,500,000	A	
ES-01	Bagdad Modernization	\$21,259,009	A	
ES-03	ES 31	\$71,432,375	A	
ES-04	ES 30 - Roads	\$14,000,000	A	
ES-09	Student Sinks outside Bathrooms and in Cafeteria: Whitestone, Faubion, Mason, Cypress, Blockhouse	\$1,356,360	A	
ES-18	Early Childhood Center - Repurpose ES - Central	\$37,000,000	A	
ES-19	Shade Structures - For campuses without shade structures. Fabric cover for campuses with existing shade structures, when needed.	\$3,100,000	A	
ES-20	ES 32	\$79,944,260	A	
ES-21	LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central	\$50,000,000	A	
ES-22	Early Childhood Center - Repurpose LEO Campus - North	\$37,000,000	A	
ES-23	Professional Learning Center - Repurpose ES - South	\$37,000,000	A	
SC-01	Exterior Security Layers - Proposed TEA Requirements - Exterior Door Numbering	\$152,000	A	
SC-02	Exterior Security Layers - Proposed TEA Requirements - Fencing	\$160,000	A	
SC-03	Exterior Security Layers - Proposed TEA Requirements - Forced Entry-Resistant Film	\$1,192,400	A	
SC-04	Exterior Security Layers - Proposed TEA Requirements - Portable/Exterior Door Handle	\$200,000	A	
SC-05	Exterior Security Layers - Proposed TEA Requirements - Exterior Lockboxes	\$150,000	A	
SC-06	Interior Security Layers - Proposed TEA Requirements - Panic Alert System - Lockdown Button upgrades and additions	\$87,000	A	
SC-07	Interior Security Layers - Proposed TEA Requirements - Digital Mapping system	\$144,000	A	

**Leander Independent School District  
May 2023 Bond Projects  
Overview of Recommendations**

Subcommittee Project Number	Project Description	Project Amount Included	Proposition	Proposition Total
SC-08	Interior Security Layers - Proposed TEA Requirements - Alert Notification System	\$100,000	A	
SC-09	Cybersecurity - Content Filters	\$500,000	A	
SC-10	Cybersecurity - Network Firewalls	\$2,000,000	A	
SC-11	Cybersecurity - Recovery Appliances	\$540,000	A	
SC-12	Security Cameras - Replacing existing and adding cameras. Replace Servers for cameras.	\$5,235,000	A	
SC-14	Interior Key Switching and Auto-Locking Hardware	\$200,000	A	
SC-18	Interior Classroom Door Handles	\$2,700,000	A	
AN-02	Plant Services - "Replace Aging Maintenance Vans (20)"	\$818,840	A	
AN-03	Plant Services - "Grand View Hills Ancillary Renovation"	\$2,798,150	A	
AN-05	Grounds - Replace Aging Grounds Trucks (20)	\$700,000	A	
AN-06	Grounds - Replace Replace Grounds Mowers, Utility Vehicles and Tractors	\$410,000	A	
AN-07	Grounds - Plant Services Mechanic Shop need updated	\$10,842,838	A	
AN-08	Energy Management - Outside wall packs and canopy LED lighting (that stay on all night) for all schools. It also includes parking lot lights at SS, Central Trans, and indoor LED lighting at Central Trans (both office and shop)	\$1,106,604	A	
AN-09	Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, VRHS baseball, VRHS Softball, and RBMS Football.	\$82,700	A	
AN-10	Transportation - Renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility	\$20,383,942	A	
AN-11	Transportation - Bus Replacement and Growth: 134 buses - 80 General Education and 45 Special Education replacements, 9 growth.	\$18,300,000	A	
AN-13	Science Materials Center	\$19,892,625	A	
AN-17	Transportation - Bus Cameras for Entire School Transportation Fleet	\$1,200,000	A	<b>\$698,330,000</b>
IT-01	Network Refresh and Upgrades	\$13,635,000	B	
IT-02	Second Broadband Network Node	\$7,000,000	B	
IT-03	Server and Storage Replacement	\$1,200,000	B	
IT-04	Interactive Panel Installation	\$18,000,000	B	
IT-04	Interactive Panel / AV for non classrooms	\$2,200,000	B	
IT-05	Student and Staff Device refresh	\$7,864,000	B	
IT-06	CTE Mobile Maker labs	\$121,000	B	
IT-07	2nd Grade Chromebooks	\$800,000	B	<b>\$50,820,000</b>
HS-13	District - Don Tew PAC - Modernization	\$6,835,000	C	
HS-14	District - South PAC - Modernization	\$6,835,000	C	<b>\$13,670,000</b>

**\$762,820,000**

**Leander Independent School District  
May 2023 Bond Projects  
Overview of Recommendations**

Subcommittee Project Number	Project Description	Project Amount Included	Proposition	Proposition Total
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	Board Approved Total
Proposition A Total	\$698,330,000
Proposition B Total	\$50,820,000
Proposition C Total	\$13,670,000
<b>Total</b>	<b>\$762,820,000</b>

	Tier 1 Items recommended by Subcommittees
	Tier 2 Items recommended by Subcommittees
	Tier 3 Items recommended by Subcommittees
	Long Range Projects needed in the next 3 years

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

<b>Subcommittee</b>	<b>Subcommittee Project Number</b>	<b>Project Description</b>	<b>Estimated Cost</b>
<b>High School</b>			
	HS-01	LHS - Roof repairs	\$375,000
	HS-02	CPHS - Roof Repairs Section AA	\$123,503
	HS-04	LHS - Band practice field fence/bollards	\$250,920
	HS-05	CPHS Modernization	\$44,613,148
	HS-06	VRHS Modernization	\$69,635,000
	HS-08	District - 18+ Building	\$22,261,930
	HS-12	District - Turf - Baseball and softball - VHS, CPHS, VRHS, LHS, and RHS	\$27,601,380
	HS-13	District - Don Tew PAC - Modernization	\$6,835,000
	HS-14	District - South PAC - Modernization	\$6,835,000
	HS-15	District - Band instrument replacement	\$3,762,500
	HS-16	Design for new facility & portable buildings	\$6,991,130
		HS 7 - Design Only - Partial	\$2,134,344
		LHS - Phase 1 and Design of Master Plan (Partial)	\$30,000,000
		<b>High School Total</b>	<b>\$221,418,855</b>

<b>Middle School</b>			
	MS-01	RBMS Modernization	\$31,898,758
	MS-02	CRMS - Heat Recovery Units	\$3,000,000
	MS-04	RBMS - Turf Competition Fields	\$1,186,500
	MS-10	All Middle Schools - Music Instrument Replacement	\$2,508,200
		HMS Moderization Update - Design Only	\$3,499,584
		MS 10 - Design Only - Partial	\$6,500,000
		<b>Middle School Total</b>	<b>\$48,593,042</b>

<b>Elementary School</b>			
	ES-01	Bagdad Modernization	\$21,259,009
	ES-03	ES 31	\$71,432,375
	ES-04	ES 30 - Roads	\$14,000,000
	ES-09	Student Sinks outside Bathrooms and in Cafeteria: Whitestone, Faubion, Mason, Cypress, Blockhouse	\$1,356,360
	ES-18	Early Childhood Center - Repurpose ES - Central	\$37,000,000
	ES-19	Shade Structures - For campuses without shade structures. Fabric cover for campuses with existing shade structures, when needed.	\$3,100,000
		ES 32	\$79,944,260
		LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central	\$50,000,000
		Early Childhood Center - Repurpose LEO Campus - North	\$37,000,000
		Professional Learning Center - Repurpose ES - South	\$37,000,000
		<b>Elementary School Total</b>	<b>\$352,092,004</b>

<b>Security</b>			
	SC-01	Exterior Security Layers - Proposed TEA Requirements - Exterior Door Numbering	\$152,000
	SC-02	Exterior Security Layers - Proposed TEA Requirements - Fencing	\$160,000
	SC-03	Exterior Security Layers - Proposed TEA Requirements - Forced Entry-Resistant Film	\$1,192,400
	SC-04	Exterior Security Layers - Proposed TEA Requirements - Portable/Exterior Door Handle	\$200,000
	SC-05	Exterior Security Layers - Proposed TEA Requirements - Exterior Lockboxes	\$150,000
	SC-06	Interior Security Layers - Proposed TEA Requirements - Panic Alert System - Lockdown Button upgrades and additions	\$87,000
	SC-07	Interior Security Layers - Proposed TEA Requirements - Digital Mapping system	\$144,000
	SC-08	Interior Security Layers - Proposed TEA Requirements - Alert Notification System	\$100,000
	SC-09	Cybersecurity - Content Filters	\$500,000
	SC-10	Cybersecurity - Network Firewalls	\$2,000,000
	SC-11	Cybersecurity - Recovery Appliances	\$540,000
	SC-12	Security Cameras - Replacing existing and adding cameras. Replace Servers for cameras.	\$5,235,000
	SC-14	Interior Key Switching and Auto-Locking Hardware	\$200,000
	SC-18	Interior Classroom Door Handles	\$2,700,000
		<b>Security Total</b>	<b>\$13,360,400</b>

<b>Information Technology</b>			
	IT-01	Network Refresh and Upgrades	\$13,635,000
	IT-02	Second Broadband Network Node	\$7,000,000
	IT-03	Server and Storage Replacement	\$1,200,000
	IT-04	Interactive Panel Installation	\$18,000,000
	IT-04	Interactive Panel / AV for non classrooms	\$2,200,000
	IT-05	Student and Staff Device refresh	\$7,864,000
	IT-06	CTE Mobile Maker labs	\$121,000
	IT-07	2nd Grade Chromebooks	\$800,000
		<b>Information Technology Total</b>	<b>\$50,820,000</b>

<b>Ancillary</b>			
	AN-02	Plant Services - "Replace Aging Maintenance Vans	\$818,840
	AN-03	Plant Services - "Grand View Hills Ancillary Renova	\$2,798,150
	AN-05	Grounds - Replace Aging Grounds Trucks (20)	\$700,000
	AN-06	Grounds - ReplaceReplace Grounds Mowers, Utility Vehicles and Tractors	\$410,000
	AN-07	Grounds - Plant Services Mechanic Shop need updated	\$10,842,838
	AN-08	Energy Management - Outside wall packs and canopy LED lighting (that stay on all night) for all schools.It also includes parking lot lights at SS, Central Trans, and indoor LED lighting at Central Trans (both office and shop)	\$1,106,604
	AN-09	Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, VRHS baseball, VRHS Softball, and RBMS Football.	\$82,700
	AN-10	Transportation - Renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility	\$20,383,942
	AN-11	Transportation - Bus Replacement and Growth: 134 buses - 80 General Education and 45 Special Education replacements, 9 growth.	\$18,300,000
	AN-13	Science Materials Center	\$19,892,625
	AN-17	Transportation - Bus Cameras for Entire School Transportation Fleet	\$1,200,000
		<b>Ancillary Total</b>	<b>\$76,535,699</b>



**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
<b>High School</b>								
	HS-01	LHS - Roof repairs	\$375,000	\$375,000	\$375,000		\$375,000	\$375,000
	HS-02	CPHS - Roof Repairs Section AA	\$123,503	\$123,503	\$123,503		\$123,503	\$498,503
	HS-03	VRHS - Vista Ridge Blvd/Park Street intersection improvements	\$5,956,230	\$5,956,230	Removed	See Below		\$498,503
	HS-04	LHS - Band practice field fence/bollards	\$250,920	\$250,920	\$250,920		\$250,920	\$749,423
	HS-05	CPHS Modernization	\$44,613,148	\$44,613,148	\$44,613,148		\$44,613,148	\$45,362,571
	HS-06	VRHS Modernization	\$69,635,000	\$69,635,000	\$69,635,000		\$69,635,000	\$114,997,571
	HS-07	District - NHHS Attendance window	\$267,810	\$267,810	Removed	See Below		\$114,997,571
	HS-08	District - 18+ Building	\$22,261,930	\$22,261,930	\$22,261,930		\$22,261,930	\$137,259,501
	HS-09	CPHS - Wrestling Room	\$5,297,826					\$137,259,501
	HS-10	District - NHHS Building	\$43,239,806					\$137,259,501
	HS-11	VHS - Parking Lot Security Gates	Not Priced					\$137,259,501
	HS-12	District - Turf - Baseball and softball - VHS, CPHS, VRHS, LHS, and RHS	\$27,601,380	\$27,601,380	\$27,601,380		\$27,601,380	\$164,860,881
	HS-13	District - Don Tew PAC - Modernization	\$6,835,500		\$6,835,500	See Below	\$6,835,000	\$171,695,881
	HS-14	District - South PAC - Modernization	\$6,835,500		\$6,835,500	See Below	\$6,835,000	\$178,530,881
	HS-15	District - Band instrument replacement	\$3,762,500				\$3,762,500	\$182,293,381
	HS-16	District - New Facility for ECHS (original) Design for new facility & portables (ammend)	\$43,991,130	\$43,991,130	\$43,991,130		\$6,991,130	\$189,284,511
	HS-17	District - Auditorium - GHS, RHS, VHS, and VRHS Renovations	\$6,515,556					\$189,284,511
	HS-18	District - VRHS and VHS Football locker room expansion, reconfigure VRHS and VHS locker rooms	Not Priced					\$189,284,511
	HS-19	LHS - Computer labs and room 2210 overhaul	Not Priced					\$189,284,511
	HS-20	LHS - Paint corridors, gyms, and cafeteria	\$758,993					\$189,284,511

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	HS-21	LHS - Sub-varsity stadium	Not Priced					\$189,284,511
	HS-22	LHS - Main gym interior finishes	\$59,146					\$189,284,511
	HS-23	RHS - Re-caulk expansion joints	\$426,933					\$189,284,511
	HS-24	RHS - Resurface track	\$237,190					\$189,284,511
	HS-25	LHS - Resurface tennis courts	\$80,199					\$189,284,511
	HS-26	CPHS - Ag shop expansion	\$1,362,840					\$189,284,511
	HS-27	CPHS - Renovate Band Hall and Expansion	\$10,509,981					\$189,284,511
	HS-28	RHS Engineering and Robotics Classroom outfitted to serve as A/V Space	Not Priced					\$189,284,511
	HS-29	RHS CTE Building Expansion for Computer Labs	Not Priced					\$189,284,511
	HS-30	RHS Mobile Maker Space	\$272,322					\$189,284,511
		STEM High School - Design Only		\$3,000,000	\$3,000,000		\$0	\$189,284,511
		HS 7 - Design Only - Partial			\$2,134,344	See Below	\$2,134,344	\$191,418,855
		LHS - Phase 1 and Design of Master Plan (Partial)			\$30,000,000	See Below	\$30,000,000	\$221,418,855
		<b>High School Total</b>	<b>\$301,270,343</b>	<b>\$218,076,051</b>	<b>\$257,657,355</b>		<b>\$221,418,855</b>	<b>\$221,418,855</b>

**Middle School**

MS-01	RBMS Modernization	\$31,898,758	\$31,898,758	\$31,898,758		\$31,898,758	\$253,317,613
MS-02	CRMS - Heat Recovery Units	\$3,000,000	\$3,000,000	\$3,000,000		\$3,000,000	\$256,317,613
MS-03	Stiles MS - Cafetorium/Cover Expansion	\$505,670					\$256,317,613
MS-04	RBMS - Turf Competition Fields	\$1,186,500	\$1,186,500	\$1,186,500		\$1,186,500	\$257,504,113
MS-04	CRMS - Turf Competition Fields	\$1,186,500	\$1,186,500	Removed	See Below		\$257,504,113
MS-05	All Middle Schools - Cafetorium Sound & Lighting	\$2,000,000					\$257,504,113
MS-06	CRMS - Cafetorium Stage Floor Resurfacing	\$0					\$257,504,113

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	MS-07	CRMS - Cafetorium Tables	\$0					\$257,504,113
	MS-08	LMS and CPMS - Furniture Replacement	\$3,627,412					\$257,504,113
	MS-09	RBMS - Dance Room Addition	\$3,835,878					\$257,504,113
	MS-10	All Middle Schools - Music Instrument Replacement	\$2,508,200				\$2,508,200	\$260,012,313
	MS-11	Collaborative Learning Spaces - RBMS	Not Priced					\$260,012,313
	MS-12	Cafeteria Blinds - WMS	Not Priced					\$260,012,313
	MS-13	Outdoor Classroom - WMS	Not Priced					\$260,012,313
	MS-14	MakerSpace - LMS	Not Priced					\$260,012,313
	MS-15	Choir Chairs - CRMS	Not Priced					\$260,012,313
	MS-16	Painting - CRMS	Not Priced					\$260,012,313
	MS-17	Courtyard Classroom - LMS	Not Priced					\$260,012,313
		CRMS Moderization Update - Design Only		\$4,185,092	Removed	See Below		\$260,012,313
		HMS Moderization Update - Design Only		\$3,499,584	\$3,499,584		\$3,499,584	\$263,511,897
		MS 10 - Design Only - Partial			\$6,500,000	See Below	\$6,500,000	\$270,011,897
		<b>Middle School Total</b>	<b>\$49,748,918</b>	<b>\$44,956,434</b>	<b>\$46,084,842</b>		<b>\$48,593,042</b>	<b>\$270,011,897</b>

**Elementary School**

ES-01	Bagdad Modernization	\$21,259,009	\$21,259,009	\$21,259,009		\$21,259,009	\$291,270,906
ES-02	Naumann Modernization	\$21,259,009	\$21,259,009	Removed	See Below		\$291,270,906
ES-03	ES 31	\$71,432,375	\$71,432,375	\$71,432,375		\$71,432,375	\$362,703,281
ES-04	ES 30 - Roads	\$14,000,000	\$14,000,000	\$14,000,000		\$14,000,000	\$376,703,281
ES-05	Cox Modernization	\$21,629,049					\$376,703,281
ES-06	Bush - roofing repairs	\$270,836					\$376,703,281
ES-07	Cypress - roofing repairs	\$381,862					\$376,703,281

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	ES-08	Faubion - roofing repairs	\$869,687					\$376,703,281
	ES-09	Student Sinks outside Bathrooms and in Cafeteria: Whitestone, Faubion, Mason, Cypress, Blockhouse	\$1,356,360	\$1,356,360	\$1,356,360		\$1,356,360	\$378,059,641 <sup>86</sup>
	ES-13	Blockhouse Creek - playground equipment	\$665,000		\$665,000	See Below	\$0	\$378,059,641
	ES-14	Cypress - playground equipment	\$665,000		\$665,000	See Below	\$0	\$378,059,641
	ES-15	Giddens - playground equipment	\$665,000		\$665,000	See Below	\$0	\$378,059,641
	ES-16	Whitestone - playground equipment	\$665,000		\$665,000	See Below	\$0	\$378,059,641
	ES-17	Steiner - playground equipment	\$665,000		\$665,000	See Below	\$0	\$378,059,641
	ES-18	Early Childhood Center - Repurpose ES - Central	\$37,453,000		\$37,000,000	See Below	\$37,000,000	\$415,059,641
	ES-19	Shade Structures - For campuses without shade structures. Fabric cover for campuses with existing shade structures, when needed.	\$2,673,580		\$3,100,000	See Below	\$3,100,000	\$418,159,641
		ES 32		\$79,944,260	\$79,944,260		\$79,944,260	\$498,103,901
		LEO Campus/NHHS Relocation - Repurpose/Modernization ES - Central			\$50,000,000	See Below	\$50,000,000	\$548,103,901
		Early Childhood Center - Repurpose LEO Campus - North			\$37,000,000	See Below	\$37,000,000	\$585,103,901
		Professional Learning Center - Repurpose ES - South			\$37,000,000	See Below	\$37,000,000	\$622,103,901
		<b>Elementary School Total</b>	<b>\$195,909,767</b>	<b>\$209,251,013</b>	<b>\$355,417,004</b>		<b>\$352,092,004</b>	<b>\$622,103,901</b>

**Security**

SC-01	Exterior Security Layers - Proposed TEA Requirements - Exterior Door Numbering	Not Priced	Not Priced	\$152,000		\$152,000	\$622,255,901
SC-02	Exterior Security Layers - Proposed TEA Requirements - Fencing	Not Priced	Not Priced	\$160,000		\$160,000	\$622,415,901

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

<b>Subcommittee</b>	<b>Subcommittee Project Number</b>	<b>Project Description</b>	<b>Subcommittee Estimated Cost</b>	<b>Steering Committee Estimated Cost</b>	<b>Administrative Estimated Cost</b>	<b>Adjustment: Details Below</b>	<b>Board Estimated Cost</b>	<b>Board Running Total</b>
	SC-03	Exterior Security Layers - Proposed TEA Requirements - Forced Entry-Resistant Film	Not Priced	Not Priced	\$1,192,400		\$1,192,400	\$623,608,301
	SC-04	Exterior Security Layers - Proposed TEA Requirements - Portable/Exterior Door Handle	Not Priced	Not Priced	\$200,000		\$200,000	\$623,808,301
	SC-05	Exterior Security Layers - Proposed TEA Requirements - Exterior Lockboxes	\$150,000	\$150,000	\$150,000		\$150,000	\$623,958,301
	SC-06	Interior Security Layers - Proposed TEA Requirements - Panic Alert System - Lockdown Button upgrades and additions	\$87,000	\$87,000	\$87,000		\$87,000	\$624,045,301
	SC-07	Interior Security Layers - Proposed TEA Requirements - Digital Mapping system	\$144,000	\$144,000	\$144,000		\$144,000	\$624,189,301
	SC-08	Interior Security Layers - Proposed TEA Requirements - Alert Notification System	\$100,000	\$100,000	\$100,000		\$100,000	\$624,289,301
	SC-09	Cybersecurity - Content Filters	\$500,000	\$500,000	\$500,000		\$500,000	\$624,789,301
	SC-10	Cybersecurity - Network Firewalls	\$2,000,000	\$2,000,000	\$2,000,000		\$2,000,000	\$626,789,301
	SC-11	Cybersecurity - Recovery Appliances	\$540,000	\$540,000	\$540,000		\$540,000	\$627,329,301
	SC-12	Security Cameras - Replacing existing and adding cameras. Replace Servers for cameras.	\$5,335,000		\$5,235,000	See Below	\$5,235,000	\$632,564,301
	SC-13	Access Control Panel Upgrade	\$612,000					\$632,564,301
	SC-14	Interior Key Switching and Auto-Locking Hardware	\$200,000		\$200,000	See Below	\$200,000	\$632,764,301
	SC-15	Zone Keys	Not Priced					\$632,764,301
	SC-16	Secured Front Entries	Not Priced					\$632,764,301
	SC-17	Exterior Lighting	Not Priced					\$632,764,301
	SC-18	Interior Classroom Door Handles			\$2,700,000	See Below	\$2,700,000	\$635,464,301
	SC-19	Manual Locks	Not Priced					\$635,464,301
	SC-20	Camera Replacement at Ag Barns	Not Priced					\$635,464,301
	SC-21	Card Readers	Not Priced					\$635,464,301

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	SC-22	Fencing and Secured Area - Ag Mechanics - CPHS and LHS	Not Priced					\$635,464,301
	SC-23	Traffic Rerouting - Ag Mechanics - CPHS	Not Priced					\$635,464,301
		<b>Security Total</b>	<b>\$9,668,000</b>	<b>\$3,521,000</b>	<b>\$13,360,400</b>		<b>\$13,360,400</b>	<b>\$635,464,301</b>

**Information Technology**

IT-01	Network Refresh and Upgrades	\$13,635,000	\$13,635,000	\$13,635,000		\$13,635,000	\$649,099,301
IT-02	Second Broadband Network Node	\$7,000,000	\$7,000,000	\$7,000,000		\$7,000,000	\$656,099,301
IT-03	Server and Storage Replacement	\$1,200,000	\$1,200,000	\$1,200,000		\$1,200,000	\$657,299,301
IT-04	Interactive Panel Installation	\$18,000,000		\$18,000,000	See Below	\$18,000,000	\$675,299,301
IT-04	Interactive Panel / AV for non classrooms	\$2,200,000		\$2,200,000	See Below	\$2,200,000	\$677,499,301
IT-05	Student and Staff Device refresh	\$7,864,000	\$7,864,000	\$7,864,000		\$7,864,000	\$685,363,301
IT-06	CTE Mobile Maker labs	\$120,000	\$120,000	\$120,000		\$121,000	\$685,484,301
IT-07	2nd Grade Chromebooks	\$880,000	\$800,000	\$800,000		\$800,000	\$686,284,301
IT-08	Tablets for K and 1st Grade	\$1,213,730					\$686,284,301
IT-09	Library Maker Space Equipment	\$800,000					\$686,284,301
	<b>Information Technology Total</b>	<b>\$52,912,730</b>	<b>\$30,619,000</b>	<b>\$50,819,000</b>		<b>\$50,820,000</b>	<b>\$686,284,301</b>

**Ancillary**

AN-02	Plant Services - "Replace Aging Maintenance Vans (20)"	\$818,840	\$818,840	\$818,840		\$818,840	\$687,103,141
AN-03	Plant Services - "Grand View Hills Ancillary Renovation"	\$2,798,150	\$2,798,150	\$2,798,150		\$2,798,150	\$689,901,291

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	AN-04	Grounds - "Maxicom Irrigation System Upgrades"	Not Priced	Not Priced	Removed	See Below		\$689,901,291
	AN-05	Grounds - Replace Aging Grounds Trucks (20)	\$700,000	\$700,000	\$700,000		\$700,000	\$690,601,291
	AN-06	Grounds - ReplaceReplace Grounds Mowers, Utility Vehicles and Tractors	\$410,000	\$410,000	\$410,000		\$410,000	\$691,011,291
	AN-07	Grounds - Plant Services Mechanic Shop need updated	\$10,845,104	\$10,845,104	\$10,845,104		\$10,842,838	\$701,854,129
	AN-08	Energy Management - Outside wall packs and canopy LED lighting (that stay on all night) for all schools.It also includes parking lot lights at SS, Central Trans, and indoor LED lighting at Central Trans (both office and shop)	\$1,106,604	\$1,106,604	\$1,106,604		\$1,106,604	\$702,960,733
	AN-09	Energy Management - Musco Control Link for CRMS Football, CPHS Baseball, CPHS Softball, VRHS baseball, VRHS Softball, and RBMS Football.	\$99,614	\$99,614	\$82,700		\$82,700	\$703,043,433
	AN-10	Transportation - Renovate a building on Grandview Hills Elementary Campus to house a smaller, third transportation facility	\$20,383,942	\$20,383,942	\$20,383,942		\$20,383,942	\$723,427,375
	AN-11	Transportation - Bus Replacement and Growth: 134 buses - 80 General Education and 45 Special Education replacements, 9 growth.	\$18,365,000		\$18,300,000	See Below	\$18,300,000	\$741,727,375
	AN-12	Professional Learning Center	Included with ES Repurpose - Central					\$741,727,375
	AN-13	Science Materials Center	\$19,892,625	\$19,892,625	\$19,892,625		\$19,892,625	\$761,620,000
	AN-14	Distribution - Delivery box truck	\$113,250					\$761,620,000
	AN-15	Energy Management - Control system for Admin building and admin portables.	\$170,000					\$761,620,000

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

Subcommittee	Subcommittee Project Number	Project Description	Subcommittee Estimated Cost	Steering Committee Estimated Cost	Administrative Estimated Cost	Adjustment: Details Below	Board Estimated Cost	Board Running Total
	AN-16	Transportation - Replace the underground tanks at Central Transportation Facility with (an) above ground tank.	\$2,190,391					\$761,620,000
	AN-17	Transportation - Bus Cameras for Entire School Transportation Fleet	\$1,200,000		\$1,200,000	See Below	\$1,200,000	\$762,820,000
	AN-18	District - Portables - for Growth, HVAC Updates						\$762,820,000
	AN-19	Distribution - Delivery Van for 2026	\$46,915					\$762,820,000
		<b>Ancillary Total</b>	<b>\$79,140,435</b>	<b>\$57,054,879</b>	<b>\$76,537,965</b>		<b>\$76,535,699</b>	<b>\$762,820,000</b>

		Subcommittee Total	Steering Committee Total	Administrative Recommendation Total		Board Total	Board Running Total
	High School Total	\$301,270,343	\$218,076,051	\$257,657,355		\$221,418,855	
	Middle School Total	\$49,748,918	\$44,956,434	\$46,084,842		\$48,593,042	
	Elementary School Total	\$195,909,767	\$209,251,013	\$355,417,004		\$352,092,004	
	Security Total	\$9,668,000	\$3,521,000	\$13,360,400		\$13,360,400	
	Information Technology Total	\$52,912,730	\$30,619,000	\$50,819,000		\$50,820,000	
	Ancillary Total	\$79,140,435	\$57,054,879	\$76,537,965		\$76,535,699	

**Leander Independent School District  
May 2023 Proposed Bond Projects  
Overview of Recommendations**

<b>Subcommittee</b>	<b>Subcommittee Project Number</b>	<b>Project Description</b>	<b>Subcommittee Estimated Cost</b>	<b>Steering Committee Estimated Cost</b>	<b>Administrative Estimated Cost</b>	<b>Adjustment: Details Below</b>	<b>Board Estimated Cost</b>	<b>Board Running Total</b>
		<b>Total</b>	<b>\$688,650,193</b>	<b>\$563,478,377</b>	<b>\$799,876,566</b>		<b>\$762,820,000</b>	<b>\$762,820,000</b>

	Tier 1 Items recommended by Subcommittees
	Tier 2 Items recommended by Subcommittees
	Tier 3 Items recommended by Subcommittees
	Long Range Projects needed in the next 3 years

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, February 16, 2023

**Agenda Item:** Consider Approval of Travis County Election and Joint Agreement  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Action Requested (future meeting):** February 16, 2023  
**Administrator Responsible:** Shawn Swisher  
**Attachments:** Travis County Election Agreement Between Travis County and Leander ISD  
Joint Election Agreement

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## **Background Information:**

Should the Board decide to call an Election on May 6, 2023, the administration would plan to contract with Travis County to provide election services in the district's Travis County jurisdiction, as done in years past. If called, this would be the first Election the district would call for 2023. Travis County maintains its requirement for the district to enter into a general agreement to maintain consistency and accessibility in voting practices, polling places, and election procedures. Additionally, Travis County requires a specific Joint Election Agreement for the May 6, 2023, Election. Should the Board decide to call an Election on May 6, 2023, both agreements are attached for approval by the Board.

The district would also plan to contract with Williamson County, as done in years past to provide election services in the district's Williamson County jurisdiction. The Williamson County agreement has not been received and would be presented to the Board for approval at a later date, if the Board should decide to call an Election for May 6, 2023.

## **Administrative Recommendation:**

Administration recommends the Board approve the Election Agreement between Travis County and Leander ISD and the Travis County Joint Election Agreement for May 6, 2023, Election.

## **Sample Motion:**

I move that the Board approve the Election Agreement between Travis County and Leander ISD and the Travis County Joint Election Agreement for May 6, 2023, Election.

# **ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND LEANDER INDEPENDENT SCHOOL DISTRICT**

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

## **Section 1. GENERAL PROVISIONS**

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

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

## **SECTION 3. APPOINTMENT OF ELECTION OFFICER**

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
    - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
    - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
      - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
      - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
      - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
  - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
  - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
  - (4) Conducting the official canvass of a Participating Entity election;
  - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
  - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The

Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [Cindy Anderson](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Cindy Anderson](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Cindy Anderson](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

#### **SECTION 4. ELECTION WORKERS AND POLLING PLACES**

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

## SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60<sup>th</sup> day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60<sup>th</sup> day before an election that the Participating Entity's election will be cancelled, **the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.**
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov), with a copy to [ElectionEntities@traviscountytexas.gov](mailto:ElectionEntities@traviscountytexas.gov). The Participating Entity has designated [Cindy Anderson as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: [Cindy.Anderson@leanderisd.org](mailto:Cindy.Anderson@leanderisd.org).
- (2) Initial Cost Estimate. On or before the 60<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the

number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
  - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
  - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

**SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT**

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

## **SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS**

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

## **SECTION 8. COMMUNICATIONS**

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

## **SECTION 9. MISCELLANEOUS PROVISIONS**

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

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

[Leander Independent School District](#)  
[Attn: Cindy Anderson](#)  
[204 W. South Street](#)  
[Leander, TX 76541](#)

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

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

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mailbox, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or

Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

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

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

(L) Addresses for Payments

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

Travis County Clerk – Elections Division  
P.O. Box 149325

Austin, Texas 78714

Leander Independent School District  
Attn: Cindy Anderson  
204 W. South Street  
Leander, TX 76541

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

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

*[Signatures on following page]*

**PARTICIPATING ENTITY**

BY: \_\_\_\_\_  
Trish Bode  
Board President

DATE: \_\_\_\_\_

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Andy Brown (or his successor)  
County Judge

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

# JOINT ELECTION AGREEMENT FOR May 6, 2023 ELECTIONS

## Recitals

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

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

## **I. Scope of Joint Election Agreement**

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

## **II. Election Officer**

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

## **III. Early Voting**

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

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

A. County Responsibilities [continue]

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

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

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

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

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

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

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

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

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

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

#### **B. Participating Entities' Responsibilities**

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

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

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

### **IV. Election Day**

#### **A. County Responsibilities**

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

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

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

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

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

**B. Participating Entities' Responsibilities**

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

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

**V. Election Night**

**A. County Responsibilities**

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

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

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

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

## B. Participating Entities' Responsibilities

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

## VI. County Resources

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

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

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

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

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

## VII. Joint Election Costs; Payment

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

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

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

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

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

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

## **VIII. General Provisions**

### **A. Legal Notices**

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

### **B. Communication**

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

### **C. Custodian**

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

### **D. Effective Date**

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

## **IX. Miscellaneous Provisions**

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

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

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

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 6, 2023 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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

M. Counterparts

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

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Andy Brown  
County Judge

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

BY: \_\_\_\_\_  
Dyana Limon Mercado  
County Clerk

**SIGNATURE PAGE**

Name of Participating Entity \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Date signed \_\_\_\_\_

E-mail address \_\_\_\_\_