



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGULAR BOARD MEETING
Thursday, January 17, 2013
7:00 PM

Michael Richard, President • Karen Mendoza, Vice President • Julie Thompson, Secretary
Dar Hakimzadeh • Sam Hopkins • Frank Torres • Rhonda Zacharias

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JANUARY 17, 2013
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
 - A. December 20, 2012 - Regular Board Meeting 6
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of out-of-state trip requests, including, but not limited to:
 - a. Foster High and Lamar Consolidated High Schools Speech and Debate teams 14
 - B. **Goal: Planning**
 1. Consider approval of Lamar Consolidated Independent School District Comprehensive Annual Finance Report for 2011 - 2012 year 15
 2. Consider ratification of Financial and Investment Reports 16
 3. Consider approval of budget amendment requests 20
 4. Consider approval of Superintendent Priorities for 2012 - 2013 22
 5. Consider approval of Board Calendar for 2013 30
 6. Consider adoption of 2013 - 2014 Student/Staff Instructional Calendar 32
 7. Consider approval of resolutions proclaiming
 - a. Black History Month 34
 - b. Career and Technical Education Month 36
 - c. School Counselor Week 38
 8. Consider approval of resolution proclaiming opposition of school vouchers 40
 9. Consider approval of property insurance coverage for Lamar CISD 42

10. Consider approval of Maintenance and Operations Supplies	45
11. Consider approval of purchase of School Buses	49
12. Consider approval of purchase of Food Service Vehicles	51
13. Consider approval of material testing services for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools	53
14. Consider approval of professional surveying services	65
15. Consider approval of procurement method for the construction of the new natatorium, Traylor Stadium renovations, and the new Lamar Consolidated High School baseball field	70
16. Consider approval of geotechnical services for the design of the Jackson Elementary and Terry High School renovation projects	73
17. Consider approval of design development for the following school renovations:	
a. Bowie Elementary School	80
b. George Junior High School	81
c. Jackson Elementary School	82
d. Lamar Consolidated High School	83
e. Terry High School	84
18. Consider approval of design development for the new Lamar Consolidated High School Baseball Field	85
19. Consider approval of amendment to easement at the old Jane Long Gym site	86

9. INFORMATION ITEMS

A. Goal: Planning

1. School Safety Review	95
2. Budget Calendar	96
3. Tax Collection Report	98
4. Payments for Construction Projects	104
5. Region 4 Maintenance and Operations Update	105
6. Bond Update	108

10. CLOSED SESSION

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	112
a. Approval of personnel recommendations or employment of professional personnel	

- b. Employment of professional personnel (Information) 113
- c. Employee resignations and retirements 114
- d. Consider employment of Director of Food Service
- e. Superintendent's Evaluation and Contract
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process
 - d. Discuss and consider settlement offer in Cause No. 11-DCV-195157

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items**

ADJOURNMENT: (Time _____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

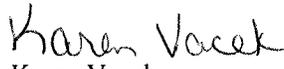
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting, or
- b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of January 2013 at 3:30 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Regular Meeting Held

On this the 20th day of December 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Michael Richard, at 7:00 p.m.

Members Present:

Michael Richard	President
Karen Mendoza	Vice President
Julie Thompson	Secretary
Dar Hakimzadeh	Member
Sam Hopkins	Member
Frank Torres	Member
Rhonda Zacharias	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

President Richard read a brief statement regarding the school shooting tragedy in Connecticut and asked that all take a brief moment in silence.

2. OPENING OF MEETING

The prayer was led by Dr. Bevers and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Cheryl Bowman, representative of CenterPoint Energy SCORE Program, reported that this is the district's fifth year to participate in the SCORE Program. The total amount of incentives that Lamar CISD earned this year was \$31,440.04, earning a total of \$249,327 in the five years of participation.

4. AUDIENCE TO PATRONS

Kathryn Kaminski, Director of Gingerbread House, addressed the Board in regards to discontinuing the after-school program at Frost and Hutchison Elementary Schools and submitted a petition with over 70 signatures and two letters from families that are requesting that the program be renewed at these two elementary schools.

Cindy Gifford, Director of Tiny Steps Educational Center, addressed various concerns that she has regarding the after-school program.

5. APPROVAL OF MINUTES OF THE SEPTEMBER 20, 2012 REGULAR BOARD MEETING, NOVEMBER 13, 2012 SPECIAL MEETING (WORKSHOP), AND NOVEMBER 15, 2012 REGULAR BOARD MEETING

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve the minutes of the September 20, 2012 Regular Board Meeting, November 13, 2012 Special Meeting (Workshop), and November 15, 2012 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

□ **Meetings and Events**

Mr. Hopkins reported that the Facilities Committee met. The James Adolphus Elementary School and Polly Ryon Middle School are currently 55% to 60% complete and the ag barn renovations are about 90% complete.

Ms. Zacharias reported that the Technology Committee met today and information will be shared during the board meeting tonight.

Ms. Thompson reported that the Attendance Boundary Committee met and tentative time lines for rezoning issues are provided in the agenda.

Karen Mendoza reported that as of January 2013 Catherine Clark will serve as Associate Executive Director for TASB Governmental Relations. She is replacing Jackie Lain.

President Richard reported that the Finance Committee met and began preliminary discussions on property and casualty insurance and also discussed the LEAP Program which is included in the agenda for discussion.

7. SUPERINTENDENT REPORTS

❑ **Meetings and Events**

Dr. Randle commented that we are all deeply troubled with the Sandy Hook Elementary tragedy in Connecticut and reminded all about our safety procedures, check-in procedures, and screening procedures that we currently have on all of our campuses. Procedures are being reviewed and asked that staff pay attention to questions from parents regarding our procedures and be clear about them.

❑ **Information for Immediate Attention**

Dr. Randle commented on his trip to China. Fort Bend County signed an agreement while he was there and became a sister city to Chancheng District, Foshan. He is so proud of our staff and students. We will be sending them an invitation to come here to see technology and how it is used in our community.

❑ **Introductions**

ACTION ITEMS FOR CONSENT OF APPROVAL: 8.A-1 — 8.A-2, 8.B-1 – 8.B-3, 8.B-5 – 8.B-11, and 8.C-1 – 8.C-4

It was moved by Ms. Mendoza and seconded by Mr. Torres that the Board of Trustees approve these action items as presented. The motion carried unanimously.

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of the 2013—2014 Student Course Selection Catalog

approved the 2013 – 2014 student course selection catalog as presented.

8. A-2 Approval of the 2013 – 2014 Agreement for Prevention Services

approved the Memorandum of Understanding for a prevention specialist to provide evidence-based substance use prevention activities at selected campuses for the 2013—2014 school year. (See inserted pages 56-A—56-B.)

8. B GOAL: PLANNING

8. B-1 Consider Ratification of Quarterly Investment Report

ratified the quarterly investment report as submitted for the quarter ending November 30, 2012. (See inserted pages 56-C—56-H.)

8. B-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

8. B-3 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See 57-A—57-B.)

8. B-5 Approval of Awards, Incentives, and Custom Ready-to-Wear

approved all vendors who responded to the awards, incentives, and custom ready-to-wear bid.

8. B-6 Approval of Asbestos Abatement and Mold Remediation Services

approved ARC Abatement, Inc. for the asbestos abatement and mold remediation services.

8. B-7 Approval of Vendor for Textbook Management System

approved Hayes Software Systems' proposal for Textbook Inventory and Bar Code Automation System software in the amount of \$64,116 (for the first year) to include software licensing, implementation, training, and scanners.

8. B-8 Consider Acceptance of Award of Merit for Purchasing and Operations

accepted the District's TASBO Award of Merit for purchasing and operations for the fiscal year ending August 31, 2012 (school year 2011-12).

8. B-9 Approval of Donations to the District, including, but not limited to:

- a. Austin Elementary School**
- b. Beasley Elementary School**
- c. Frost Elementary School**
- d. Jane Long Elementary School**
- e. Special Education – SERS Department**

approved donations to the district.

8. B-10 Approval of CSP #41-2012 for the Annual Building Envelope Maintenance/Repair Services

approved Restoration Services, Inc. as the primary contractor and PRC Roofing Inc. as the secondary contractor for the annual building envelope maintenance/repair services contractor.

8. B-11 Approval of Professional Surveying Services

approved Charlie Kalkomey Surveying for professional surveying services (topographic survey) for the new natatorium, new baseball field, and renovations to Traylor Stadium, not to exceed the amount of \$19,500. (See inserted page 57-C.)

8. C GOAL: TECHNOLOGY

8. C-1 Approval of Purchase of Additional Data Migration Services

approved Skyward’s proposal for data migration services for seven junior high and middle school campuses in the amount of \$8,750 to include master schedules conversion and project management. (See inserted pages 58-A—58-B.)

8. C-2 Approval of Vendor for Network Maintenance and Support

approved Micro Integration and Programming Solutions proposal for network maintenance and support in the amount of \$99,840. (See inserted pages 58-C—58-F.)

8. C-3 Approval of Contracted Services for KRONOS Project Management and Implementation Support

approved a change order to Davidson Services, LLC for additional project management and support services relating to the KRONOS timekeeping system implementation and authorized the superintendent to amend the contract for services.

8. C-4 Approval of Contracted Services for District Information Technology Projects

approved a change order to Go IT Services, Inc for professional services for Project Management, Business/Data Analysis and application development for district Information Technology projects, and authorized the superintendent to amend contracts and budgets for services.

INFORMATION ITEMS

9. C GOAL: INSTRUCTIONAL

9. C-1 Quarterly Academic Update

Staff shared information on geo-conferencing and how Lamar CISD students have become involved in integrating technology and become involved in being global learners.

ACTION ITEMS

8. B GOAL: PLANNING

8. B-4 Approval of Renewal of Delinquent Tax Attorney Contract

It was moved by Ms. Mendoza and seconded by Mr. Hopkins that the Board of Trustees approve the renewal of the contract with the law firm of Linebarger Goggan Blair and Sampson, LLP (“the Firm”) for delinquent tax attorney services for a one-year period beginning January 1, 2013 and ending December 31, 2013, with automatic one-year renewals unless terminated by the District or the Firm. The motion carried unanimously. (See inserted pages 58-G—58-K.)

INFORMATION ITEMS

9. A GOAL: COMMUNICATIONS

9. A-1 School Board Recognition Month

(See inserted page 59-A.)

9. B GOAL: PERSONNEL

9. B-1 Report on Board Member Training

	<u>Current</u>	<u>Accumulated</u>	<u>Total</u>
Dar Hakimzadeh	13.75	33.25	47.00
Sam Hopkins	15.00	166.75	181.75
Karen Mendoza	77.25	90.50	167.75
Michael Richard	20.75	189.25	210.00
Julie Thompson	20.00	109.00	129.00
Frank Torres	3.00		3.00
Rhonda Zacharias	24.25	8.00	32.25

9. C GOAL: INSTRUCTIONAL

9. C-2 LEAP: Lamar Educational Adventure Program

Ms. Michelle Piña Amos, Program Coordinator of LEAP, provided a six month update and a plan for further expansion.

9. C-3 STAAR End of Course Grading Policy

The Commissioner of Education announced that he was deferring the implementation of the new 15% grading requirements connected with the STAAR End-of-Course exams for the 2012—2013 school year. Since the Commissioner’s announcement, the District will keep in place our current grading policies and not implement the 15% rule this year.

9. D GOAL: PLANNING

9. D-1 2012 – 2013 Attendance Boundary Committee

9. D-2 Lamar Educational Awards Foundation (LEAF) Update

9. D-3 Tax Collection Report

9. D-4 Schools Conserving Resources (SCORE) Program

9. D-5 Payments for Construction Projects

9. D-6 Region 4 Maintenance and Operations Update

9. D-7 **Bond Update**

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, AND 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Reassignments of professional personnel (Information)
 - d. Employee resignations and retirements
 - e. Superintendent’s Evaluation and Contract

2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition

3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process

At 7:55 p.m. the Board convened to Closed Session for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS

The Board reconvened in Open Session at 8:15 p.m.

PERSONNEL RECOMMENDATIONS

10. A-1(a) Employment of Professional Personnel

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve personnel as presented. The motion carried unanimously.

Employed

Holik, Amy TBD Capital Assets/Textbook Accountant Property Management

FUTURE AGENDA ITEMS

Recommend that we adopt a resolution to oppose school vouchers which would divert public funds away from public schools

Review safety compliance in our schools

ADJOURNMENT

The meeting adjourned at 8:18 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster High School and Lamar Consolidated High School Speech and Debate teams to travel to Evanston, Illinois, on May 3-6, 2013.

IMPACT/ RATIONALE:

The FHS and LCHS Speech and Debate teams request permission to travel to Evanston, Illinois from May 3-6, 2013 by airplane. The approximate cost for each student and sponsor/chaperone is \$500. Meals, airfare, hotel, tournament registration and ground transportation are included in the costs. The expenses for the trip will be paid for by fund-raising activities by the students, as well as family contributions. District funds will be drawn from existing campus budgets and would cover sponsor expenses. The accompanying sponsors will be Kendra Willeby and Yvonne Eype.

PROGRAM DESCRIPTION:

The students will participate in a national championship tournament on the campus of Northwestern University. In order to compete at the ToC-Extemp, students must qualify through success in regular season tournaments. The ToC-Extemp will include competitors from nearly 40 states throughout the country. Last year, Lamar Consolidated High School had a semifinalist at this highly prestigious event. This level of competition serves as excellent preparation for the National Forensic League national competition, which this year will be held in Birmingham, Alabama in June. Both high school debate programs have a history of success at national level contests.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE 2011 - 2012 YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2011-2012 fiscal year as presented.

IMPACT/RATIONALE:

A draft of the Lamar CISD Comprehensive Annual Financial Report (CAFR) for the 2011-2012 fiscal year is enclosed for your review. This report is comprised of three sections. The introductory section includes district information and a letter of transmittal. The financial section includes the auditors' report, various financial reports and notes, and required supplementary information. The last section includes unaudited statistical trend data to better help the user of the financial statements to understand the economic conditions under which the District operates.

A representative of Whitley Penn, LLP will be present to comment on the Comprehensive Annual Financial Report and respond to any questions.

Submitted by: Jill Ludwig, Chief Financial Officer
Michele Reynolds, Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented.

PROGRAM DESCRIPTION:

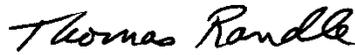
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

Financial reports and statements are end products of the reporting process. You will find attached the following reports:

- Ratification of December 2012 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:


Dr. Thomas Randle
Superintendent

SCHEDULE OF DECEMBER 2012 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of November total \$17,552,466 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,471,920
614	Employee Benefits	350,596
621	Professional Services	287,531
623	Education Services Center	10,799
624	Contracted Maintenance and Repair Services	231,253
625	Utilities	233,461
626	Rentals and Operating Leases	182,916
629	Miscellaneous Contracted Services	416,524
631	Supplies and Materials for Maintenance and Operations	189,245
632	Textbooks and Other Reading Materials	107,176
633	Testing Materials	1,381
634	Food Service	496,675
639	General Supplies and Materials	336,123
641	Travel and Subsistence -- Employee and Student	76,554
642	Insurance and Bonding Costs	750
649	Miscellaneous Operating Costs/Fees and Dues	604,539
661	Land Purchase and/or Improvements	761
662	Building Purchase, Construction, and/or Improvements	2,363,276
663	Furniture & Equipment - \$5,000 or more per unit cost	126,595
129	Misc. Receivable/Alternative Certification Fees	1,800
131	Inventory Purchases	42,573
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	20,018
Total		17,552,466

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of December 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF DECEMBER 31, 2012**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	109,037,453.00	36,929,005.00	(72,108,448.00)	33.9%
5800-STATE PROGRAM REVENUES	72,193,252.00	46,882,285.00	(25,310,967.00)	64.9%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	840,991.00	(1,229,009.00)	40.6%
TOTAL- REVENUES	183,300,705.00	84,652,281.00	(98,648,424.00)	46.2%
<u>EXPENDITURES</u>				
6100-PAYROLL COSTS	154,357,056.00	49,587,324.00	104,769,732.00	32.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,371,217.00	3,154,203.00	10,217,014.00	23.6%
6300-SUPPLIES AND MATERIALS	7,941,238.00	2,127,917.00	5,813,321.00	26.8%
6400-OTHER OPERATING EXPENDITURES	8,878,938.00	2,965,558.00	5,913,380.00	33.4%
6600-CAPITAL OUTLAY	953,763.00	554,558.00	399,205.00	0.0%
TOTAL-EXPENDITURES	185,502,212.00	58,389,560.00	127,112,652.00	31.5%

**Lamar CISD
Local Investment Pools
as of December 31, 2012**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	1,294,416.34	1,250,000.00	0.00	219.44	2,544,635.78
General Account	43,411,413.63	0.00	7,719,823.67	5,044.64	35,696,634.60
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	4,467,178.80	788,305.92	700,000.00	606.17	4,556,090.89
Debt Service Series 2004	300,547.40	0.00	0.00	38.39	300,585.79
Workmen's Comp	782,006.31	31,517.75	40,000.00	99.80	773,623.86
Property Tax	1,910,650.35	23,453,868.97	0.00	1,361.29	25,365,880.61
Vending Contract Sponsor	474,691.75	0.00	0.00	60.73	474,752.48
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	23,032.13	0.00	0.00	2.90	23,035.03
Debt Service Series 2007	18,815.42	0.00	0.00	2.36	18,817.78
Capital Projects Series 2005	666,592.66	0.00	0.00	85.25	666,677.91
Student Activity Funds	56,192.81	0.00	0.00	7.18	56,199.99
Taylor Ray Donation Account	12,351.24	0.00	0.00	1.61	12,352.85
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,157.14	0.00	0.00	6.80	53,163.94
Debt Service Series 2008	692,635.63	0.00	0.00	88.53	692,724.16
Powell Point Series 2003	21,376.92	0.00	0.00	2.75	21,379.67
Capital Projects 2012A	22,021,230.13	0.00	0.00	2,816.08	22,024,046.21
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,012.75	0.00	0.00	0.62	5,013.37
Workers' Comp	719,684.76	0.00	0.00	89.71	719,774.47
Property Tax Fund	32,107.34	0.00	0.00	4.00	32,111.34
General Fund	2,583,669.61	0.00	0.00	322.06	2,583,991.67
Food Service Fund	90,343.44	0.00	0.00	11.26	90,354.70
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.50	0.00	0.00	0.09	699.59
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,505.21	0.00	0.00	17.89	143,523.10
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.43	0.00	0.00	0.05	383.48
Capital Projects 2008	36,781.73	0.00	0.00	4.58	36,786.31
Capital Projects 2012A	22,021,476.12	0.00	0.00	2,745.03	22,024,221.15
MBIA Texas CLASS Fund					
General Account	15,305,673.54	0.00	0.00	2,680.78	15,308,354.32
Capital Project Series 1998	904.17	0.00	0.00	0.18	904.35
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,018,153.00	0.00	0.00	1,929.81	11,020,082.81
TEXSTAR					
Capital Projects Series 2007	742.36	0.00	0.00	0.06	742.42
Debt Service Series 2008	3,006,615.55	0.00	0.00	420.45	3,007,036.00
Capital Projects Series 2008	8,765,163.69	0.00	24,267.25	1,224.58	8,742,121.02
Debt Service Series 2012A	6,006,576.03	0.00	0.00	839.98	6,007,416.01
Debt Service Series 2012B	4,767.11	0.00	0.00	0.64	4,767.75
Capital Projects Series 2012A	22,211,858.72	0.00	2,438,595.88	2,928.40	19,776,191.24
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,237,278.12	0.00	0.00	246.99	2,237,525.11
Capital Projects Series 2008	140.47	0.00	0.00	0.02	140.49
Capital Projects Series 2012A	16,513,911.90	0.00	0.00	1,823.08	16,515,734.98

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.15	\$10,443.92
LONE STAR ACCOUNT INTEREST	0.15	\$3,195.29
MBIA TEXAS CLASS ACCOUNT INTEREST	0.21	\$4,610.77
TEXSTAR ACCOUNT INTEREST	0.16	\$5,414.11
TEXAS TERM/DAILY ACCOUNT INTEREST	0.14	\$2,070.09
TOTAL CURRENT MONTH EARNINGS		\$25,734.18
EARNINGS 9-01-12 THRU 11-30-12		\$80,276.20
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$106,010.38

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests as attached.

IMPACT/RATIONALE:

The proposed amendments represent budget amendments that require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the school board.

Since the operating budget for LCISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 14.0)

Submitted by: Jill Ludwig, Chief Financial Officer
Resource: Yvonne Dawson, Budget and Treasury Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Pink Elementary is requesting a budget change to adjust campus budgets due to reduction in student enrollment based on October snapshot data.

199-12	Instructional Resources & Media Services	(2,000.00)
199-11	Classroom Instruction	2,000.00

The Accelerated Language department is requesting a budget change to pay for summer staff development trainings.

199-11	Classroom Instruction	(1,250.00)
199-13	Curriculum and Instr. Staff Development	1,250.00

Administration is requesting a budget change to purchase eduphoria! SchoolObjects: Aware Premium Suite subscription.

199-23	School Leadership	(4,726.00)
199-53	Data Processing Services	(35,600.00)
199-31	Guidance & Counseling Services	40,326.00

CONSIDER APPROVAL OF SUPERINTENDENT PRIORITIES FOR 2012-2013

RECOMMENDATION:

That the Board of Trustees approve the superintendent priorities for 2012-2013.

IMPACT/RATIONALE:

In October, the board and superintendent participated in their annual Teambuilding Session led by Bill Nemir, a consultant with the Texas Association of School Boards. The team reviewed the 2011 priorities and developed five priorities for 2012-2013.

The superintendent reviewed the report and developed a set of evaluation goals related to the priorities and expectations.

Submitted by: Dr. Thomas Randle

Recommended for approval:



Dr. Thomas Randle
Superintendent



Texas Association of School Boards
Leadership Team Services

Setting District/ Administrative Priorities

Team-Building Session

Final Report

Lamar CISD

October 9, 2012

William Nemir

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. It is important for you to consult with your own attorneys in order to apply these legal principles to specific fact situations. © 2012 Texas Association of School Boards, Inc. All rights reserved.

Participants

Dar Hakimzadeh	Trustee
Sam Hopkins	Trustee
Karen Mendoza	Trustee
Thomas Randle	Superintendent
Michael Richard	Trustee
Julie Thompson	Trustee
Frank Torres	Trustee
Rhonda Zacharias	Trustee

Agenda

- Introductory Remarks and Review of Roles
- Review of Priorities for Administration 2011-12
- Discussion/Selection of Priorities for 2012-13
 - Discussion of Expectations for Each Priority
- Discussion of Other Team Issues
- Listing of Next Steps

Summary of Session

The consultant opened the session by asking the question of whether the board was adding value to the educational enterprise of the district and the community. He noted that many boards don't ask this question but that it's a central question for a board to ask. The consultant then noted that a board can add value partly by creating a vision and a clear sense of direction for the district and partly by creating a community culture of support for education in general and for the initiatives of the district in particular.

Following this introduction, the superintendent gave a brief summary of actions taken and results obtained over the past year in regard to the board's 2010-11 priorities and expectations.

The board then reviewed the basic priorities from last year. The consultant noted that several of the priorities were reinforced by five-year plans that had now come to term, and he asked if the board wanted to continue them as priorities. The board indicated that it wanted to make no changes in the priorities for the coming year.

The board and superintendent then discussed each of the five priorities and asked what needed to happen over the next year or two to ensure ongoing improvement with regard to each. The discussion was most protracted with regard to the first priority, regarding continuing improvement in the instructional program.

The board developed expectations with regard to each of the priorities for the coming year.

The priorities and revised expectations appear on the following pages.

Draft Priorities for the District and Administration 2012-13

The board and superintendent agreed to retain the same statements as priorities for the district in 2012-13. Expectations of the board were revised in accordance with the districts' current progress on initiatives and recent developments that may affect district operations.

District Priority One: Continue to make improvements and advancements in the instructional program. The board and superintendent had extensive discussion about the need to increase the rigor of instruction and the effectiveness of professional development among the teaching staff. The superintendent noted current efforts in this regard, some of which the board members were familiar with and some of which they were not. The board affirmed the importance of those efforts.

The superintendent stressed the importance to the district of a truly effective early childhood education program and noted current efforts in that regard. The board concurred with the importance of this area of district effort.

Several members noted the importance of ensuring that students in the alternative learning center do not unnecessarily fall behind their classes while attending the center. Individual members raised concerns about the class ranking policy, the importance of communication with parents, and staffing in the curriculum and instruction central office area.

The board agreed on the following expectations for the coming year.

Expectations of the Board

- Continue implementation of the district's data-based assessment of teacher effectiveness and initiate implementation of programs and mechanisms for teacher development, including peer assistance, based on the assessment model. Monitor the effectiveness of the efforts and report to the board as appropriate. The goal of these efforts is demonstrable improvement in teacher effectiveness as reflected in the assessment model.
- Continue to find new and sustainable resources for the district's early childhood education program, with the goal of continuing and expanding the reach of the program. Over the course of the year, conduct research to determine the effectiveness of the districts' one-day as opposed to half-day program.
- Continue implementing the Common Formative Assessment program, with emphasis on ensuring that teachers are implementing the program effectively. Begin assessing the effectiveness of the program in improving instruction. Report when appropriate.
- Collect relevant data on the alternative learning center program that will allow the district to know if the program needs additional district attention to ensure that students in the ALC do not unnecessarily fall behind in their work.

Draft Priorities for the District and Administration 2012-13

District Priority Two: Continue planning for expected growth within the current economic climate. The board and superintendent discussed the current bond projects and the time-frame for possibly needing another bond. The superintendent noted the impact that the upcoming legislative session may have on district decision making in this area. The board and superintendent agreed on the following expectations for this priority.

- Implement the planned building program from the 2011 bond. Bring in all projects on budget or under budget.
- Report as appropriate on facilities needs that are likely to exist subsequent to the current building program.

At some point during the course of the building program, the board, in considering future facility needs, will consider a number of long-range questions to provide direction to the administration about facilities, moving forward. Among the questions to be considered are questions on the order of: should the district plan for 4A-sized high schools or 5A-sized high schools? What will be the practice on the distribution of expensive facilities such as natatoriums? The purpose of this discussion is to set direction for the district in the face of growth, mindful of the district's current and future financial picture.

- Provide direction (Board to superintendent) on where the district should place its priorities with regard to advocacy efforts in the upcoming legislative session.

This is an expectation of the board itself, not of administration. But it is a necessary prelude to administrative action during the upcoming session.

District Priority Three: Continue improvements in career and technology education. The board and superintendent continue to believe that career and technology education (CTE) are critical to the long-range success of many students in the district. The district is coming off the final year of the most recent five year plan for the CTE program. The board and superintendent agreed to the following expectations.

Expectations of the Board

- Create a new five-year plan for Career and Technology Education to ensure ongoing improvement in the programs, as measured by student participation in programs, student success in completing the programs and gaining professional certification, and the long-term viability of careers in the programs offered.
- Provide the board, during the year, with an update on the state of the career and technology education program in the district. The update will include an assessment of the success of the program, including information on student participation, student achievement in the program, and the efficiency of

Draft Priorities for the District and Administration 2012-13

program operations. The update will also include recommendations for ongoing improvements in the program. As a part of the recommendations, the superintendent will include options for expanding the scope and reach of the program, including exploring partnerships with other districts and educational institutions.

District Priority Four: Continue improvements to the safety and security of the district's schools. The board noted the district's success in implementing programs to ensure safe and secure schools. The board stressed the need, however, to continue monitoring safety and security diligently and to continue actively exploring techniques to minimize bullying and harassment on school campuses.

Expectations of the Board

- The district will continue monitoring consistent implementation of the district's existing procedures regarding school safety and security. Special attention will be paid to consistent implementation of procedures related to bullying and harassment.

District Priority Five: Continue improvements to efficiencies in district operations. The board expressed satisfaction with administration efforts to date to maximize efficiency in district operations. The board indicated that in the current budgetary climate, the effort needs to be continued.

Expectations of the Board

- The superintendent will explore options and develop contingencies necessary for presenting a balanced budget to the board for 2013-14, in the face of expected additional cuts in state funding.
- The district will begin development of the next five-year plan for Information Technology (IT). The work will begin with an assessment of the success of the current plan in meeting and anticipating IT needs.
- The superintendent will complete development for the board a succession plan for covering the position of the superintendent and the job responsibilities of senior staff. The board will consider developing a policy institutionalizing an annual review and, as necessary, revision of the succession plan.
- The district will complete the process of realigning single-member board districts in a timely fashion.

Next Steps

- The board will review the draft priorities and expectations above and revise or modify in whatever manner the board wishes.
- The board will adopt the priorities and expectations.
- Once the expectations are adopted, the superintendent will work with staff to propose measures for meeting the expectations, on which the board can assess superintendent performance in the coming year.

At the end of the meeting the board discussed an issue of considerable importance and equal complexity for the district—the need to provide more comprehensive assistance to the district’s lowest socio-economic status students. The needs of these students and of their parents are often far in excess of what the district can provide.

The board agreed to hold conversations down the line about this issue, along with the related issue of creating a culture of civic-mindedness among students and in the community culture at-large. Conversation will include discussion of what the district can do to help address these students’ needs and what will require a larger community-based effort.

The board discussed considering this topic as a possible priority for the district at some point in coming years.

CONSIDER APPROVAL OF BOARD CALENDAR FOR 2013

RECOMMENDATION:

That the Board of Trustees approve the proposed Board Calendar for 2013.

IMPACT/RATIONALE:

The Board of Trustees has major responsibilities and activities at certain times during the year. This calendar outlines a timeline for when these major responsibilities and activities should occur. Upon approval, this calendar will be followed unless the Board President and Superintendent agree upon changes.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD CALENDAR
2013**

January	Audit Report Hearing on AEIS Report School Calendar Superintendent's Evaluation
March	Administrative Contracts Board Self-Evaluation
April	Employee Contracts
May	Budget Workshop Baccalaureates
June	Budget Workshop Graduations
July	Superintendent's Formative Conference Monitor Progress of District Goals Budget Workshop
August	Board Member Training Report Budget Workshop Public Hearing on Budget Budget Adoption for 2013 – 2014 Teacher Appraisal Calendar Current Year Final Budget Amendments Public Hearing on Tax Rate Adoption of Tax Rate for 2013
September	Board/Superintendent Team Building District Improvement Plans Campus Improvement Plans School FIRST Report
December	Board Member Training Report

**CONSIDER ADOPTION OF 2013-14 STUDENT/STAFF
INSTRUCTIONAL CALENDAR**

RECOMMENDATION:

That the Board of Trustees approve the student/staff instructional calendar (attached) for 2013-2014, as recommended by the Districtwide Student Improvement Council (DSIC).

IMPACT/RATIONALE:

At a meeting held on November 14, the DSIC, a districtwide committee of teachers, parents and administrators, reviewed two calendar proposals developed by the administration. The DSIC members were asked to discuss the two proposals with their campus staff and to submit any new recommendations. There were no additional recommendations submitted.

The DSIC met on January 9 and after discussion, the committee called for the vote. Calendar Option #1 was the option selected to bring to the Board for approval with 42 votes. Option #2 received 6 votes. Those favoring Option #1 expressed a desire to maintain a calendar similar to the current 2012-2013 calendar. Option #1 is also very similar to neighboring district calendars.

PROGRAM DESCRIPTION:

The calendar presented for adoption is based on the instructional requirements of the district and follows state legislative guidelines. The calendar recommended for approval provides 178 instructional days. Under this option the school year will begin on Monday, August 26, 2013 and end on Thursday, June 5, 2014. The administration will review before adding six/nine weeks begin and end dates, early release days, grading periods and non-work days.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Instructional Calendar

- Student and Staff Holiday
- Staff Development and Student Holiday
- Workday/Student Holiday
- Ⓢ Six/Nine Weeks Begins/Ends
- ▲ New Teacher Staff Development Day
- Teacher DMA Day and Student Holiday
- ◆ Bad Weather Make-Up Day (if needed)
- ▤ Early Release Day (K-5)
- ▤ Early Release Day (6-12)

Student & Staff Holidays

- Sept. 2 • Labor Day
- Sept. 27 • Fort Bend Fair Day
- Nov. 27-29 • Thanksgiving Break
- Dec. 23 - Jan. 3 • Winter Break
- Jan. 20 • MLK Day
- March 10 - 14 • Spring Break
- April 17 • Easter Break
- May 26 • Memorial Day

Staff Development & Student Holidays

- August 14-16 (New Teachers)
- August 19-23, Jan. 6, Feb. 17, Apr. 18, Jun. 6

Grading Periods

First Semester

- () Elementary = Days
- () Secondary = Days

Second Semester

- () Elementary = Days
- () Secondary = Days

TOTAL INSTRUCTIONAL DAYS = 178

230 Day Employees

? Non-Work Days

Selected By DSIC

Option #1

THIS OPTION IS SIMILAR TO THE CURRENT CALENDAR

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
BLACK HISTORY MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming February, 2013 as “Black History Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Black History Month is celebrated during February each year to recognize the rich heritage and significant contributions of persons of African-American heritage, both past and present.

Lamar CISD schools have planned a wide variety of special activities to observe Black History Month during February.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **Black History Month** is celebrated throughout the United States during the month of February; and

WHEREAS, **Black History Month** recognizes the rich heritage and significant contributions to our lives by African-Americans; and

WHEREAS, schools are in a unique position to share an appreciation of the heritage and accomplishments of African-Americans among children from all races and backgrounds; and

WHEREAS, Lamar CISD schools commemorate **Black History Month** with special activities and observances;

NOW, THEREFORE, BE IT RESOLVED that the Trustees of the Lamar Consolidated Independent School District declare **February 2013** as **Black History Month** in the Lamar Consolidated Independent School District and encourage members of our community to share in this celebration of American heritage.

Adopted this 17th day of January, 2013.

Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING CAREER AND
TECHNICAL EDUCATION MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming February, 2013 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The growing Texas population is becoming less rural, more global and more diverse. Our students need to be aware of, and prepared for, all opportunities in the work place. Specialized training is imperative. The knowledge necessary for a skilled-labor force in Texas starts with Career and Technical Education (CTE) at the secondary level.

Knowing that CTE plays a critical role in student development, proclaiming February, 2013 as “Career and Technical Education Month” will provide the community with a clear statement that CTE is valued and very important in the Lamar CISD.

PROGRAM DESCRIPTION:

From a beginning with a limited number of vocational training programs, CTE has evolved into a broad system encompassing a variety of challenging fields. CTE features diverse subjects that are constantly evolving due to a changing global economy. Today’s CTE provides students:

- Academic subject matter taught with a relevance to the real world;
- Employability skills, from job-related abilities to workplace ethics;
- Career pathways that link secondary and post-secondary education; and
- Education for training related to workplace training, skill upgrades and career advancement.

For the fall of 2012, Lamar CISD had 5,250 students participating in CTE courses from grades 7-12.

Submitted by: Tracie Holub, Career and Technology Education
Dr. Walter Bevers, Executive Director of Secondary Education
Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, the Association for Career and Technical Education has designated February 1-28, 2013 as **Career and Technical Education Month**; and

WHEREAS, profound economic and technological changes in our society are reflected in the structure and nature of work, placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides a career connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of skills such as reading, writing and mathematics, improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for careers that are expected to experience the largest and fastest growth in the next decade;

THEREFORE, be it resolved, that the Board of Trustees of the Lamar Consolidated Independent School District declare February 1-28, 2013 as **Career and Technical Education Month** and urge all citizens to become familiar with the services and benefits offered by career and technical education programs and to support these programs to enhance work skills and productivity.

Adopted the 17th day of January, 2013 by the Board of Trustees.



Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL COUNSELORS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of February 4-8, 2013 as "School Counselors' Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

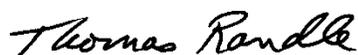
Professional counselors are valuable members of the educational teams in schools. They contribute to the development of children through guidance, counseling, consultation, coordination, assessment, and program management.

School counselors also work with parents, teachers, administrators, and the community to optimize student learning. They are important resource persons in understanding and responding to student behavior.

School counselors respond daily to crises in students' lives. These crises include issues such as suicide, abuse, drug and alcohol use, pregnancy and family problems.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **School Counselors** help students in public schools to reach their full potential; and

WHEREAS, **School Counselors** are committed to helping students explore their abilities, strengths, interests and talents as these traits relate to career awareness and development; and

WHEREAS, **School Counselors** help focus on ways to further the educational, persona and social growth of their children; and

WHEREAS, **School Counselors** work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, **School Counselors** identify and utilize community resources that enhance and supplement comprehensive school counseling programs and help students become productive members of society.

NOW THEREFORE, BE IT RESOLVED that the Trustees of the Lamar Consolidated Independent School District recognize the importance of school counseling programs, which are an integral part of the educational process that enables all to students to achieve success in school and declare the week of February 4-8, 2013 as “School Counselors’ Week” in the Lamar Consolidated Independent School District.

Adopted this 17th day of January, 2013.

Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
OPPOSITION OF SCHOOL VOUCHERS**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution calling on the Texas Legislature to reject all attempts to divert public dollars away from public schools in the form of vouchers, taxpayer savings grants, tax credits, or any other mechanisms that have the effect of reducing funding to public schools.

IMPACT/RATIONALE:

Vouchers, taxpayer savings grants, and tax credits have not been proven effective in improving student achievement and closing the achievement gap. As a result, these programs are an inefficient use of scarce resources and they divert public money away from public schools.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, Article 7, Section 1 of the Texas Constitution requires that the Texas Legislature “establish and make suitable provision for the support and maintenance of an efficient system of public free schools;” and

WHEREAS, during the 82nd Regular Session, the Texas Legislature reduced public education funding by \$5.4 billion; and

WHEREAS, public school districts are subject to stringent accountability standards; and

WHEREAS, school choice already exists in the Texas public school system; and

WHEREAS, vouchers, taxpayer savings grants, and tax credits eliminate public accountability and do not provide all parents and children with school choice; and

WHEREAS, vouchers, taxpayer savings grants, and tax credits have not been proven effective in improving student achievement and closing the achievement gap; and

WHEREAS, diverting public money away from public schools is an inefficient use of scarce resources; and

WHEREAS, vouchers, taxpayer savings grants, and tax credits will not guarantee a competitive, educated workforce to meet the demands of employers in Texas.

NOW, THEREFORE, BE IT RESOLVED that the Lamar Consolidated ISD Board of Trustees calls on the Texas Legislature to reject all attempts to divert public dollars away from public schools in the form of vouchers, taxpayer savings grants, tax credits, or any other mechanisms that have the effect of reducing funding to public schools.

Adopted on this 17th day of January, 2013.

Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF PROPERTY INSURANCE COVERAGE FOR
LAMAR CISD**

RECOMMENDATION:

That the Board of Trustees approve the renewal of the District's 2013-2014 property insurance coverage with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. for one-year.

IMPACT AND RATIONALE:

Lexington Insurance Company provides current property coverage to the District with limits of \$25,000,000 on claims related to named wind/flood, \$10,000,000 on claims related to unnamed flood and a \$100,000,000 limit on claims not related to named wind or flood. In July of 2012 this coverage was extended to March 1, 2013 in order to avoid a Request for Proposal Process during hurricane season.

This year's proposal provides the District with the same limits currently provided with a \$64,845 increase in premium from \$1,298,876 to \$1,363,721 and a new policy renewal date of March 1, 2013. In comparison to other proposals received this coverage provides the District with higher limits of coverage and no increase in deductible.

PROGRAM DESCRIPTION:

The District initiated a process for procuring proposals through advertisements and emails. Sixteen agents were notified of the process and asked to state the intent to submit a proposal. Seven agents informed the District of their intent and provided the District with a list of preferred carriers. Starting with the incumbent's request, carriers were assigned to agents based on order of preference. Three agents prepared and submitted proposals.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources Mgmt.
Robert Reim, Consultant, Robert V. Reim Company
Trudy Harris, Assistant Director of Employee Svcs./Risk Mgmt

Recommended for approval:



Dr. Thomas Randle
Superintendent

SUMMARY OF PROPERTY INSURANCE PROPOSALS

Current

7.5% Deductible

7.5% Deductible

7.5% Deductible

Agent & Company	McGriff Lexington	McGriff Lexington	McGriff Lexington	SIG McDonald Travelers	Alamo AmRisc, Hartford, HSB	McGriff Lexington	Alamo AmRisc, Hartford, HSB	SIG McDonald Travelers
Replacement Cost Values	916,666,594	\$916,666,594	\$916,666,594	933,612,802	916,666,594	\$916,666,594	916,666,594	Not Quoted
Limits:								
Other than Wind Limit (AOP)	100,000,000	100,000,000	100,000,000	10,000,000	916,666,594	100,000,000	916,666,594	
Unnamed Wind/Hail Limit	100,000,000	100,000,000	100,000,000	10,000,000	100,000,000	100,000,000	100,000,000	
Named Wind Limit	25,000,000	25,000,000	10,000,000	10,000,000	10,000,000	25,000,000	10,000,000	
Flood Limit-Unnamed	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	
Flood Limit-Named Storm	25,000,000	25,000,000	10,000,000	10,000,000	10,000,000	25,000,000	10,000,000	
Business Income or Extra Expense Limit	5,000,000	5,000,000	5,000,000	5,000,000	1,000,000	5,000,000	1,000,000	
Primary Premium	\$1,298,876	\$1,363,721	\$891,735	\$1,304,361	\$991,863	\$1,251,861	\$944,653	
Excess Premium			\$120,645					
Equipment Breakdown Premium	Included	Included	Included	Included	\$20,000	Included	\$20,000	
Scheduled Property Premium	Included	Included	Included	Included	\$47,668	Included	\$47,668	
Terrorism Premium - Not included		\$81,824	\$60,743		\$48,522	\$75,111	\$48,522	
Total Annualized Premium at:								
Named Wind Deductible % (minimum 250,000)	5%	5%	5%	22,500,000 Flat Ded	5%	7.5%	7.5%	Not Quoted
	\$1,298,876	\$1,363,721	\$1,012,380	\$1,304,361	\$1,059,531	\$1,251,861	\$1,012,321	
Rate (Premium/Named Wind Limit)	5.1955	5.4549	10.1238	0.0000	10.5953	5.0074	10.1232	
Maximum Payment vs. Scheduled Value	Full Replacement	Full Replacement	Full Replacement	110%	110%	Full Replacement	110%	
Deductibles								
Other than Wind Deductible (AOP)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Unnamed Wind/Hail Deductible	100,000	100,000	100,000	250,000	100,000	100,000	100,000	
Flood Deductible-Unnamed	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
Flood Deductible-Named Storm	250,000	Incl Named Storm	Incl Named Storm	250,000	250,000	Incl Named Storm	250,000	

43

SUMMARY OF PROPERTY INSURANCE PROPOSALS

Current

7.5% Deductible

7.5% Deductible

7.5% Deductible

Agent & Company	McGriff Lexington	McGriff Lexington	McGriff Lexington	SIG McDonald Travelers	Alamo AmRisc, Hartford, HSB	McGriff Lexington	Alamo AmRisc, Hartford, HSB	SIG McDonald Travelers
Equipment Breakdown	Lexington	Lexington	Lexington	Travelers	HSB	Lexington	HSB	
Limit	100,000,000	100,000,000	100,000,000	10,000,000	100,000,000	100,000,000	100,000,000	
Deductible	100,000	100,000	100,000	10,000	10,000	100,000	10,000	
Scheduled Property	Lexington	Lexington	Lexington	Travelers	Hartford	Lexington	Hartford	
Portable Buildings	Included	Included	Included	Included	5,091,582	Included	5,091,582	
Deductible	<i>Policy Deductible</i>	<i>Policy Deductible</i>	<i>Policy Deductible</i>	<i>Policy deductible</i>	25,000/location (19)	<i>Policy Deductible</i>	25,000/location 19	
Vehicles				10,000,000				
Deductible				<i>Policy deductible</i>				
Computer Equipment Limit	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000 (Brazos Ctr	5,000,000	5,000,000 Brazos Ctr	
Computer Software Limit	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000 (Brazos Ctr	1,000,000	1,000,000 Brazos Ctr	
Deductible	100,000	100,000	100,000	<i>Policy deductible</i>	50,000/location	100,000	50,000/location	
Audio Visual Limit	737,000	737,000	737,000	Included	737,000	737,000	737,000	
Deductible	100,000	100,000	100,000	<i>Policy deductible</i>	2,500/location (5)	100,000	2,500/location 5	
Band Instruments/Uniform Limit	1,508,155	1,508,155	1,508,155	Included	1,508,155	1,508,155	1,508,155	
Deductible	100,000	100,000	100,000	<i>Policy deductible</i>	5,000/location (4)	100,000	5,000/location 4	
Security Radios Limit	37,000	37,000	37,000	Included	37,000	37,000	37,000	
Office Equipment Limit	2,424,310	2,424,310	2,424,310	Included	2,424,310	2,424,310	2,424,310	
Deductible	100,000	100,000	100,000	<i>Policy deductible</i>	100,000	100,000	100,000	
Contractor Equipment Limit	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Agricultural Equipment Limit	37,000	37,000	37,000	Included	37,000	37,000	37,000	
Forklifts, Tractors, Mowers Limit	595,225	595,225	595,225	Included	595,225	595,225	595,225	
Deductible	100,000	100,000	100,000	<i>Policy deductible</i>	5,000	100,000	5,000	

Primary Limit Named Storm

Limit	25,000,000	25,000,000	10,000,000	10,000,000	1,000,000	25,000,000	1,000,000	
Company & Rating	Lexington	Lexington A XV	Lexington A XV	Travelers A+ XV	Lloyds A XV	Lexington A XV	Lloyds A XV	
Limit					500,000		500,000	
Company & Rating					Indian Harbor A XV		Indian Harbor A XV	
Limit					3,500,000		3,500,000	
Company & Rating					QBE Specialty A XV		QBE Specialty A XV	
Limit					5,000,000		5,000,000	
Company & Rating					Steadfast A+ XV		Steadfast A+ XV	

Excess of Named Storm

Limit								
Company & Rating								

44

CONSIDER APPROVAL OF MAINTENANCE AND OPERATIONS SUPPLIES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded with complete and acceptable bid responses to the Maintenance and Operations Supplies bid.

IMPACT/RATIONALE:

Purchases of Maintenance and Operation Supplies are funded by local, federal grant, or bond fund budgets and allocated by the Maintenance and Operations Department. This type of award is beneficial to the District because it allows the Maintenance and Operations Department a larger variety of items to choose from while helping to ensure availability of all items selected. Any large aggregated purchases of equipment and supplies will be quoted separately to take advantage of volume discounts.

PROGRAM DESCRIPTION:

The intent of Bid #43-2012 is to establish a discount from catalog or published price lists for a variety of maintenance and operations supply categories. The categories included in this bid are:

Electrical Supplies	Equipment Supplies
Floor and/or Window Covering	General Use Tools
Landscaping and Grounds Supplies	Painting Supplies
Plumbing Supplies	Roofing and Fence Supplies
Miscellaneous Supplies	

Using this bid, the Maintenance and Operations Department may competitively purchase a wide variety of equipment and supplies when exact quantities cannot be specified or anticipated in advance. The Maintenance and Operations Department and Purchasing Department are recommending an award to all vendors who submitted a complete and acceptable bid package regardless of discount. This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with exception of any documented increases delineated by the vendor and accepted by the District prior to renewal. It is the intent of the administration to renew this contract for years 2 and 3 based on pricing and performance.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer
 Kevin McKeever, Director of Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
Bid 43-2012
Maintenance and Operations Supplies
January 17, 2013

	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing and Fence Supplies	Miscellaneous Supplies	Freight & Add'l Notes
All Pro Sound	No Bid	10%, Audio, Video, Lighting	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	FOB, See bid response for exclusions
American Trailer Rental	No Bid	10%, Van Storage Trailers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%, Corrugated Boxes	\$85 drop off & pick-up charge, plus rental fees
Central Ace Hardware	15%	No Bid	No Bid	15%	15%	15%	15%	No Bid	15%	
Central Poly Corporation	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	5%, Plastic Liners	\$500 min. order
Century Air Conditioning Supply, L.P.	No Bid	0%, HVAC equipment, parts & supplies	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Cornerstone Hardware & Supplies	No Bid	No Bid	No Bid	0-60%	No Bid	No Bid	No Bid	No Bid	No Bid	
Crawford Electric Supply	15-70%	15-70%	No Bid	15-70%	No Bid	No Bid	No Bid	No Bid	15-70%	
Enchanted Forest	No Bid	No Bid	No Bid	No Bid	30%	No Bid	30%	No Bid	No Bid	
Firetron, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	15%, Fire Alarm, Security & Intercom Systems	FOB
Ferguson Enterprises Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	50%	No Bid	No Bid	
Franks Iron Works & Industrial Coating Inc.	20%	20%	20%	20%	20%	20%	20%	20%	20%, Metal Supplies	
Frank's Nursery LLC	No Bid	No Bid	No Bid	No Bid	15-25%	No Bid	No Bid	No Bid	No Bid	
Glidden Professional Paint Center	No Bid	No Bid	No Bid	No Bid	No Bid	30%	No Bid	30%	30%, Wall Talkers	
Graybar Electric Co., Inc.	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Gulf Coast Boiler Service Co.	No Bid	15%, Boilers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Gustafson Manufacturing Company	No Bid	No Bid	No Bid	No Bid	0%, Line King	No Bid	No Bid	No Bid	No Bid	FOB
Guardian Repair & Parts	No Bid	0-30%, Janitorial Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0-30%, Janitorial Parts	
H2O Pool Products	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Swimming Pool Products	FOB
Hardwood Products Co.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Plywood, Lumber, Mouldings, Laminate	Delivery Charge of \$100 for Orders < \$1,000
Hausler's Paint & Decorating	No Bid	No Bid	No Bid	No Bid	No Bid	20%	No Bid	No Bid	No Bid	
Hilti, Inc.	40-45%	No Bid	No Bid	40-45%	No Bid	No Bid	40-45%	No Bid	40-45%, See bid response for additional items	FOB, See bid response for exclusions

Bid Summary
Bid 43-2012
Maintenance and Operations Supplies
January 17, 2013

	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing and Fence Supplies	Miscellaneous Supplies	Freight & Add'l Notes
IDN-Acme, Inc.	No Bid	38-57.5%, Locksmith Tools & Hardware	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	38-57.5%, Door Hardware & Access Control	
International Roadway Research	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	Sold only in pallets
J.K. Wallcovering Co.	No Bid	No Bid	20%	No Bid	No Bid	20%	No Bid	No Bid	20%, Vinyl Wallcovering	
Jack's Lock & Safe Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Locks & Hardware	
Laird Plastics	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Plastic, Sheets, Rods, Tubes & Film	
Larry's Signs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	5%, Signs & Sign Supplies	
Letco Group, LLC	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Lincoln Equipment Inc.	No Bid	3%, Pool Pumps, Heaters & Filters	3%	No Bid	No Bid	3%	No Bid	No Bid	3%, Pool & Swimming Supplies	
Lunsford Door & Service, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Doors & Hardware	
M.W. Muegge Dozer	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Heavy Equipment	
Nelson Plant Food Corp.	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
PPG Architectural Finishes, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	20-45%	No Bid	No Bid	No Bid	
Phil's Plumbing Co.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	
Professional Polish Inc.	No Bid	15-25%, Mowers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	15-25%, Janitorial Equipment	
Professional Turf Products	No Bid	0%, Mowers, Utility Vehicles & Irrigation Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	FOB
Progressive Commercial Aquatics, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Pool Equipment, Supplies, Parts & Chemicals	\$45 Freight / Delivery Charge
ProLine Materials, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, ASPPM Grade IV Cold Mix	Bulk or Bagged Product

Bid Summary
Bid 43-2012
Maintenance and Operations Supplies
January 17, 2013

	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing and Fence Supplies	Miscellaneous Supplies	Freight & Add'l Notes
Rosenberg Tractor	No Bid	0-10%, Tractors, Mowers, Trailers & Landscape Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Sealy Tractor Inc.	No Bid	No Bid	No Bid	No Bid	10%	No Bid	No Bid	No Bid	10%, Parts	Power Equipment excluded
Sign Designs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	20%, All Signs	
Sunbelt Supply LLC	0%	No Bid	No Bid	0%	0%	0%	0%	No Bid	0%, Hardware, Janitorial & Safety Products	Most order free freight
Turf Equipment & Supplies, Inc.	No Bid	0-40%, Mowers & Power Products	No Bid	No Bid	0-40%	No Bid	No Bid	No Bid	0-40%	
Urbish Electric, LLC	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Pick-up required for orders < \$1,000
USA Drinking Fountain	No Bid	35%, Water Coolers & Drinking Fountains	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	35%, Replacement Parts & Supplies	\$50 minimum order
Voss Lighting	58-86.1%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
W.L. Lashley & Associates, Inc.	No Bid	10%, HVAC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	FOB

CONSIDER APPROVAL OF PURCHASE FOR SCHOOL BUSES

RECOMMENDATION:

That the Board of Trustees approve the purchase of twelve (12) Special Needs Lift Buses from Thomas Bus Gulf Coast for \$1,114,824 and fifty (50) 78 Passenger Conventional School Buses from Longhorn Bus Sales for \$4,149,050.

IMPACT/RATIONALE:

Bid #45-2012 requested prices to purchase Special Needs Lift Buses and 78 Passenger Conventional School Buses.

The Transportation and Purchasing Departments worked together on specifications, evaluation, and award recommendation. All buses will come equipped with a digital surveillance camera system.

PROGRAM DESCRIPTION:

These buses will be replacing buses with high mileage. The funding for these buses comes from the 2011 Bond package.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jimmie Stegemiller, Director of Transportation
 Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Bid 45-2012
School Buses
January 17, 2013**

Item	Qty.	Description	Thomas Bus Gulf Coast	Rush Bus Center	Longhorn Bus Sales
1	12	Special Needs Lift Bus	92,902.00	93,163.00	92,986.00
2	50	78 Passenger Conventional School Bus	86,802.00	83,951.00	82,981.00
		Total	\$1,114,824.00	\$0.00	\$4,149,050.00

**CONSIDER APPROVAL OF PURCHASE OF
FOOD SERVICE VEHICLES**

RECOMMENDATION:

That the Board of Trustees approve the purchase of a Food Services Van from Philpott Motors in the amount of \$19,990.

IMPACT/RATIONALE:

Bid #46-2012 requested prices to purchase a service van for the Food Services Department. The Food Service Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

PROGRAM DESCRIPTION:

This vehicle will be used in the daily operations of the Food Services Department. The Food Services Department is replacing one van that was involved in an accident and has been determined to be a total loss.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer
 Anthony Simmons, Director of Food Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid 46-2012
Food Service Vehicle
January 17, 2013

Item	Qty.	Description	Helfman Ford	Philpott Motors	Grand Truck Center
1	1	Food Service Van	20,229.00	19,990.00	21,513.00

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE
RENOVATIONS TO BOWIE ELEMENTARY, JACKSON ELEMENTARY, GEORGE
JUNIOR HIGH, AND TERRY HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools not to exceed \$22,015.

IMPACT RATIONALE:

Material testing services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond.

PROGRAM DESCRIPTION:

Material testing is a process during construction that insures materials are installed correctly. These reports are crucial in the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent



January 3, 2013

Lamar Consolidated Independent School District
Attn: Mr. J. Kevin McKeever
3911 Avenue I
Rosenberg, Texas 77471

Phone: 281.341.3122
Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services
Miscellaneous Renovations 2013
Bowie Elementary, George Junior High, Jackson Elementary, B.F. Terry High &
Lamar Consolidated High
Terracon Proposal No. P92130006

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at Bowie Elementary School, George Junior High School, Jackson Elementary School, B.F. Terry High School and Lamar Consolidated High School in Rosenberg and Richmond, Texas. The project involves the construction of renovations to the existing schools to include building additions, new sidewalks, an asphalt overlay, new canopies and interior renovations. The building addition foundations will consist of drilled and underreamed piers and grade beams. The superstructure will consist of CMU walls and structural steel framing. The building pad select fill thickness was not available at the time of this proposal, however we have estimated a thickness of 60 inches to develop an estimated cost.

Terracon was provided with the following construction document for preparation of this proposal:

- Project drawings issued December 18, 2012, marked "50% CD Review"

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:



Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P [713] 690 8989 F [713] 690 8787 terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

Earthwork Observations and Testing:

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select building fill to verify that the soil meets the requirements for Atterberg Limits and percent fines (ASTM D4318).
3. Test soil samples for moisture-density relationship (ASTM D698, ASTM D1557 and ASTM D558).
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

Masonry Observation and Mortar and Grout Testing:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Asphalt Pavement Observations and Testing:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. One sample will be obtained for every 250 tons of asphalt placed each day.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Obtain cores from the pavements and perform thickness measurements and bulk density within five days of placement.

Project Management/ Administration:

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

Special Inspections Letter:

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services:

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following

business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$22,015. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce –

not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

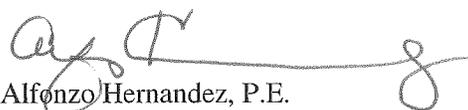
This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)



Chad C. Gordon, P.E.
Project Manager
Construction Services



Alfonzo Hernandez, P.E.
Construction Services Manager

Attachments:

- (1) Cost Estimate
- (2) Agreement For Services

**COST ESTIMATE
LAMAR CONSOLIDATED ISD
MISCELLANEOUS RENOVATIONS 2013
TERRACON PROPOSAL NO. P92130006**

Service	Quantity	Unit	Unit Rate	Estimate
EARTHWORK OBSERVATIONS AND TESTING				
Engineering Technician	60	hour	\$40.00	\$2,400.00
Engineering Technician (Overtime)	10	hour	\$60.00	\$600.00
Vehicle Charge	10	day	\$60.00	\$600.00
Nuclear Density Gauge	8	day	\$50.00	\$400.00
Moisture Density Relationship (ASTM D698, D558)	5	each	\$165.00	\$825.00
Moisture Density Relationship (ASTM D1557)	1	each	\$185.00	\$185.00
Atterberg Limits (ASTM D4318)	5	each	\$55.00	\$275.00
Optimum Lime Determination	1	each	\$300.00	\$300.00
			Sub-total	\$5,585.00
FOUNDATION INSTALLATION OBSERVATIONS AND TESTING				
Engineering Technician	20	hour	\$40.00	\$800.00
Engineering Technician (Overtime)	4	hour	\$60.00	\$240.00
Vehicle Charge	4	day	\$60.00	\$240.00
Concrete Test Cylinders (ASTM C39)	2	set	\$60.00	\$120.00
			Sub-total	\$1,400.00
CAST-IN-PLACE CONCRETE OBSERVATIONS AND TESTING				
Engineering Technician	50	hour	\$40.00	\$2,000.00
Engineering Technician (Overtime)	6	hour	\$60.00	\$360.00
Vehicle Charge	10	day	\$60.00	\$600.00
Concrete Test Cylinders (ASTM C39)	6	set	\$60.00	\$360.00
			Sub-total	\$3,320.00
ASPHALT PAVING OBSERVATIONS AND TESTING				
Engineering Technician	22	hour	\$40.00	\$880.00
Engineering Technician (Overtime)	4	hour	\$60.00	\$240.00
Vehicle Charge	3	day	\$60.00	\$180.00
Extraction / Gradation	2	each	\$195.00	\$390.00
Specific Gravity	2	each	\$100.00	\$200.00
HVEEM Stability	2	set	\$80.00	\$160.00
Molding Specimen (3/set)	2	set	\$65.00	\$130.00
Theoretical Maximum Density	2	each	\$100.00	\$200.00
Bulk Density - Lab Molded (3/set)	2	set	\$50.00	\$100.00
Bulk Density - Core Samples	6	each	\$50.00	\$300.00
Asphalt Cores	6	each	\$75.00	\$450.00
			Sub-total	\$3,230.00
MASONRY OBSERVATIONS AND TESTING				
Engineering Technician	24	hour	\$40.00	\$960.00
Vehicle Charge	4	day	\$60.00	\$240.00
Compressive Strength of Grout (ASTM C1019)	16	each	\$25.00	\$400.00
Compressive Strength of Mortar	24	each	\$25.00	\$600.00
			Sub-total	\$2,200.00



**COST ESTIMATE
LAMAR CONSOLIDATED ISD
MISCELLANEOUS RENOVATIONS 2013
TERRACON PROPOSAL NO. P92130006**

Service	Quantity	Unit	Unit Rate	Estimate
STRUCTURAL STEEL OBSERVATIONS				
Certified Welding Inspector at Site	48	hour	\$75.00	\$3,600.00
Vehicle Charge	8	day	\$60.00	\$480.00
			Sub-total	\$4,080.00
ADMINISTRATION				
Project Manager, per hour	20	hour	\$110.00	\$2,200.00
			Project Total	\$22,015

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Miscellaneous Renovations 2013 project ("Project"), as described in the Project Information section of Consultant's Proposal dated January 3, 2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then Consultant will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE STATED ABOVE, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND**

CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
By:  Date: 01/03/13
Name/Title: Alfonzo Hernandez, P.E. / Senior Principal
Address: 11555 Clay Road, Suite 100
Houston, Texas 77043
Phone: 713.690.8989 Fax: 713.690.8787

Client: Lamar Consolidated ISD
By: _____ Date: _____
Name/Title: _____
Address: 3911 Avenue I
Rosenberg, Texas 77471
Phone: 281.341.3122 Fax: 281.341.3129

Reference Number: P92130006

CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES

RECOMMENDATION:

That the Board of Trustees approve Kelly R. Kaluza and Associates, Inc. for professional surveying services (partial topographic survey) for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools not to exceed the \$12,590.

IMPACT RATIONALE:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Funds. Services include a standard topographic survey needed for the design of the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools.

PROGRAM DESCRIPTION:

Professional surveying services will generate reports and drawings locating property boundaries, locations of easements, and information on site utilities. The land survey is necessary for these renovations.

Submitted by: J. Kevin McKeever, Administrator for Operations
 Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

December 14, 2012

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Bowie Elementary School, Jackson Elementary School, George Junior High and Terry High School, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Bowie Elementary Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 100 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements along the parent drop off area along Wilburn Street and the bus drop off area; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for Bowie Elementary
Topographic Work =**

\$ 3,100.00

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
December 14, 2012
Page Two (2)

II. Jackson Elementary Partial Topographic Survey

Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite at bus loop area entrance and secondary entrance area off of Third Street; Location of existing buildings, parking areas, power lines, and existing improvements; Location of utilities adjacent to work area; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for Jackson Elementary
Topographic Work = \$ 2,770.00**

III. George Junior High Partial Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of partial topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the partial topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 100 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements in bus loop area and parent driveway area; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for George Junior High
Topographic Work = \$ 4,570.00**

IV. Terry High School Partial Topographic Survey

Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations on site, entrance and service yard paved area; Location of existing buildings, parking areas, power lines, existing improvements at greenhouse area, bus loop area adjacent to cafeteria area and entrances on the north side of building; Location of utilities adjacent to work area; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Furnish Owner five (5) copies of topographic survey.

**Estimated Fee for Terry High School
Topographic Work = \$ 2,150.00**

Total Estimated Fees = \$ 12,590.00

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
December 14, 2012
Page Three (3)

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work. The work on the topographic survey can commence within ten (10) days of the receipt of a copy of this proposal signed by an officer and receipt of record drawings provided by the owner, but completion will depend on the Architect's requirements and scheduling.

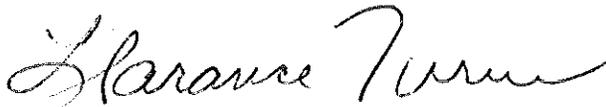
Actual surveying fees for the work will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A". Total surveying fees based on estimated time for completion of all work described in the foregoing pages are **not to exceed** the specified amount, provided the Owner does not make major changes and/or additions to the design work. Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kelly R. Kaluza & Associates, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us. Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Larance L. Turner, R.P.L.S.
Vice President

LLT/lao

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective November, 2009

KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$150.00/Hour
Project Engineer.....	\$135.00/Hour
Project Surveyor.....	\$125.00/Hour
Engineering or Surveying Technician.....	\$ 80.00/Hour
Draftsperson/CADD Technician.....	\$ 70.00/Hour
Secretarial	\$ 60.00/Hour
Field Party (2 Men).....	\$115.00/Hour
Field Party (3 Men).....	\$130.00/Hour
Field Party (4 Men).....	\$150.00/Hour
Construction Observation.....	\$750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice. Interest will be charged at the rate of 1.5% per month for late payments.

KELLY R. KALUZA & ASSOCIATES, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
Phone: (281) 341-0808
Fax: (281) 341-6333
Email: kkaluza@kellykaluza.com

Rates Subject to Change

11/09

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE CONSTRUCTION
OF THE NEW NATATORIUM, TRAYLOR STADIUM RENOVATIONS AND THE NEW
LAMAR CONSOLIDATED HIGH SCHOOL BASEBALL FIELD**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria (attached) for the construction of the new Natatorium, Traylor Stadium Renovations and the new Lamar Consolidated High School Baseball Field.

IMPACT/RATIONALE:

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000.00 or more. In addition, the Texas Government Code 2267 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the construction of the new Natatorium, Traylor Stadium Renovations, and the new Lamar Consolidated High School Baseball Field.

PROGRAM DESCRIPTION:

The competitive sealed proposal method of procurement promotes competitive pricing among the bidders, but allows negotiations between the District and the selected contractor(s) before the contract is finalized. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

CSP EVALUATION CRITERIA

Proposal opening date:

Criteria	Description	Average Score for Criteria										
Team Orientation - 5%	Responses are scored as follows: Excellent = 10pts, Very Good = 8pts, Average = 6 pts, Fair = 3pts, Poor = 0 pts.											
Quality of Work - 5%	Responses are scored as follows: Excellent = 10pts, Very Good = 8pts, Average = 6 pts, Fair = 3pts, Poor = 0 pts.											
Maintenance of Schedule - 5%	Completed ahead of schedule overcoming uncontrollable circumstances = 5 pts, Completed ahead of schedule = 4 pts, Completed on Schedule = 3 pts, Completed less than two weeks behind schedule = 1 pts, Completed more than two weeks behind schedule = 0 pts											
Change Order Reputation - 5%	Responses are scored as follows: Excellent = 10pts, Very Good = 8pts, Average = 6 pts, Fair = 3pts, Poor = 0 pts.											
Warranty Work - 5%	Responses are scored as follows: Excellent = 10pts, Very Good = 8pts, Average = 6 pts, Fair = 3pts, Poor = 0 pts.											
Client Satisfaction - 5%	Responses are scored as follows: Excellent = 10pts, Very Good = 8pts, Average = 6 pts, Fair = 3pts, Poor = 0 pts.											
Time in Business - 5%	Responses are scored as follows: 0-1 yr = 0 pt, 2-3 yrs = 1 pt, 4-5 yrs = 2 pts, 6-7 yrs = 3 pts, 8-9 yrs = 4 pts, 10-11 yrs = 5 pts, 12-13 yrs = 6 pts, 14-15 yrs = 7 pts, 16-17 = 8 pts, 18-19 yrs = 9 pts, 20 yrs = 10 pts.											

Experience - 5%	Contractor earns one point for each project that falls within a +/- 25% range of the project budget up to a maximum of 10 points.											
Proposed Team - 10%	Resumes for Project Manager and Project Superintendent will each be evaluated and points given to the team for the following. Time in the business (for each individual): 10+ yrs = 4 pts, 8-9 yrs = 3 pts, 5-7 yrs = 2 pts, 2-4 yrs = 1pt, and less than 2 yr											
Close Out Record - 5%	Contractor furnishes information on a minimum of 5 school projects completed under CSP or Hard Bid of comparable size as defined above. Contractor to provide corresponding copies of Certificates of Substantial Completion as well as final applications for											
Safety Rating - 5%	Contractors to provide the Owner with their Experience Modifier Rate (EMR). Those with an EMR of 0.50 or less = 5 pts, EMR of 0.51-0.85 = 4 pts, EMR of 0.86-0.99 = 3 pts, EMR greater than 1.00 = 0 pts.											

**CONSIDER APPROVAL OF GEOTECHNICAL SERVICES FOR THE DESIGN OF
THE JACKSON ELEMENTARY AND TERRY HIGH SCHOOL RENOVATION
PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for geotechnical engineering services for the design of the Jackson Elementary and Terry High School renovation projects not to exceed \$4,200.

IMPACT/RATIONALE:

Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports are crucial in the design of the Jackson Elementary and Terry High School renovation projects.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

January 3, 2013

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Administrator of Operations
P: 832.223.0250
E: mckeever@lcisd.org

Re: Cost Estimate for Geotechnical Engineering Services
Proposed Additions
B.F. Terry High School and Jackson Elementary School
Rosenberg, Texas
Terracon Document No. P92122106.Revision No. 1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

This project involves the proposed additions within the above stated school facilities within the Lamar Consolidated Independent School District (LCISD) in Rosenberg, Texas. A detailed description of each project is provided below.

B.F. Terry High School

The project involves the proposed construction of a single-story building addition to the existing B.F. Terry High School which is located at 5500 Avenue N in Rosenberg, Texas. We understand that the new building addition is planned to have a footprint of approximately 6,200 square feet. We also understand that new canopy structures are planned within the area of the existing school.

Jackson Elementary School

The project involves the proposed construction of a single-story building addition to the existing Jackson Elementary School which is located at 301 Third Street in Rosenberg, Texas. We understand that the new building addition is planned to have a footprint of approximately 500 square feet.

Based on the information provided to us by Gilbane Building Company, we understand that the building additions and new canopies are planned to be supported on a drilled-and-underreamed footing foundation system. For structural loading information, we anticipate maximum building column loads on the order of 100 to 150 kips with floor pressures no greater than about 125 pounds per square foot (psf).

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling a total of five test borings in the area of the proposed additions. A detailed breakdown of our field program at each project site is provided in the table below. The total drilling footage is planned to be 100 feet.

Field Program	
Project Site	No. of Borings and Depth
B.F. Terry High School	4 Borings to 20 feet
Jackson Elementary School	1 Boring to 20 feet
Total Footage	100 feet

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. The existing concrete pavement will be cored and removed (where applicable) at the proposed boring locations in order to access the underlying subgrade. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling. Borings drilled through the existing pavements will be patched at the surface with a concrete patch product.

We plan to use truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Cost Estimate for Geotechnical Engineering Services

Proposed Additions ■ Rosenberg, Texas

January 3, 2013 ■ Terracon Document No. P92122106.Revision No. 1

Page 3



Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide Geotechnical Engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Foundation design and construction.

Schedule. We can initiate our field program within three to five working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within two weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$3,900. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$300. (Therefore, the total cost for our scope of services would be \$4,200.) These costs are based on the understanding that the borings for both project sites will be drilled on the same day. The cost of our services will not exceed these amounts without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$125 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

Cost Estimate for Geotechnical Engineering Services

Proposed Additions ■ Rosenberg, Texas

January 3, 2013 ■ Terracon Document No. P92122106.Revision No. 1

Page 4



4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the Geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our Geotechnical services. The Geotechnical Scope of Services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the Geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)

Sheetal V. Gordon, E.I.T.
Geotechnical Engineer

Patrick M. Beecher, P.E.
Senior Project Manager

Attachment: Agreement for Services

Copy Submitted: Ms. Stefanie Roberts, LEED AP – Gilbane Building Company – (1) Electronic

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed Additions in Rosenberg, Texas project ("Project"), as described in the Project Information section of Consultant's Proposal dated January 3, 2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 1/3/13
 Name/Title: **Patrick M. Beecher, P.E.**
Senior Project Manager
 Address: **11555 Clay Road, Suite 100**
Houston, Texas 77043
 Phone: **713.690.8989** Fax: **713.690.8787**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: **3911 Avenue I**
Rosenberg, Texas 77471
 Phone: **832.223.0250** Fax: _____

Reference Number: P92122106.Revision No. 1

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS TO
BOWIE ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to Bowie Elementary.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to Bowie Elementary. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Bowie Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS TO
GEORGE JUNIOR HIGH**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to George Junior High.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to George Junior High. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to George Junior High School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS TO
JACKSON ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to Jackson Elementary.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to Jackson Elementary. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Jackson Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS TO
LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to Lamar Consolidated High School.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to Lamar Consolidated High School. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Lamar Consolidated High School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS TO
TERRY HIGH**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to Terry High.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to Terry High School. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Terry High School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE NEW LAMAR
CONSOLIDATED HIGH SCHOOL BASEBALL FIELD**

RECOMMENDATION:

That the Board of Trustees approve the design development for the new Lamar Consolidated High School Baseball Field.

IMPACT/RATIONALE:

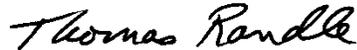
PBK Architects, Inc. will be presenting the design development for the new Lamar Consolidated High School Baseball Field. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

At the regular board meeting November 15, 2012 the Board approved a Natatorium Master Plan that locates the new district Natatorium where the existing Lamar Consolidated Baseball Field is currently. Upon approval PBK Architects will begin the construction drawing phase for the new Lamar Consolidated High School Baseball Field.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF AMENDMENT TO EASEMENT AT THE OLD JANE
LONG GYM SITE**

RECOMMENDATION:

That the Board of Trustees approve amendment to the easement on the old Jane Long Gym site.

IMPACT/RATIONALE:

This ingress and egress easement was granted by Lamar CISD back in 1961. This easement is 30 feet wide and 260.5 feet long for the purpose of ingress, egress and parking through the District's track to the home owners. The easement stated that the District can, at any time, revoke/terminate the easement upon 6 months' notice, and the rights to use that land or continue the driveway would be terminated. The home owner is asking the District to give up the termination right and make this a permanent easement.

PROGRAM DESCRIPTION:

Upon approval the easement will be amended and become a permanent easement to provide permanent access to the home owner.

Submitted by: J. Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**AMENDMENT
TO
EASEMENT**

THE STATE OF TEXAS §
 § **KNOWN ALL MEN BY THESE RESENTS:**
COUNTY OF FORT BEND §

RECITALS

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a Texas independent school district situated in Fort Bend County, Texas, (hereinafter called "**Grantor**") has heretofore conveyed to **A.E. MYERS**, an individual, an easement and right of way for the purpose of ingress, egress, parking, driveway and related uses, as set forth and described in detail in that certain Easement recorded under Fort Bend County Clerk's File No. 196131307, attached hereto and incorporated herein by reference as Exhibit "A" (the "**Easement**").

NICOLAS GUERRERO AND DONNA S. GUERRERO, individuals residing in Fort Bend County, Texas, are the successors in interest to **A.E. MYERS**., hereinafter called "**Grantee(s)**".

The undersigned Grantor desires to clarify and amend said Easement to release Grantor's unilateral right to terminate such easement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor and Grantee hereby agree as follows:

1. The Easement is hereby amended by removing the word "reversion" from the first paragraph of the Easement.

2. The Easement is hereby amended by entirely removing and deleting the second to last paragraph of the Easement, containing the following language:

"It is expressly provided and agreed that this easement and right of way herein granted shall be fully terminable at any time upon six months written notice from Lamar Consolidated Independent School District to A.E. Myers, his heirs, executors, or assigns of its termination hereof. Upon six months after said written notice is so given, all rights hereunder shall completely cease, terminate and expire, and all interests

and rights hereby conveyed shall thereupon completely revert to and re-vest in Lamar Consolidated Independent School District, its successors, or assigns.”

3. The Easement is hereby amended by removing the word “reversion” from the last paragraph of the Easement.

4. All other terms of the Easement not specifically affected by this amendment will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment effective as of this ____ day of _____, 2012.

GRANTOR:

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by _____, acting in his capacity as _____ of and on behalf of Lamar Consolidated Independent School District.

Notary Public's Signature

GRANTEE:

NICOLAS GUERRERO

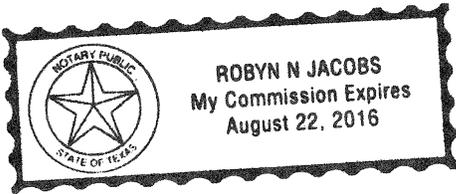
Nicolas Guerrero

DONNA S. GUERRERO

Donna S. Guerrero

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

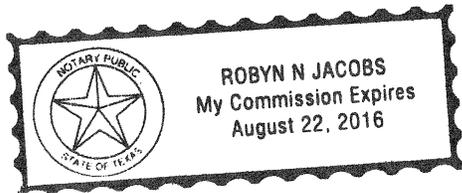
The foregoing instrument was acknowledged before me this 31 day of December, 2012, by Nicolas Guerrero.



[Signature]
Notary Public's Signature

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The foregoing instrument was acknowledged before me this 31 day of December, 2012, by Donna S. Guerrero.



[Signature]
Notary Public's Signature

Exhibit "A"

Easement

5

Thence North 22° 30' West along school westerly property line, at 38 feet pass iron pipe set in Northwest line of Main Street as per plat recorded in Volume A, page 62 of the Fort Bend County Deed Records, at 175.5 feet pass Mrs. Vivian Darst Northwest corner, and continue along Myers property line in all 260.5 feet to school Northwest corner, being Myers interior corner, and the Northwest of this easement tract;

Thence North 67° 30' East 30 feet with school northerly line to point for Northeast corner of this easement tract;

Thence South 22° 30' East 260.5 feet to a point in the existing Northwest line of Main Street for the Southeast corner of this easement tract;

Thence South 67° 30' West 30 feet along existing Northwest line of Main Street (said existing Main Street being 62 feet wide as located on the ground in existence now) to the place of beginning.

Said easement and right of way are granted for purposes of ingress, egress, parking, driveway, and related uses.

A. E. Myers is granted the right to fence said easement tract, to top the surface of said easement tract, to cut the slope of said tract, and to have poles, guys and lines thereon relocated or moved to other locations upon said easement tract, all at his option or election, and at his expense, but without any obligation upon A. E. Myers to take any of such actions.

It is expressly provided and agreed that this easement and right of way herein granted shall be fully terminable at any time upon six months written notice from Lamar Consolidated Independent School District to A. E. Myers, his heirs, executors, or assigns, of its termination hereof. Upon six months after said written notice is so given, all rights hereunder shall completely cease, terminate and expire, and all interests and rights hereby conveyed shall thereupon completely revert to and re-vest in Lamar Consolidated Independent School District, its successors or assigns.

TO HAVE AND TO HOLD the said premises unto the said A. E. Myers, his heirs and assigns, subject to the terms, conditions, reversion, and other provisions hereinabove set forth.

Executed this 9 day of November, 1961.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By E. M. Huggins, Jr.
E. M. Huggins, Jr., President

ATTEST:

Paul Scherer
Paul Scherer, Secretary

WILLIAM CHALLEN
Notary Public in and for Fort Bend County, Texas

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared E. M. Huggins, Jr., President of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein.

THE STATE OF TEXAS |
COUNTY OF FORT BEND |

BEFORE ME, the undersigned authority, on this day personally appeared MAURIE E. GEORGE, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 7th day of November, 1961.

W. C. M... ..
Notary Public in and for
Fort Bend County, Texas.

Filed for Record on the 10 day of November A. D. 19 61, at 11:20 o'clock A.M.
Duly Recorded this the 17 day of November A. D. 19 61, at 4:30 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

COMPARED

By *Doris Wolf* Deputy

IAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

TO 129212
A. E. MYERS

EASEMENT

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS: That Iamar Consolidated Independent School District, of Fort Bend County, Texas, acting herein by and through its undersigned duly authorized officers, for and in consideration of the sum of One Hundred and No. 00 (\$100.00) Dollars all cash to it in hand paid by A. E. Myers, the receipt and sufficiency of which is hereby fully acknowledged, does hereby grant and convey unto A. E. Myers, of Fort Bend County, Texas, subject to the terms, conditions, reversion, and other provisions herein set forth, an easement and right of way to, on, over, and across the following tract or parcel of land, to-wit:

Being a tract 30 feet by 260.5 feet out of Lot 11 of Random Addition to the City of Richmond, Fort Bend County, Texas, which tract is also a portion of Lots 6 and 7 of the McGee Subdivision according to the plat of said McGee Subdivision recorded in Volume 73, page 438 of the Deed Records of Fort Bend County, Texas, and being a part of the tracts conveyed to school by deeds recorded in Volume 188, page 219 and in Volume 188, page 315 of the Deed Records of Fort Bend County, Texas;

For connection begin at the west corner of Block 70 of the City of Richmond, Texas, according to plat thereof recorded in Volume A, page 62 of the Deed Records of Fort Bend County, Texas;

Thence North 22° 30' West 62 feet to a point in the existing Northeast line of Main Street;

Thence North 92 30' East 146.5 feet to the Southwest corner of school tract in existing Northwest line of Main Street, and being the place

Given under my hand and seal of office, this 9 day of November, A. D. 1961.

William Graeber
Notary Public in and for
Fort Bend County, Texas

WILLIAM GRAEBER
Notary Public in and for Fort Bend County, Texas

Filed for Record on the 10 day of November A. D. 19 61, at 4 o'clock P.M.
Duly Recorded this the 14 day of November A. D. 19 61, at 4:30 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

By *Doris Wolf* Deputy

COMPARED

JOE H. ALBRIGHT ET UX

TO 129214

WARRANTY DEED WITH V/L

ELMER VORPHEI ET AL, TRUSTEES
OF BEACLEY BAPTIST CHURCH

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

That we, Joe H. Albright and wife, Edn Albright, of the County of Fort Bend, State of Texas, for and in consideration of the sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars, to us paid by Fort Bend Federal Savings and Loan Association of Rosenberg, and secured to be paid by Elmer Vorphei, Earl Tomlin, Joe Albright, A. T. Meyer and S. L. Gibbon, Deacons and Trustees of Beasley Baptist Church, as follows: (1) The sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars to us this date cash in hand paid by the Fort Bend Federal Savings and Loan Association of Rosenberg, the receipt of which is hereby acknowledged; which said sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars was paid at the special instance and request of the said Elmer Vorphei, Earl Tomlin, Joe Albright, A. T. Meyer and S. L. Gibbon, Deacons and Trustees of Beasley Baptist Church, with the distinct understanding and agreement by and among the vendors, vendees and the lender that Fort Bend Federal Savings and Loan Association of Rosenberg is subrogated to all of the rights, liens, claims, titles and equities of the vendors, for which said sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars the said Elmer Vorphei, Earl Tomlin, Joe H. Albright, A. T. Meyer and S. L. Gibbon, Deacons and Trustees

INFORMATION ITEM: SCHOOL SAFETY REVIEW

On August 23, 2011 the board reviewed the Texas School Safety Audit Report for Lamar CISD schools. Once every three years a school district is required to conduct a security audit of the district's facilities. The results of the report are required to be presented to the board.

The district has reviewed the Emergency Operations Plan with the staff and asked that they be diligent in following the procedures. The staff will be prepared to answer any questions at the board meeting.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources
Trudy Harris, Assistant Director of Employee Svcs./Risk Mgmt.

**INFORMATION ITEM: PROPOSED BUDGET CALENDAR
FISCAL YEAR 2013 - 2014**

Attached is the proposed budget calendar for the 2013-2014 school year. This is a tentative calendar and will change if circumstances arise which would warrant modification.

Resource Person: Jill Ludwig, Chief Financial Officer
Yvonne Dawson, Budget & Treasury Officer

**ADOPTED BUDGET CALENDAR
FISCAL YEAR: 2013-14**

January 2013

Review and file 2012-13 adopted budget through PEIMS
Review position control
Begin accumulating data for special allocations
Provide budget calendar for 2013-14 to Board for information - January 2013

February 2013

Update and distribute budget materials to principals and budget managers at February K-12 meeting. *(Follow up with WebEx meetings)*
Conduct Federal/State Program Budget and Campus Improvement Training
Create and Edit the First Draft of the District Improvement Plan

March 2013

Publish the First Draft of the District Improvement Plan
Refine budget assumptions
Prepare salary studies and cost projections
Develop initial revenue and expenditure projections
Assess current year budgetary status
Budgets entered into MUNIS by campuses/departments

- Central Office Review and Evaluation of Data Entered by Campuses & Departments by the Superintendent/CFO (and other designated individuals)

First draft of Campus Improvement Plans entered into DMAC for central office to review for alignment with the District Improvement Plan.

April 2013

Meet with Principals & Department Heads to discuss CIP alignment with budgets and District Improvement Plan.
Develop preliminary debt service and food service budgets
Human Resource Department to finalize staffing allocations
Receive preliminary certified tax roll/values

May 2013

Board Workshop for Budget (Session #1)

June 2013

Refine budgets as necessary
Revise District and Campus Plans for Alignment with Projected Staff and Expenditure Allocations
Refine salary/benefit cost projections
Receive preliminary certified tax roll/values
Board Workshop for Budget (Session #2)

July 2013

Board Workshop (Session #3)
Receive certified tax roll/values
Refine revenue/expenditure budgets (all)
Calculate estimated actual and rollback tax rates

August 2013

Final revenue/expenditure budget adjustments
Refine all tax rate calculations
Board Workshop (Session #4)
Board Workshop (Session #5, if needed)
Budget notice/hearing/adoption (Board of Trustees)
Tax rate notice/hearing/adoption (Board of Trustees)
Finalize District and Campus Improvement Plans

September 2013

Present District and Campus Improvement Plans to the Board for approval

October 2013

Fort Bend County Tax Office to mail tax statements
File 2013-14 adopted budget through PEIMS

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF DECEMBER 31, 2012)**

- Exhibit "A" gives the LCISD collections made during the month of December 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2012 through August 31, 2013.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2012-13 roll as compared to prior years. Through December 31, 2012, Lamar had collected 33.1% of the 2012-13 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2012-2013.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
December 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
12	\$ 44,354,898.77	\$ -	\$ -	\$ 44,354,898.77	\$ 33,186,800.17	\$ -	\$ 11,168,098.60	
11	\$ 141,006.14	\$ 32,573.35	\$ 35,037.47	\$ 208,616.96	\$ 103,473.50	\$ 58,940.43	\$ 37,532.64	\$ 8,670.39
10	\$ 44,769.84	\$ 15,004.62	\$ 11,135.26	\$ 70,909.72	\$ 33,467.08	\$ 22,351.76	\$ 11,302.76	\$ 3,788.12
09	\$ 60,419.68	\$ 25,609.78	\$ 14,466.37	\$ 100,495.83	\$ 47,518.58	\$ 34,608.93	\$ 12,901.10	\$ 5,467.22
08	\$ 37,327.83	\$ 20,232.46	\$ 10,897.78	\$ 68,458.07	\$ 29,363.63	\$ 26,814.47	\$ 7,964.20	\$ 4,315.77
07	\$ 3,430.19	\$ 489.03	\$ 224.98	\$ 4,144.20	\$ 2,646.61	\$ 604.05	\$ 783.58	\$ 109.96
06	\$ 2,769.71	\$ 280.48	\$ 118.89	\$ 3,169.08	\$ 2,380.58	\$ 360.17	\$ 389.13	\$ 39.20
05	\$ 1,655.73	\$ 568.63	\$ 134.20	\$ 2,358.56	\$ 1,453.15	\$ 627.29	\$ 202.58	\$ 75.54
04	\$ 488.19	\$ 442.72	\$ 171.29	\$ 1,102.20	\$ 418.36	\$ 548.59	\$ 69.83	\$ 65.42
03	\$ 62.85	\$ 63.30	\$ 20.20	\$ 146.35	\$ 55.13	\$ 75.45	\$ 7.72	\$ 8.05
02	\$ 55.25	\$ 58.88	\$ 15.60	\$ 129.73	\$ 49.82	\$ 68.67	\$ 5.43	\$ 5.81
01	\$ 119.30	\$ 143.62	\$ 33.09	\$ 296.01	\$ 107.54	\$ 162.52	\$ 11.76	\$ 14.19
00	\$ 0.18	\$ 0.28	\$ 0.07	\$ 0.53	\$ 0.18	\$ 0.35	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 38.96	\$ 66.70	\$ 12.14	\$ 117.80	\$ 35.37	\$ 72.70	\$ 3.59	\$ 6.14
95	\$ 46.31	\$ 90.47	\$ 17.79	\$ 154.57	\$ 43.83	\$ 103.42	\$ 2.48	\$ 4.84
94	\$ 23.73	\$ 53.85	\$ 11.63	\$ 89.21	\$ 22.50	\$ 62.69	\$ 1.23	\$ 2.79
93	\$ 51.44	\$ 122.94	\$ 26.16	\$ 200.54	\$ 49.15	\$ 143.62	\$ 2.29	\$ 5.48
92	\$ 82.99	\$ 208.31	\$ 43.70	\$ 335.00	\$ 82.99	\$ 252.01	\$ -	\$ -
91	\$ 109.52	\$ 286.95	\$ 59.47	\$ 455.94	\$ 106.55	\$ 338.65	\$ 2.97	\$ 7.77
90	\$ 7.91	\$ 21.67	\$ 4.44	\$ 34.02	\$ 7.36	\$ 24.59	\$ 0.55	\$ 1.52
89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 44,647,364.52	\$ 96,318.04	\$ 72,430.53	\$ 44,816,113.09	\$ 33,408,082.08	\$ 146,160.36	\$ 11,239,282.44	\$ 22,588.21

Lamar Consolidated ISD
Tax Collections
September 1, 2012-August 31, 2013
(Year-To-Date)

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 12-31-12
12	\$ 136,145,655.46	\$ 5,869,056.53	\$ 142,014,711.99	\$ 47,063,369.89	\$ -	\$ -	\$ 47,063,369.89	\$ 94,951,342.10
11	\$ 1,526,426.10	\$ (26,868.98)	\$ 1,499,557.12	\$ 502,038.98	\$ 108,416.49	\$ 122,955.60	\$ 733,411.07	\$ 997,518.14
10	\$ 712,478.78	\$ (4,280.90)	\$ 708,197.88	\$ 148,757.73	\$ 48,027.55	\$ 36,730.72	\$ 233,516.00	\$ 559,440.15
09	\$ 531,424.87	\$ (32,191.86)	\$ 499,233.01	\$ 99,308.15	\$ 50,968.41	\$ 29,759.17	\$ 180,035.73	\$ 399,924.86
08	\$ 360,340.24	\$ (1,677.32)	\$ 358,662.92	\$ 64,428.45	\$ 29,693.88	\$ 14,547.87	\$ 108,670.20	\$ 294,234.47
07	\$ 287,280.27	\$ (5,442.61)	\$ 281,837.66	\$ 11,967.88	\$ 3,842.85	\$ 2,461.33	\$ 18,272.06	\$ 269,869.78
06	\$ 222,534.53	\$ (1,333.21)	\$ 221,201.32	\$ 8,021.43	\$ 3,490.48	\$ 1,348.65	\$ 12,860.56	\$ 213,179.89
05	\$ 216,529.51	\$ (1,456.38)	\$ 215,073.13	\$ 6,052.17	\$ 3,563.71	\$ 1,171.71	\$ 10,787.59	\$ 209,020.96
04	\$ 134,192.21	\$ (1,361.98)	\$ 132,830.23	\$ 3,326.95	\$ 2,427.08	\$ 853.93	\$ 6,607.96	\$ 129,503.28
03	\$ 121,282.11	\$ (1,050.99)	\$ 120,231.12	\$ 2,908.30	\$ 2,218.12	\$ 581.44	\$ 5,707.86	\$ 117,322.82
02	\$ 106,981.89	\$ (783.80)	\$ 106,198.09	\$ 2,922.90	\$ 2,572.49	\$ 617.77	\$ 6,113.16	\$ 103,275.19
01	\$ 83,228.49	\$ (811.25)	\$ 82,417.24	\$ 1,725.31	\$ 2,272.39	\$ 549.46	\$ 4,547.16	\$ 80,691.93
00	\$ 71,500.23	\$ (802.73)	\$ 70,697.50	\$ 1,576.07	\$ 2,340.23	\$ 587.07	\$ 4,503.37	\$ 69,121.43
99	\$ 68,463.25	\$ (719.61)	\$ 67,743.64	\$ 1,397.83	\$ 2,226.81	\$ 543.74	\$ 4,168.38	\$ 66,345.81
98	\$ 58,230.23	\$ (702.36)	\$ 57,527.87	\$ 1,289.00	\$ 2,193.12	\$ 522.25	\$ 4,004.37	\$ 56,238.87
97	\$ 52,779.15	\$ (992.93)	\$ 51,786.22	\$ 1,968.90	\$ 3,631.98	\$ 840.15	\$ 6,441.03	\$ 49,817.32
96	\$ 50,566.35	\$ (780.70)	\$ 49,785.65	\$ 1,281.97	\$ 2,458.60	\$ 552.07	\$ 4,292.64	\$ 48,503.68
95	\$ 39,898.13	\$ (479.01)	\$ 39,419.12	\$ 1,251.68	\$ 2,568.69	\$ 562.00	\$ 4,382.37	\$ 38,167.44
94	\$ 31,443.94	\$ (454.25)	\$ 30,989.69	\$ 1,066.42	\$ 2,336.31	\$ 510.20	\$ 3,912.93	\$ 29,923.27
93	\$ 29,766.02	\$ (106.28)	\$ 29,659.74	\$ 1,461.37	\$ 3,386.13	\$ 727.16	\$ 5,574.66	\$ 28,198.37
92	\$ 27,735.63	\$ (18.66)	\$ 27,716.97	\$ 1,494.56	\$ 3,646.14	\$ 771.03	\$ 5,911.73	\$ 26,222.41
91 & prior	\$ 30,008.31	\$ 1,170.11	\$ 31,178.42	\$ 1,774.45	\$ 4,751.83	\$ 968.34	\$ 7,494.62	\$ 29,403.97
Totals	\$140,908,745.70	\$5,787,910.83	\$146,696,656.53	\$47,929,390.39	\$287,033.29	\$218,161.66	\$48,434,585.34	\$98,767,266.14

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%
NOV	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%
DEC	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%
JAN		82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%
FEB		94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%
MAR		96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%
APR		97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%
MAY		97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%
JUNE		98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
JULY		98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
AUG		98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2012-13 TAX COLLECTIONS
AS OF DECEMBER 31, 2012**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 12-31-12	% OF BUDGET COLLECTED
2012	2012-13	\$139,195,507	\$47,063,370	33.81%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$866,021	37.65%
TOTAL		\$141,495,507	\$47,929,390	33.87%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF DECEMBER 31, 2012**

Exhibit E

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
COLLECTION YEAR						
1 Orig. Levy	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655
1 Collections	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	47,063,370
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,869,057
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	502,039	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(26,869)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	148,758		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	(4,281)		
4 Collections	\$ 136,983	\$ 223,830	99,308			
Adj. To Roll	\$ 54,869	\$ 102,644	(32,192)			
5 Collections	\$ 170,751	64,428				
Adj. To Roll	\$ 115,743	(1,677)				
6 Collections	\$ 11,968					
Adj. To Roll	\$ (5,443)					
TOTAL:						
COLLECTIONS	\$ 110,586,016	\$ 125,192,713	\$ 129,971,407	\$ 133,285,334	\$ 136,619,746	\$ 47,063,370
ADJUSTED TAX ROLL	\$ 110,855,886	\$ 125,486,947	\$ 130,371,332	\$ 133,844,773	\$ 137,617,264	\$ 142,014,712
BALANCE TO BE COLLECTED	\$ 269,870	\$ 294,234	\$ 399,925	\$ 559,439	\$ 997,518	\$ 94,951,342
ADJ. TAXABLE VALUE	\$ 8,542,818,671	\$ 9,670,323,068	\$ 10,046,725,379	\$ 9,808,711,520	\$ 9,900,166,439	\$ 10,216,518,254
TOTAL % COLLECTIONS AS OF DECEMBER 31, 2012	99.8%	99.8%	99.7%	99.6%	99.3%	33.1%
TAX RATE	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

103

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

BLS Construction (Ag Barn)	Application # 2	\$	238,146.90
CenterPoint (Adolphus Elem #22)	Application # 1	\$	1,793.75
Drymalla Construction (Adolphus Elem #22)	Application # 9	\$	863,123.45
Drymalla Construction (Polly Ryon Middle)	Application # 9	\$	852,211.75
Fort Bend MUD #146 (Adolphus Elem #22)	Application # 1	\$	357,136.11
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 8	\$	7,442.34
PBK Architects (George Ranch HS Build Out)	Application # 7	\$	580.75
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 8	\$	12,339.34
VLK Architects (Ag Barn)	Application # 1	\$	17,142.66
VLK Architects (Ag Barn –Reimbursables)	Application # 1	\$	6,889.11

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE & OPERATIONS

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

Work Request Summary for December, 2012:

- The Department completed 879 requests with 106 new requests
- 70 were closed

Maintenance:

The Maintenance Department assisted by:

- Hanging four pictures at Brazos Crossing
- Installing a new paper towel dispenser in a restroom at Jackson Elementary
- Repairing a soap dispenser at Jackson Elementary
- Replacing a paper towel dispenser in the clinic at Dickinson Elementary
- Installing a new sign on the FDC pipe by Reading Junior High
- Installing a new corner guard by the exit door at Williams Elementary
- Installing a door stop at Wessendorff Middle
- Performing quarterly preventative maintenance on the gates at Jane Long Elementary
- Cleaning the inside of the pool top at the Natatorium
- Repairing a bench seat on the bus drive at Hutchinson Elementary
- Removing mildew on the outside of a portable building at Hutchinson Elementary
- Repairing a keyboard tray at Hubenak Elementary
- Cleaning the canopy light fixtures on the bus ramp at Frost Elementary
- Repairing a domestic hot water boiler at the Natatorium
- Replacing a serving line steam well drain assembly at Thomas Elementary
- Replacing lamps on the catwalk and stage in the auditorium at Foster High
- Replacing a ballast in a classroom at Briscoe Junior High
- Repairing the intercom call button in a classroom at Reading Junior High
- Repairing the intercom system at Velasquez Elementary
- Replacing a broken basketball backboard in the gym at Reading Junior High
- Replacing a burglar alarm system door switch at Wertheimer Middle
- Repairing the fire alarm system at the Development Center
- Repairing a serving line sneeze guard in the kitchen at Navarro Middle
- Uncrating a large plotter and assembling the stand at Lamar High Vocational
- Moving shelves at George Ranch High
- Hanging a new bulletin board on the cinder block wall at George Ranch High
- Making a rolling post and attaching a stop light for the cafeteria at Hutchinson Elementary
- Replacing ceiling tiles at Lamar Junior High

- Repainting the gray squares in the boy's restroom at Lamar Junior High
- Repainting a window column at Lamar Junior High
- Installing a screw on a drawer pull for a desk and cutting ceiling tile at Lamar Junior High
- Removing the volleyball and basketball pictures in the big frames by the concession stand and rehangng at Foster High
- Installing four keyboard trays in office areas at the Transportation Satellite Center
- Hanging a backdrop on the stage for a 3rd grade program at Campbell Elementary
- Repairing the ice machine in the lounge at Dickinson Elementary
- Replacing a kitchen sink faucet at Bowie Elementary
- Repairing the exit lighting at Huggins Elementary
- Replacing a classroom light sensor switch at George Junior High
- Repairing the intercom system at Velasquez Elementary
- Setting up sound equipment on the stage for an event at Lamar Junior High
- Repairing and adjusting all door closers at the Transportation Satellite Center
- Replacing a fire alarm duct detector at Williams Elementary
- Replacing a fire alarm smoke detector at Briscoe Junior High

Custodial, Integrated Pest Control, and Lawn Works:

The Operations Department assisted by:

- Setting up the board room for a Saturday workshop, cleaning the microwaves in the upstairs lounge, and cleaning the lounge floor due to a spill at Brazos Crossing
- Cleaning all vents in hallways, using the micromatic on the gym and hallway floors, and adding information to the marquee at Jackson Elementary
- Mopping up urine in 3rd grade boy's restroom, cleaning vomit from the cafeteria floor, and cleaning an accident in room 212 at Taylor Ray Elementary
- Removing a broken table from the cafeteria, cleaning a sticky spot in the rotunda area, cleaning vomit from D hall, cleaning blood off of shelving, and setting up the cafeteria for an event at Lamar High
- Setting up for testing, delivering copy paper to the main building, removing trash from the grounds area, and sweeping all entrances at Alternative Learning Center
- Cleaning all the garbage cans in the cafeteria, cleaning urine from the floor, and delivering cases of bottled water to the office at Hubenak Elementary
- Opening for several meetings and events at Terry High
- Removing trash from the outside trash cans, storing boxes from the Christmas décor, removing recycle material, replacing a faucet nozzle, and setting up chairs for ABC Dental at Jane Long Elementary
- Setting up the gym for a Christmas program, high dusting in the computer lab, and removing carpet stains in the office area at Williams Elementary

- Cleaning lights in the office, removing spots from the cafeteria wall, using the micromatic on the gym floor, and adding information to the marquee at Jackson Elementary
- Mopping the kinder restroom, mopping the 2nd grade boy's restroom, moving tables from the library, cleaning vomit in the clinic, and replacing a broken soap dispenser at Taylor Ray Elementary
- Setting up the gym for a program, moving furniture from a classroom to storage, delivering copy paper, delivering tables to the portables, and cleaning out a mechanical room at Meyer Elementary
- Moving boxes of copy paper, removing body fluids from the wall and floor, and removing trash from the grounds area at Alternative Learning Center
- Delivering 12 boxes to the 5th grade closet, removing water from kinder restroom due to an overflow, helping as a monitor in the cafeteria due to the lack of a monitor, and mopping up urine in the 4th grade area at Hubenak Elementary
- Setting up 20 chairs on the stage, delivering ten chairs and six desks to Mrs. Helberg's room, setting up for a spelling contest, and delivering tables and chairs to a computer room at Jane Long Elementary
- Setting up 50 chairs in the gym for a Head Start meeting, replacing a light in a classroom, and delivering boxes of copy paper to the office at Seguin Elementary
- Replacing lights in the office area at Travis Elementary
- Mowing all athletic fields
- Setting up George Ranch football field for a weekend tournament, removing bleachers from the Natatorium and delivering to various campuses
- Cutting lines at the baseball and softball fields at Terry High
- Repairing a leak at the George Ranch High football fields
- Re-installing the fence around the chillers at Bowie Elementary
- Delivering tables and chairs to the Special Needs Center
- Moving wrestling mats throughout the District
- Delivering tables to Terry High and Hutchison Elementary
- Removing wasps at Hubenak Elementary
- Providing rodent control at Jackson, Terry, Lamar High, and Wertheimer Middle
- Providing ant control at Hubenak and Lamar Junior High
- Scheduling Gillen's Pest Control Services at: Beasley, Bowie, Campbell, Maintenance, Transportation, Jane Long, Distribution, Special Needs, Dickinson, Hutchison, Taylor Ray, Velasquez, Ag Barn, and Band Road Warehouse

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Interim Director of Maintenance & Operations (Region 4)
 Jeff Kimble, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)

January 2013

2006 Bond Program Projects



Transportation Satellite

Transportation Satellite Facility

- Projected close-out for the Satellite Transportation is March 2013.

Transportation Satellite Secondary Drive

- Environmental study is on-going, with an anticipated completion of February 1, 2013.
- TxDOT package is in Austin office as of December 10, 2012.

2011 Bond Program Projects



Agricultural Barn Renovations

Agricultural Barn Renovations

- New electrical panel has been installed.
- Circulation fans have been installed.
- Restrooms are complete.
- Parking area re-grading is complete.
- Concrete parking area and manure pit are complete.
- Canopy and gutters are complete.
- Parking lot lights are complete.
- New cameras are installed.
- New keypad system has been ordered.



GRHS Build-Out

George Ranch High School Build-Out

- Project is complete.



Judge James C. Adolphus ES



Judge James C. Adolphus ES



Judge James C. Adolphus ES

Judge James C. Adolphus Elementary

- The concrete slab on grade is completed in ALL areas.
- Concrete curbs have been placed at 99% of the drive areas.
- Mezzanine concrete has been placed.
- Metal building erector is complete, except working on soffits and gutters.
- Installation of metal roofing panels is complete.
- Roofing trim detail is complete.
- Mason has completed interior CMU in area B. Exterior brick and stone to be completed the week of January 14, 2013.
- Overhead hangers and straps for mechanical components are installed at all areas.
- Fireproofing of metal building structure is 100% complete.
- Fireproofing of mezzanine area is complete.
- Piping for fire protection is complete.
- Mechanical contractor continues installing duct insulation in areas A, C, D, and E.
- Controls conduit is installed in all mezzanine and interior framed areas.
- Air handler units have been placed on equipment pads and mechanical piping continues.
- Electrician is working in areas A, D, and E including wall rough-ins. Electrical crew continues pulling electrical wire in areas A, C, D, and E, including the CMU in Area B.
- Glazer has started work in Areas A, C, D, and E.
- Light gauge framing is completed in areas A, C, D, and E, including the mezzanine area.
- Insulation has been installed within required walls in areas A, B, C, and D inclusive of exterior walls that have window frames installed.
- Drywall contractor is installing drywall on both sides in Areas C and D.
- Installation of wood blocking in areas A, C, D, and E is completed including installation of wood blocking at perimeter walls; crews have completed installing wood blocking in roof area.
- Exterior wall waterproofing is complete.
- Color finish board was delivered to the districts procurement department November 2, 2012.
- Dormers are in place and sheathing is being installed.
- Final payment to MUD for tap and usage fees has been delivered.

Miscellaneous Renovations to Terry HS, Lamar HS, George JHS, Jackson ES, & Bowie ES

- Coordination meetings have been held with principals at all schools to discuss scope of work.
- Exterior additions are planned for Terry High School and Jackson Elementary.
- Design development plans will be presented to the LCISD board for approval in January.



Polly Ryan Middle School



Polly Ryan Middle School



Polly Ryan Middle School

New Natatorium

- The schedule is to have the new LCISD Natatorium operational June 2014.
- On January 10, 2013, Gilbane, LCISD, and PBK met to discuss design and schedule.

Polly Ryan Middle School

- Concrete paving is complete.
- Concrete curbs have been installed on 90% of the paved areas.
- Plans for the design of the new traffic signal have been submitted to TxDOT for review. Comments have been received and returned to TxDOT for final approval.
- Interior wall framing is complete in areas A & B.
- MEP hangers are complete in areas A & B.
- Chilled water piping is 95% complete.
- Fire sprinkler piping is complete in areas A & B.
- Installation of ductwork is 95% complete in areas A & B.
- Gym and cafeteria CMU walls are 95% complete.
- Chillers have been set on equipment pads in the service yard.
- Limestone is complete in areas A & B and 75% in areas C & D.
- Metal wall panels are complete in areas A & B.
- CMU "Main Street" walls are 95% complete.
- Concrete parking lot islands are 90% complete.
- Stage has been poured.
- Windows and frames are installed in areas A & B.
- Transformer has been set by Center Point and permanent power has been ordered.
- Dormers have been set in place on roof and louvers installed.
- Basketball goal supports have been installed in the gymnasium.
- Cabling for data and camera systems is being installed in areas A & B.

Traylor Stadium

- December 7, 2012, the design team commenced the planning, design and scheduling for the new buildings, renovations, and replacement items.
- Design team is planning to present the Design Development information for the Track and Field resurfacing at the January Board Facility Meeting.

Baseball Field

- December 7, 2012, the design team commenced the planning, design and scheduling for the new buildings, renovations, and replacement items.
- Design team is planning to present the delivery method for the Track and Field resurfacing at the December Board.

Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$51,095,099	\$27,605,397	\$23,489,702	\$13,731,600
LAND	\$2,700,000	\$11,200	\$2,688,800	\$11,200
TECHNOLOGY	\$21,168,000	-	\$21,168,000	-
TRANSPORTATION	\$6,100,779	-	\$6,100,779	-
EXISTING FACILITIES	\$23,791,755	\$2,812,983	\$20,978,772	\$1,541,910
MISCELLANEOUS	\$5,144,367	-	\$5,144,367	-
TOTAL	\$110,000,000	\$30,429,580	\$79,570,420	\$15,284,710