

A banner with a light blue background and a yellow sun graphic on the left. The text 'Regular Board Meeting' is written in a large, bold, red, italicized font. The background of the banner features a repeating pattern of 'Lamar CISD' in a smaller, light blue font.

# *Regular Board Meeting*

Lamar Consolidated Independent School District  
Board of Trustees  
Thursday, February 20, 2014  
7:00 PM

Julie Thompson, President • Rhonda Zacharias, Vice President • Frank Torres, Secretary  
Kay Danziger • Anna Gonzales • Dar Hakimzadeh • Kathryn Kaminski

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
FEBRUARY 20, 2014  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. Texas All State Choir
  - B. All State Dance Team
4. Audience to patrons
5. Approval of minutes
  - A. January 14, 2014 - Special Meeting (Workshop) 6
  - B. January 16, 2014 - Regular Board Meeting 10
  - C. January 30, 2014 - Special Meeting 17
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 for graduation requirements for students entering 9th grade in 2014 - 2015 and beyond 20
  - B. **Goal: Planning**
    1. Consider ratification of Financial and Investment Reports 21
    2. Consider approval of budget amendment requests 25
    3. Order authorizing the issuance of Lamar Consolidated Independent School District variable rate unlimited tax schoolhouse bonds, series 2014A in accordance with specified parameters; and enacting other provisions relating thereto, and order authorizing the issuance of Lamar Consolidated Independent School District unlimited tax schoolhouse bonds, series 2014B in accordance with specified parameters; and enacting other provisions relating thereto 27
    4. Consider approval of amendment to contract for School Resource Officers 160
    5. Consider approval of resolutions proclaiming
      - a. Diagnosticians' Week 163

|  |     |
|--|-----|
| b. Texas Public Schools Week   | 165 |
| 6. Consider approval of donations to the district, including, but not limited to:  | 167 |
| a. Foster High School  |     |
| b. Frost Elementary School   |     |
| c. Hubenak Elementary  |     |
| 7. Consider approval of request for the historic site exemption qualification for the Simonton School  | 168 |
| 8. Consider approval of property insurance coverage for Lamar CISD   | 174 |
| 9. Consider approval of renewal of annual building envelope maintenance/repair services  | 176 |
| 10. Consider approval of Interlocal Cooperation Contract with the Texas General Land Office  | 179 |
| 11. Consider approval of deductive change order #1 and final payment for the summer 2013 renovation projects   | 216 |
| 12. Consider approval of material testing services for the summer 2014 renovations   | 219 |
| 13. Consider approval of HVAC testing and balancing consultant services for the summer 2014 renovation projects  | 231 |
| 14. Consider approval of design development for the new Churchill Fulshear, Jr. High and Dean Leaman Junior High   | 234 |
| 15. Consider approval of third party review consulting services for the new Arredondo Elementary   | 235 |
| 16. Consider approval of professional surveying services   | 240 |
| <b>C. Goal: Technology</b>   |     |
| 1. Consider approval of District-Wide Computer Refresh   | 244 |
| 2. Consider approval of Dark Fiber WAN Connections   | 247 |
| 3. Consider approval of network core switches  | 249 |
| <b>9. INFORMATION ITEMS</b>  |     |
| <b>A. Goal: Planning</b>   |     |
| 1. Demographic Update  | 252 |
| 2. Tax Collection Report   | 253 |
| 3. Energy Management Quarterly Report  | 259 |
| 4. Payments for Construction Projects  | 263 |
| 5. Region 4 Maintenance and Operations Update  | 265 |
| 6. Bond Update   | 269 |
| 7. Bad Weather Make-Up Days  | 273 |
| <b>10. CLOSED SESSION</b>  |     |
| 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. 274
  - a. Approval of personnel recommendations or employment of professional personnel 275
  - b. Employment of professional personnel (Information) 282
  - c. Employee resignations and retirements 285
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
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. Discuss pending, threatened, or potential litigation, including school finance litigation
  - b. Any item listed on the agenda

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 14th day of February 2014 at 3:00 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

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 14<sup>th</sup> day of January 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) 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, Julie Thompson, at 6:30 p.m.

**Members Present:**

|                  |                |
|------------------|----------------|
| Julie Thompson   | President      |
| Rhonda Zacharias | Vice President |
| Frank Torres     | Secretary      |
| Kay Danziger     | Member         |
| Anna Gonzales    | Member         |
| Dar Hakimzadeh   | Member         |
| Kathryn Kaminski | 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       |

**BUSINESS TRANSACTED**

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

**2. Discussion of the January 16<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the January 16<sup>th</sup> Regular Board Meeting agenda items.

**9. ACTION ITEMS**

**9. A GOAL: INSTRUCTIONAL**

9. A-2 Consider Approval of Out-of-State Trip Requests, including, but not limited to:

a. George Ranch High School Speech and Debate Team

Ms. Kaminski questioned if they were approving the \$8400 that would come out of the district fund. Dr. Randle explained that it was the trip and budget allocations to be used for the trip that was being submitted for approval. Ms. Thompson explained that student fundraisers were covering the students' costs and the district is covering the costs of the sponsors' registration and expenses.

**9. B GOAL: PLANNING**

9. B-4 Consider Approval of Renewal of Concession and Food Service Beverages

Ms. Kaminski questioned if the bid with Pepsi Beverages Company was for concession beverages only or concession and food service beverages as stated on the agreement. Ms. Ludwig explained that it was for concession beverages only. When the original bid was submitted in 2010 it was submitted as concession and food service beverages because it was for both at that time.

9. B-7 Consider Approval of Superintendent Priorities for 2013—2014

Ms. Kaminski questioned if there was a meeting scheduled on January 30<sup>th</sup> to discuss Board Operating Procedures. Ms. Thompson responded that the meeting was to discuss Board Operating Procedures on January 30<sup>th</sup>. The Superintendent Priorities are a separate document and the draft submitted by Mr. Nimir is being considered for adoption this month. In reference to Priority One, Ms. Kaminski questioned if there was only one full-day Pre-K program. There is only one full-day Pre-K program that is being monitored at Seguin but multiple campuses feed into that program. Ms. Kaminski questioned if guidelines have been developed for comparing full-day being more beneficial than half-day Pre-K. Ms. Lyons explained that the Phonemic Awareness and Phonics Inventory assessment kit is used to assess students academically at Seguin and to make comparisons to other students throughout the district in the half-day program. Developmental milestones are observed daily throughout the year and reported on the report cards. Ms. Kaminski requested feedback on students who have met the developmental milestones.

9. B-8 Consider Approval of Board Calendar for 2014

Ms. Kaminski inquired if it was possible to get some information provided to the Board earlier than the Friday before the Board meeting in order to better prepare for the

meeting. Dr. Randle recommended that we sketch out the information that is being referred to. Some committee meeting minutes are usually provided a month before they are put on the agenda. Some items are sent out in Board-O-Grams and previous board agenda books are accessible on the web. Time adjustments can be made on some documents. Our goal is to be sure the Board has what they need in order to make a good decision.

**9. B-9**      **Consider Adoption of 2014—2015 Student/Staff Instructional Calendar**

Ms. Kaminski questioned why students are given a holiday on January 5<sup>th</sup> and April 6<sup>th</sup> and teachers have to work on Good Friday, April 3<sup>rd</sup>. Teachers have a work day on January 5<sup>th</sup> because one-half day is staff development and one-half of the day is a teacher workday to give the teachers the opportunity to reset their classrooms for the second semester. It is a requirement to have staff development one-half work day before the start of a semester and that is the beginning of a new semester. Teachers also have a workday on Friday before school starts in August. Staff is provided with multiple opportunities to take staff development. Staff who has not completed their required DMA hours will work on Good Friday, April 3<sup>rd</sup>.

**9. B-14**      **Consider Approval of Deductive Change Order #1 and Final Payment for the Summer 2013 Renovation Projects**

This item is pulled from the agenda until the February meeting.

**10. INFORMATION ITEMS**

**10. A GOAL: INSTRUCTIONAL**

**10. A-1**      **House Bill 5 Legislative and Implementation Update**

Dr. Bevers gave an update on House Bill 5 that was passed by the 83<sup>rd</sup> Texas Legislature and explained the steps the District will be taking to implement the new law. It touches on four particular areas: curriculum, assessment, accountability, and higher education. Implementation is spread over the next four years.

**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. Employee resignations and retirements
  - d. 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

**Minutes of the Special Board Meeting (Workshop) of January 14, 2014 – page 70**

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

The Board did not convene in Closed Session.

**RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS**

**ADJOURNMENT**

The meeting adjourned at 7:37 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Julie Thompson**  
**President of the Board of Trustees**

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**Frank Torres**  
**Secretary of the Board of Trustees**

**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 16<sup>th</sup> day of January, 2014 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, Julie Thompson, at 7:00 p.m.

**Members Present:**

|                  |                |
|------------------|----------------|
| Julie Thompson   | President      |
| Rhonda Zacharias | Vice President |
| Frank Torres     | Secretary      |
| Kay Danziger     | Member         |
| Anna Gonzales    | Member         |
| Dar Hakimzadeh   | Member         |
| Kathryn Kaminski | 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—

**2. OPENING OF MEETING**

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

**3. RECOGNITIONS/AWARDS**

Superintendent Randle recognized the Lamar CISD Board of Trustees as part of the district-wide celebration of School Board Recognition Month in January.

Kristi Hardy and August Vega, representatives for the CenterPoint Energy SCORE Program, reported that Lamar CISD earned \$30,818.81 this year.

**4. AUDIENCE TO PATRONS**

None

**5. APPROVAL OF MINUTES OF DECEMBER 19, 2013 REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of the December 19, 2013 Regular Board Meeting. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Zacharias reported the Technology Committee met. The item discussed is in this agenda as an action item. The minutes of the meeting are forthcoming.

The Finance Committee met and the audit report will be presented tonight.

Ms. Danziger reported the Facilities Committee met and everything is on schedule. The baseball field will be ready in time for the first season game. Upcoming items will be reflected in the minutes.

**7. SUPERINTENDENT REPORTS**

**a. Meetings and Events**

**b. Information for Immediate Attention**

**c. Introductions**

Dr. Bowen introduced Joel Garrett, Director of Career and Technical Education.

**8. PUBLIC HEARING – LCISD ACCOUNTABILITY PERFORMANCE REPORT FOR 2012—2013**

Ms. Thompson opened the meeting to the public at 7:12 p.m. Mr. Brian Moore, Director of Research and Accountability, gave a presentation on the LCISD Accountability Performance Report for 2012—2013. There being no discussion, the hearing was closed to the public at 7:20 p.m.

**ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2, 9. B-2 – 9. B-6, 9. B-8 – 9. B-13, 9. B-15, and 9. C-1**

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

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 Approval of the 2014 – 2015 Student Course Selection Catalog**

approved the 2014 – 2015 Student Course Selection Catalog as presented.

**9. A-2 Approval of Out-of-State Trip Requests, including, but not limited to:**

**a. George Ranch High School Speech and Debate Team**

approved out-of-state travel for George Ranch High School Speech and Debate team to travel to Cambridge, Massachusetts on February 13—18, 2014.

**9. B GOAL: PLANNING**

**9. B-2 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**9. B-3 Approval of Budget Amendment Requests**

approved budget amendment requests as presented. (See inserted page 73-A.)

**9. B-4 Approval of Renewal of Concession and Food Service Beverages**

approved the renewal (for year 4) of Bid #52-2010 to Pepsi Beverages Company as the vendor for concession beverages. (See inserted page 73-B.)

**9. B-5 Approval of Maintenance and Operations Supplies**

approved all vendors who responded with complete and acceptable bid responses to the Maintenance and Operations Supplies bid.



**9. B-6 Approval of Maintenance and Operation Services and Materials**

approved all vendors who responded with complete and acceptable bid responses to the Maintenance and Operation Services and Materials bid.

**9. B-8 Approval of Board Calendar for 2014**

approved the proposed Board calendar for 2014.

**9. B-9 Consider Adoption of 2014 – 2015 Student/Staff Instructional Calendar**

approved the student/staff instructional calendar (attached) for 2014 – 2015 as recommended by the District-wide Student Improvement Council (DSIC). (See inserted page 74-A.)

**9. B-10 Approval of Resolutions proclaiming**

**a. Black History Month**

approved the attached resolution proclaiming February 2014 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 74-B.)

**b. Career and Technical Education Month**

approved the attached resolution proclaiming February 2014 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District. (See inserted page 74-C.)

**c. School Counselor Week**

approved the attached resolution proclaiming the week of February 3-7, 2014 as “School Counselor Week” in the Lamar Consolidated Independent School District. (See inserted page 74-D.)

**9. B-11 Approval of Donations to the District, including, but not limited to:**

**a. Velasquez Elementary School**

approved donations to the district.

**9. B-12 Approval of Deductive Change Order #1 and Final Payment for the Traylor Stadium Track and Turf Project**

approved the deductive change order #1 in the amount of \$1,242.20 and final payment of \$36,566.74 for the Traylor Stadium track and turf project to Fieldturf USA.

**9. B-13 Approval of Asbestos Abatement Consulting Services for the Summer 2014 Renovation Projects**

approved Environmental Services, Inc. (ESI) to provide asbestos consulting services for the abatement projects associated with the summer 2014 renovations projects not to exceed the amount of \$4,580.

**9. B-15**      **Approval of Change Order #1 for the New Natatorium**

approved change order #1 for a 30-day extension to the contract with Gamma Construction.

**9. C**    **GOAL:            TECHNOLOGY**

**9. C-1**      **Approval of Network Electronics, Wireless and Cabling**

approved Micro Integration for professional services relating to the supply and installation of network electronics, wireless and cabling in the amount of \$1,086,014.

**9. B**    **GOAL:            PLANNING**

**9. B-1**      **Approval of Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2012 – 2013 Year**

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial report for the 2012 – 2013 fiscal year as presented. The motion carried unanimously.

**9. B-7**      **Approval of Superintendent Priorities for 2013 – 2014**

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski that the Board of Trustees table this item until the Board can reconvene with a TASB facilitator at a later date to work through the priorities.

Voting in favor of the motion: Mr. Hakimzadeh, Ms. Kaminski  
Voting in opposition: Ms. Gonzales, Mr. Torres, Ms. Zacharias, Ms. Danziger, Ms. Thompson

The motion failed.

It was moved by Mr. Torres and seconded by Ms. Gonzales that the Board of Trustees approve the superintendent priorities for 2013 – 2014 as presented.

Voting in favor of the motion: Mr. Torres, Ms. Gonzales, Ms. Zacharias, Ms. Danziger, Ms. Thompson  
Voting in opposition: Mr. Hakimzadeh, Ms. Kaminski

The motion carried.

**9. B-14**      **Approval of Deductive Change Order #1 and Final Payment for the Summer 2013 Renovation Projects**

This item was pulled from the agenda until the February meeting.

**10. INFORMATION ITEMS**

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 House Bill 5 Legislative and Implementation Update**

**10. B GOAL: PLANNING**

**10. B-1 Proposed Budget Calendar**

**10. B-2 Tax Collection Report**

**10. B-3 Payments for Construction Projects**

**10. B-4 Region 4 Maintenance and Operations Update**

**10. B-5 Bond Update**

**10. B-6 Schools Conserving Resources (SCORE) Program**

**10. B-7 TASB 2012 – 2014 Advocacy Agenda**

**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. Employee resignations and retirements
  - d. 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
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

The Board adjourned to Closed Session at 7:54 p.m. for the purposes listed above.

**RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS**

The Board reconvened in Open Session at 8:54 p.m.

**11. A-1(d) Superintendent's Evaluation and Contract**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees extend the Superintendent's contract for one additional year. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

Salary survey for teaching staff, executive board and, in general, the whole district compared to other districts

**ADJOURNMENT**

The meeting adjourned at 8:56 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

\_\_\_\_\_  
**Julie Thompson**  
**President of the Board of Trustees**

\_\_\_\_\_  
**Frank Torres**  
**Secretary of the Board of Trustees**

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 30<sup>th</sup> day of January 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special 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, Julie Thompson, at 6:30 p.m.

**Members Present:**

|                  |           |
|------------------|-----------|
| Julie Thompson   | President |
| Frank Torres     | Secretary |
| Kay Danziger     | Member    |
| Anna Gonzales    | Member    |
| Dar Hakimzadeh   | Member    |
| Kathryn Kaminski | Member    |

**Members Absent:**

|                  |                |
|------------------|----------------|
| Rhonda Zacharias | Vice President |
|------------------|----------------|

**Others Present:**

|               |   |
|---------------|---|
| Thomas Randle | Superintendent                            |
| Mike Rockwood | Executive Director of Community Relations |
| Rick Morris   | Attorney                                  |

**BUSINESS TRANSACTED**

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

**2. AUDIENCE TO PATRONS**

None

**3. ACTION ITEMS**

**3. A GOAL: PLANNING**

**3. A-1 Review of Board Operating Procedures**

President Thompson provided the Board members with some suggestions for their review and consideration. Mr. William Nemir, Director of Leadership Team Services for TASB, provided some board operating procedures from Carrolton Farmers Branch ISD and other information was obtained from the TASB website.

It was moved by Mr. Torres and seconded by Ms. Kaminski that the Board of Trustees review and update the Board Operating Procedures.

Voting in favor of the motion: Ms. Kaminski, Ms. Thompson, Mr. Torres, Ms. Danziger, Mr. Hakimzadeh

Voting in opposition: Ms. Gonzales

The motion carried.

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski that the Board of Trustees approve in its entirety the Carrolton Farmers Branch ISD Board of Trustees Standards of Professional Practice as written with the exception of changing Carrolton Farmers Branch ISD to Lamar Consolidated ISD, dates, and timelines being adjusted to accommodate specifics in our district.

After lengthy discussion, Mr. Hakimzadeh withdrew the motion with the consensus of the Board.

Mr. Hakimzadeh recommended forming a committee that would interact with the board. The committee could interview each board member in order to address the concerns of each member.

Committee members to serve on the Board Operating Procedures Committee would be appointed by President Thompson. It would follow the standard practice of all board committees with only three board members serving on the committee. Other members of the committee could consist of administrative staff serving on the Policy Committee because it relates to board policy.

Mr. Torres would like to see a citizens committee formed with each board member appointing a member to the committee. Attorney Rick Morris emphasized that this is the Board's governing procedures and should not involve citizen input. Mr. Morris stated that the board must be careful in providing input to committee members. Tendering materials for their consideration is appropriate but engaging in dialogue with them puts you in violation of a walking quorum provision because you are having deliberation amongst more than a quorum.

Ms. Thompson encouraged input from all board members. Mr. Morris recommended allowing the administration to corral the recommended changes so all can be formatted in a common way, grouped by subject matter, and person making the recommended change so changes can be viewed collectively. He would be available to assist with the legal aspects and review the recommended changes with little expense to the district.

Mr. Torres is not in favor of going outside the district to get assistance with policy changes as it is an added expense to the district.

It was the consensus of the Board to make submissions without the formation of a committee and function as a committee with the entire board. Submission of data should be emailed to Karen Vacek by February 7<sup>th</sup>. After ample time for review of recommended changes, a workshop to discuss recommended changes will be scheduled and a vote will be taken at a later meeting.

Ms. Zacharias will be notified of the February 7<sup>th</sup> deadline for submission of data.

**ADJOURNMENT**

The meeting adjourned at 7:47 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Julie Thompson**  
**President of the Board of Trustees**

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**Frank Torres**  
**Secretary of the Board of Trustees**

**CONSIDER APPROVAL OF GRADUATION REQUIREMENTS FOR STUDENTS  
ENTERING 9<sup>TH</sup> GRADE IN 2014-2015**

**RECOMMENDATION:**

That the Board of Trustees require Algebra II as one of the required math credits for all students graduating under the Foundation High School Program with an endorsement and under the Distinguished Level of Achievement.

**IMPACT/RATIONALE:**

House Bill 5, passed by the 83<sup>rd</sup> Texas Legislature, is the first educational reform legislation this century. As part of the legislation, graduation requirements were changed for incoming 9<sup>th</sup> graders. The State Board of Education, at its January meeting, approved the Foundation School Program, requiring 22 credits for graduation, including three credits in math and science. Students graduating with an endorsement are required to have four credits in math and science.

Local districts are allowed to add local requirements to the approved Foundation School Program.

**BACKGROUND INFORMATION:**

Administration reviewed the requirements approved by SBOE at its January meeting. A number of stakeholders, including the HB 5 working group and secondary administrators have looked at the state recommendations and request the local addition to the requirements.

Submitted by: Dr. Thomas Randle, Superintendent  
Dr. Walter Bevers, Executive Director for Secondary Education

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 January 2014 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 JANUARY 2014 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 January total \$15,621,565 and are shown below by category:

| <u>3-Digit Object</u> | <u>Description</u>                                    | <u>Disbursements</u> |
|-----------------------|---|----------------------|
| 611/612               | Salaries and Wages, All Personnel                     | 11,916,459           |
| 614                   | Employee Benefits                                     | 398,711              |
| 621                   | Professional Services                                 | 56,304               |
| 623                   | Education Services Center                             | 33,334               |
| 624                   | Contracted Maintenance and Repair Services            | 244,808              |
| 625                   | Utilities   | 182,187              |
| 626                   | Rentals and Operating Leases                          | 167,084              |
| 629                   | Miscellaneous Contracted Services                     | 361,411              |
| 631                   | Supplies and Materials for Maintenance and Operations | 186,808              |
| 632                   | Textbooks and Other Reading Materials                 | 40,112               |
| 633                   | Testing Materials                                     | 4,293                |
| 634                   | Food Service  | 460,084              |
| 639                   | General Supplies and Materials                        | 526,426              |
| 641                   | Travel and Subsistence -- Employee and Student        | 57,436               |
| 649                   | Miscellaneous Operating Costs/Fees and Dues           | 492,572              |
| 661                   | Land Purchase and/or Improvements                     | 3,500                |
| 662                   | Building Purchase, Construction, and/or Improvements  | 348,915              |
| 663                   | Furniture & Equipment - \$5,000 or more per unit cost | 7,416                |
| 129                   | Misc. Receivable/Alternative Certification Fees       | 6,756                |
| 131                   | Inventory Purchases                                   | 79,442               |
| 211                   | Accounts Payable                                      | 38,379               |
| 573/575/592           | Miscellaneous Refunds/Reimbursements to Campuses      | 9,128                |
| <b>Total</b>          |   | <b>15,621,565</b>    |

**PROGRAM DESCRIPTION:**

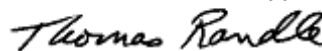
The report above represents all expenditures made during the month of January 2014. The detailed check information is available upon request.

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 JANUARY 31, 2014**

| <b>CASH RECEIPTS</b>               | <b>AMENDED<br/>BUDGET</b> | <b>ACTUAL</b>         | <b>BUDGET<br/>VARIANCE</b> | <b>PERCENT<br/>ACTUAL/<br/>BUDGET</b> |
|------------------------------------|---------------------------|-----------------------|----------------------------|---------------------------------------|
| 5700-LOCAL REVENUES                | 113,575,034.00            | 98,235,958.00         | (15,339,076.00)            | 86.5%                                 |
| 5800-STATE PROGRAM REVENUES        | 82,693,545.00             | 55,167,208.00         | (27,526,337.00)            | 66.7%                                 |
| 5900-FEDERAL PROGRAM REVENUES      | 2,070,000.00              | 1,105,426.00          | (964,574.00)               | 53.4%                                 |
| <b>TOTAL- REVENUES</b>             | <b>198,338,579.00</b>     | <b>154,508,592.00</b> | <b>(43,829,987.00)</b>     | <b>77.9%</b>                          |
| <b>EXPENDITURES</b>                |                           |                       |                            |                                       |
| 6100-PAYROLL COSTS                 | 163,759,128.00            | 64,536,396.00         | 99,222,732.00              | 39.4%                                 |
| 6200-PROFESSIONAL/CONTRACTED SVCS. | 14,263,141.00             | 3,946,042.00          | 10,317,099.00              | 27.7%                                 |
| 6300-SUPPLIES AND MATERIALS        | 9,284,273.00              | 3,139,602.00          | 6,144,671.00               | 33.8%                                 |
| 6400-OTHER OPERATING EXPENDITURES  | 9,060,283.00              | 3,406,013.00          | 5,654,270.00               | 37.6%                                 |
| 6600-CAPITAL OUTLAY                | 622,615.00                | 215,125.00            | 407,490.00                 | 0.0%                                  |
| <b>TOTAL-EXPENDITURES</b>          | <b>196,989,440.00</b>     | <b>75,243,178.00</b>  | <b>121,746,262.00</b>      | <b>38.2%</b>                          |

**Lamar CISD  
Local Investment Pools  
as of January 31, 2014**

| <b>ACCOUNT NAME</b>  | <b>BEGINNING<br/>BALANCE</b> | <b>TOTAL<br/>DEPOSIT</b> | <b>TOTAL<br/>WITHDRAWAL</b> | <b>TOTAL<br/>INTEREST</b> | <b>MONTH END<br/>BALANCE</b> |
|--|------------------------------|--------------------------|-----------------------------|---------------------------|------------------------------|
| <b>TexPool accounts are as follows:</b>                    |                              |                          |                             |                           |                              |
| Food Service   | 2,746,517.41                 | 0.00                     | 0.00                        | 63.73                     | 2,746,581.14                 |
| General Account  | 40,271,981.72                | 0.00                     | 11,572,876.17               | 858.19                    | 28,699,963.74                |
| Capital Projects Series 2004                               | 8.51                         | 0.00                     | 0.00                        | 0.00                      | 8.51                         |
| Health Insurance   | 2,630,453.89                 | 789,916.67               | 1,650,000.00                | 59.07                     | 1,770,429.63                 |
| Debt Service Series 2004                                   | 38,733.92                    | 0.00                     | 0.00                        | 0.93                      | 38,734.85                    |
| Workmen's Comp   | 738,122.33                   | 32,959.50                | 40,000.00                   | 17.38                     | 731,099.21                   |
| Property Tax   | 48,316,454.75                | 69,081,954.87            | 0.00                        | 1,885.12                  | 117,400,294.74               |
| Vending Contract Sponsor                                   | 475,066.79                   | 0.00                     | 0.00                        | 11.00                     | 475,077.79                   |
| Deferred Compensation                                      | 2.55                         | 0.00                     | 0.00                        | 0.00                      | 2.55                         |
| Debt Service Series 2005                                   | 14,214.95                    | 0.00                     | 0.00                        | 0.31                      | 14,215.26                    |
| Debt Service Series 2007                                   | 680,409.01                   | 0.00                     | 0.00                        | 15.79                     | 680,424.80                   |
| Capital Projects Series 2005                               | 667,119.07                   | 0.00                     | 0.00                        | 15.49                     | 667,134.56                   |
| Student Activity Funds                                     | 52,834.89                    | 0.00                     | 0.00                        | 1.44                      | 52,836.33                    |
| Taylor Ray Donation Account                                | 9,980.98                     | 0.00                     | 0.00                        | 0.31                      | 9,981.29                     |
| Capital Projects Series 2007                               | 3.63                         | 0.00                     | 0.00                        | 0.00                      | 3.63                         |
| Common Threads Donation                                    | 53,199.30                    | 0.00                     | 0.00                        | 1.26                      | 53,200.56                    |
| Debt Service Series 2008                                   | 10,727.10                    | 0.00                     | 0.00                        | 0.31                      | 10,727.41                    |
| Powell Point Series 2003                                   | 19,358.44                    | 0.00                     | 0.00                        | 0.45                      | 19,358.89                    |
| Capital Projects 2012A                                     | 22,038,621.94                | 0.00                     | 0.00                        | 511.37                    | 22,039,133.31                |
| Debt Service 2012A   | 6,934.12                     | 0.00                     | 0.00                        | 0.14                      | 6,934.26                     |
| Debt Service 2012B   | 2,339.39                     | 0.00                     | 0.00                        | 0.00                      | 2,339.39                     |
| <b>Lone Star Investment Pool Government Overnight Fund</b> |                              |                          |                             |                           |                              |
| Capital Projects Fund                                      | 5,016.97                     | 0.00                     | 0.00                        | 0.12                      | 5,017.09                     |
| Workers' Comp  | 720,291.77                   | 0.00                     | 0.00                        | 17.59                     | 720,309.36                   |
| Property Tax Fund  | 32,134.41                    | 0.00                     | 0.00                        | 0.78                      | 32,135.19                    |
| General Fund   | 2,585,848.76                 | 0.00                     | 0.00                        | 63.15                     | 2,585,911.91                 |
| Food Service Fund  | 90,419.64                    | 0.00                     | 0.00                        | 2.21                      | 90,421.85                    |
| Debt Service Series 1996                                   | 0.01                         | 0.00                     | 0.00                        | 0.00                      | 0.01                         |
| Capital Project Series 1998                                | 700.09                       | 0.00                     | 0.00                        | 0.02                      | 700.11                       |
| Debt Service Series 1990                                   | 0.04                         | 0.00                     | 0.00                        | 0.00                      | 0.04                         |
| Debt Service Series 1999                                   | 2.43                         | 0.00                     | 0.00                        | 0.00                      | 2.43                         |
| Capital Project Series 1999                                | 0.01                         | 0.00                     | 0.00                        | 0.00                      | 0.01                         |
| Capital Projects 2007                                      | 383.75                       | 0.00                     | 0.00                        | 0.01                      | 383.76                       |
| Capital Projects 2008                                      | 36,812.76                    | 0.00                     | 0.00                        | 0.90                      | 36,813.66                    |
| Capital Projects 2012A                                     | 22,040,049.79                | 0.00                     | 0.00                        | 538.28                    | 22,040,588.07                |
| <b>MBIA Texas CLASS Fund</b>                               |                              |                          |                             |                           |                              |
| General Account  | 15,328,988.63                | 0.00                     | 0.00                        | 1,239.41                  | 15,330,228.04                |
| Capital Project Series 1998                                | 904.48                       | 0.00                     | 0.00                        | 0.04                      | 904.52                       |
| 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                              | 11,034,936.95                | 0.00                     | 0.00                        | 892.22                    | 11,035,829.17                |
| <b>TEXSTAR</b>   |                              |                          |                             |                           |                              |
| Capital Projects Series 2007                               | 742.61                       | 0.00                     | 0.00                        | 0.00                      | 742.61                       |
| Debt Service Series 2008                                   | 1,508,815.16                 | 0.00                     | 0.00                        | 38.86                     | 1,508,854.02                 |
| Capital Projects Series 2008                               | 4,641,553.52                 | 0.00                     | 39,747.27                   | 118.94                    | 4,601,925.19                 |
| Debt Service Series 2012A                                  | 1,934,336.51                 | 0.00                     | 0.00                        | 49.82                     | 1,934,386.33                 |
| Debt Service Series 2012B                                  | 4,771.08                     | 0.00                     | 0.00                        | 0.05                      | 4,771.13                     |
| Capital Projects Series 2012A                              | 12.21                        | 0.00                     | 0.00                        | 0.00                      | 12.21                        |
| Debt Service 2013  | 65,256.54                    | 0.00                     | 0.00                        | 1.67                      | 65,258.21                    |
| <b>TEXAS TERM/DAILY Fund</b>                               |                              |                          |                             |                           |                              |
| Capital Projects Series 2007                               | ,003,822.73                  | 0.00                     | 0.00                        | 33.13                     | 1,003,855.86                 |
| Capital Projects Series 2008                               | 140.58                       | 0.00                     | 0.00                        | 0.00                      | 140.58                       |
| Capital Projects Series 2012A                              | 5,133,899.00                 | 0.00                     | 166,580.65                  | 169.28                    | 4,967,487.63                 |

| <b>ACCOUNT TYPE</b>                       | <b>AVG. RATE<br/>OF RETURN</b> | <b>CURRENT MONTH<br/>EARNINGS</b> |
|---|--------------------------------|-----------------------------------|
| <b>TEXPOOL ACCOUNT INTEREST</b>           | <b>0.03</b>                    | <b>\$3,442.29</b>                 |
| <b>LONE STAR ACCOUNT INTEREST</b>         | <b>0.03</b>                    | <b>\$623.06</b>                   |
| <b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>  | <b>0.10</b>                    | <b>\$2,131.67</b>                 |
| <b>TEXSTAR ACCOUNT INTEREST</b>           | <b>0.03</b>                    | <b>\$209.34</b>                   |
| <b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>  | <b>0.04</b>                    | <b>\$202.41</b>                   |
| <b>TOTAL CURRENT MONTH EARNINGS</b>       |                                | <b>\$6,608.77</b>                 |
| <b>EARNINGS 9-01-13 THRU 12-31-13</b>     |                                | <b>\$29,309.83</b>                |
| <b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b> |                                | <b>\$35,918.60</b>                |

## 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

Navarro Middle School is requesting a budget change to pay for wireless services. Per TEA Resource Guide, utility expenditures should be coded to function 51.

|        |                                |            |
|--------|--------------------------------|------------|
| 199-23 | School Leadership              | (1,000.00) |
| 199-51 | Plant Maintenance & Operations | 1,000.00   |

**ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX  
SCHOOLHOUSE BONDS, SERIES 2014A IN ACCORDANCE WITH SPECIFIED  
PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO, AND  
ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS,  
SERIES 2014B IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND  
ENACTING OTHER PROVISIONS RELATING THERETO**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A and the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B.

**IMPACT/RATIONALE:**

The voters of Lamar Consolidated Independent School District authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. In 2012, the District sold its first installment of the Bonds that totaled \$110,000,000. Based on the requirements of the project schedule and due to historically low interest rates, administration and the District's financial advisor recommend selling the remaining authorization of \$139,159,215. The Bonds will be sold with a portion as traditional fixed rate bonds and a portion as variable rate soft put bonds. The variable rate soft put bonds will provide the District with a low initial rate and the flexibility to pay off bonds, thereby providing additional capacity, when it is merited. Attached is a schedule of events surrounding the sale and delivery of the bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the net effective interest rate during the Initial Rate Period(s) shall not exceed 2%;
- the aggregate principal amount of and net premium on the Series 2014A Bonds shall not exceed \$90,000,000;
- no bond shall mature more than 40 years from the date of issuance of the Series 2014A Bonds;
- the Stepped Rate shall not exceed 9%.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the price to be paid for the Series 2014B Bonds shall not be less than 90% of their principal amount;
- the Series 2014B Bonds shall not bear a true interest cost rate greater than 5%;
- the aggregate principal amount of the Series 2014B Bonds shall not exceed \$49,155,000;
- no bond shall mature more than 40 years from the date of issuance of the Series 2014B Bonds.

A copy of the entire Preliminary Official Statement (prospectus) is included under separate cover. Mr. Terrell Palmer (First Southwest Company), Mr. Jonathan Frels (Bracewell & Giuliani LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approves the Order authorizing the sale of new bonds. For the initial sale of bonds in 2012, the Board of Trustees approved an underwriting team. This team will remain in place for these transactions. The underwriting team has the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The underwriting team for this sale will include BOSC Inc., Raymond James, Wells Fargo Securities, RBC Capital Markets, LLC, Southwest Securities, Inc., and Piper Jaffray & Co.. The District's financial advisory firm, First Southwest Company, will assist the District with this sale of schoolhouse bonds.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



ORDER  
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS  
SERIES 2014A

Adopted: February 20, 2014

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ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the voters of the Lamar Consolidated Independent School District (the “District”) have approved schoolhouse bonds voted pursuant to the Constitution and the laws of the state of Texas, including particularly Chapter 45 of the Texas Education Code, as amended, (“Chapter 45”) at an election held within the District on November 8, 2011 (the “Election”); and

WHEREAS, at said Election, the voters authorized the amount of schoolhouse bonds set forth below in the following schedule;

| <u>Election</u>  | <u>Amount Voted</u> | <u>Amount Previously Issued</u> | <u>Authorized but Unissued Balance</u> |
|------------------|---------------------|---------------------------------|--|
| November 8, 2011 | \$249,159,215       | \$110,000,000                   | \$139,159,215                          |

WHEREAS the Board of Trustees (the “Board”) of the District does hereby determine that the schoolhouse bonds in an amount not to exceed \$90,000,000, including any premium charged against voted authority, should be issued as an installment of the \$249,159,215 schoolhouse bonds voted at the Election; and

WHEREAS, the actual amount issued from the Election pursuant to this Order and the balance that remains after the issuance of the schoolhouse bonds authorized in this Order will be indicated in the Officer’s Pricing Certificate (as defined herein); and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such bonds for the construction, acquisition and equipment of school buildings in the District, for the construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and to pay the costs of issuing the schoolhouse bonds at this time; and

WHEREAS, the schoolhouse bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds from time-to-time to the Pricing Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

**ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Authorized Denominations” shall mean (a) with respect to Bonds bearing interest at the Initial Rate, \$5,000 and integral multiples thereof; (b) with respect to Bonds bearing interest at a Variable Rate or a Flexible Rate, \$100,000 and any integral multiple of \$5,000 in excess thereof (provided, however, at the District’s sole discretion, Bonds bearing interest at a Term Rate may be issued in denominations of \$5,000 or any integral multiple thereof); and (c) with respect to Bonds bearing interest at a Fixed Rate, \$5,000 and integral multiples thereof.

“Bank” shall mean the provider (one or more) from time to time of any Liquidity Facility relating to the Bonds or any subseries thereof. There shall initially be no Bank.

“Bank Rate” shall have the meaning given such term in a Liquidity Agreement at any one time in effect.

“Board” shall mean the Board of Trustees of the District.

“Bonds” shall mean the “Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A” or any subseries thereof, as the context requires, authorized for issuance pursuant to the terms of this Order and as further described in the Officer’s Pricing Certificate.

“Book-Entry System” shall mean the system maintained by the Securities Depository described in Section 2.07 and 2.09.

“Business Day” shall mean any day other than a Saturday, Sunday, legal holiday or any other day when banking institutions in New York, New York, or Houston, Texas are authorized or obligated by law or executive order to close or a day when the New York Stock Exchange is closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issuance Date, including applicable regulations, published rulings, and court decisions.

“Conversion Date” shall mean: (a) with respect to Bonds converted to the Fixed Rate Period, the Fixed Rate Conversion Date; (b) with respect to Bonds converted to a particular type of Variable Rate Period, the Weekly Rate Conversion Date, the Monthly Rate Conversion Date, the Quarterly Rate Conversion Date, the Semiannual Rate Conversion Date and the Term Rate Conversion Date, as applicable; and (c) with respect to Bonds converted to Flexible Rate Periods, the Flexible Rate Conversion Date.

“Costs of Liquidity Agreement” shall mean the obligations of the District to a Bank due or to become due under a Liquidity Agreement or under the Purchased Bonds.

“Date of Purchase” shall mean the date a Bank purchases any Bonds pursuant to a Liquidity Agreement.

“Dated Date” shall have the meaning set forth in the Officer’s Pricing Certificate.

“District” shall mean the Lamar Consolidated Independent School District, located in Fort Bend County, Texas.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” shall mean any event of default as defined in Section 11.01 of this Order.

“Excess Interest Funds” has the meaning assigned to such term in Section 5.04 of this Order.

“Federal Funds Rate” shall mean the rate determined by the Bank to be its cost of funding in the overnight interbank market in New York, New York. In the case of a Saturday, Sunday or legal holiday, the Federal Funds Rate shall be determined by the Bank based upon the rate applicable to the immediately preceding Business Day.

“Fitch” shall mean Fitch Ratings, and its successors and assigns.

“Fixed Rate” shall mean the per annum rate or rates of interest the Bonds shall bear during the Fixed Rate Period pursuant to Section 3.04.

“Fixed Rate Conversion Date” shall mean the date on which all or a portion of the Bonds begin to bear interest at the Fixed Rate pursuant to Section 3.04 of this Order.

“Fixed Rate Period” shall mean the period beginning on a Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Bonds, during which Bonds bear interest at one or more Fixed Rates.



“Flexible Rate” shall mean, with respect to any particular Bond, the interest rate determined for each Flexible Rate Period applicable thereto pursuant to Section 3.03.

“Flexible Rate Conversion Date” shall mean the date on which the Bonds first begin to bear interest at Flexible Rates pursuant to Section 3.03(b).

“Flexible Rate Period” shall mean each period (not less than 7 calendar days and not exceeding 270 calendar days) during which a Bond bears interest at a Flexible Rate.

“Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

“Highest Lawful Rate” shall mean with respect to the Bonds, the lesser of (a) 15% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Section 1204.006, Texas Government Code, as amended, or any successor statute.

“Initial Bond” shall mean the initial Bond (one or more) authorized by Section 2.04(d) of this Order.

“Initial Rate” shall mean the initial interest rate or rates the Bonds shall bear for the Initial Rate Period. The Initial Rate(s) shall be set forth in the Officer’s Pricing Certificate.

“Initial Rate Period” shall mean the period (or periods) commencing on the Issuance Date and ending on the date (or dates) specified in the Officer’s Pricing Certificate.

“Interest and Sinking Fund” shall mean the interest and sinking fund established by Section 2.14 of this Order.

“Interest Payment Date” shall mean, unless otherwise provided in the Officer’s Pricing Certificate: (a) with respect to Bonds bearing interest at the Initial Rate, August 15, 2014, and each February 15 and August 15 thereafter during the Initial Rate Period, (b) with respect to Bonds bearing interest at the Weekly Rate or Monthly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date or Monthly Rate Conversion Date, respectively; (c) with respect to Bonds bearing interest at the Quarterly Rate, the first Business Day of the third calendar month following the month in which the Quarterly Rate Conversion Date occurs and the first Business Day of each third calendar month thereafter; (d) with respect to Bonds bearing interest at the Term Rate each February 15 and August 15, beginning on the first such date occurring after the Term Rate Conversion Date; (e) with respect to Bonds bearing interest at the Semiannual Rate, the first day of the sixth calendar month following the month in which the Semiannual Conversion Date occurs and the first day of each sixth month thereafter; (f) with respect to Bonds bearing interest at the Fixed Rate, each February 15 and August 15, beginning on the first such date occurring

after the Fixed Rate Conversion Date; (g) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each Flexible Rate Period applicable thereto; (h) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, the first Business Day after the last day of the Flexible Rate Period applicable thereto and each February 15 and August 15 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date; (i) with respect to the Purchased Bonds, the respective dates set forth in a Liquidity Agreement, if any; (j) each mandatory tender date pursuant to Sections 4.05 and 4.06 of this Order; and (k) with respect to Bonds bearing interest in any Rate Period, the maturity date for the Bonds or scheduled mandatory sinking fund redemption dates for the Bonds subject to mandatory sinking fund redemption.

“Issuance Date” shall mean the date of the initial delivery of and payment for the Bonds.

“Liquidity Agreement” shall mean an agreement relating to a Liquidity Facility, from time to time in effect with respect to Bonds. There shall initially be no Liquidity Agreement.

“Liquidity Facility” shall mean a facility (one or more), delivered by a financial institution, providing liquidity for Bonds. The District shall not obtain a Liquidity Facility unless it first receives an Opinion of Bond Counsel.

“Maximum Rate” shall mean the rate set forth in the Officer’s Pricing Certificate but not greater than 9.00% unless increased by an order adopted by the Board; provided, that in no event may it exceed the Highest Lawful Rate. Regardless of such approval by the Board, no such higher rate of interest shall be effective unless and until (i) the District and the Bank amend any Liquidity Agreement accordingly, (ii) the District is able to demonstrate that the District has the projected ability to pay the principal and interest on the Bonds assuming such higher interest rate in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at such time, and (iii) the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel.

“Monthly Rate” shall mean the interest rate to be determined for the Bonds on a monthly basis during a Monthly Rate Period pursuant to Section 3.02(c).

“Monthly Rate Conversion Date” shall mean the day on which the Bonds first bear interest at a Monthly Rate pursuant to Section 3.02(g) or (h).

“Monthly Rate Period” shall mean each period during which the Bonds bear interest at a Monthly Rate.

“Moody’s” shall mean Moody’s Investors Services, Inc., and its successors and assigns.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Notice of Termination” shall mean receipt by the District of a notice from the Bank of an event of default under the applicable provisions of a Liquidity Agreement.

“Officer’s Pricing Certificate” shall mean a certificate signed by a Pricing Officer and containing the information regarding the Bonds substantially in the form of Exhibit A hereto or a certificate signed by a Pricing Officer in connection with the remarketing of or other change to the Bonds in accordance with the provisions of this Order.

“Opinion of Bond Counsel” shall mean an opinion of nationally recognized bond counsel, to the effect that either (a) the conversion of the interest rate on the Bonds in accordance with the terms of this Order, (b) the execution of a Liquidity Facility or a substitute Liquidity Facility, or (c) a change in the Maximum Rate, will not have an adverse effect on the exclusion from federal income tax of the interest on the Bonds and is in compliance with State law.

“Order” shall mean this order authorizing the issuance of the Bonds.

“Owner” or “Holder” shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register. The terms shall include any Bank that has purchased Bonds pursuant to a Liquidity Agreement.

“Outstanding” shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which money has been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds that have been refunded, discharged or defeased in accordance with applicable law.

“Paying Agent/Registrar” shall mean, initially The Bank of New York Mellon Trust Company, National Association, Houston, Texas, or any successor thereto as provided in this Order.

“Payment Fund” shall mean the fund described in Section 4.01(d)(ii) hereof.

“Pricing Officer” shall mean either the Superintendent of Schools or the Chief Financial Officer of the District.

“Purchase Contract” means one or more purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds.

“Purchase Price” shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase; provided, however, that accrued interest will not be taken into account in the computation of the Purchase Price with respect to the Bonds if the applicable date of purchase is an Interest Payment Date.

“Purchased Bonds” shall mean the Bonds purchased by the Bank pursuant to the terms of a Liquidity Agreement from and including the date as of which the Bonds are purchased by the Bank to, but not including, the earliest of (a) their repayment in full according to the terms of the Liquidity Agreement upon maturity or redemption or their satisfaction and discharge by other

means, (b) their remarketing by the Remarketing Agent pursuant to this Order and the Remarketing Agreement, or (c) their conversion to a Fixed Rate. Purchased Bonds may be separately defined in a Liquidity Agreement.

“Quarterly Rate” shall mean the interest rate to be determined for the Bonds on a quarterly basis pursuant to Section 3.02(d).

“Quarterly Rate Conversion Date” shall mean the date on which the Bonds first bear interest at a Quarterly Rate pursuant to Section 3.02(g) or (h).

“Quarterly Rate Period” shall mean the period during which the Bonds bear interest at a Quarterly Rate.

“Rate Determination Date” shall mean the date when the Remarketing Agent determines the rate of interest to be borne by the Bonds pursuant to Section 3.02(b), (c), (d), (e), or (f), as applicable.

“Rate Period” shall mean the period during which the Bonds bear interest at a Variable Rate, a Flexible Rate or a Fixed Rate pursuant to Article III.

“Rating Agency” shall mean Moody’s, S&P or Fitch or any other national credit rating agency then rating the Bonds.

“Record Date” shall mean, unless otherwise provided in the Officer’s Pricing Certificate: (i) with respect to Bonds bearing interest at a Weekly Rate, Monthly Rate, Quarterly Rate, or Flexible Rate, the close of business on the Business Day immediately preceding the Interest Payment Date and (ii) with respect to Bonds bearing interest at a Semiannual Rate, Initial Rate, Term Rate, or Fixed Rate the close of business on the first day of the month in which such Interest Payment Date occurs.

“Register” shall mean the Register specified in Section 2.06(a) of this Order.

“Remarketing Agent” shall mean the entity or entities identified as such in the Officer’s Pricing Certificate and any successors thereto.

“Remarketing Agreement” shall mean the Remarketing Agreement between the District and the Remarketing Agent pertaining to the Bonds, a substantial form of which is attached hereto as Exhibit C, or any similar agreement entered into from time to time with a successor Remarketing Agent.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“S&P” shall mean Standard and Poor’s Ratings Services, a Standard and Poor’s Financial Services LLC business, and its successors and assigns.

“SEC” shall mean the United States Securities and Exchange Commission.

“Semiannual Rate” shall mean the interest rate to be determined for the Bonds on a semiannual basis during a Semiannual Rate Period pursuant to Section 3.02(e).

“Semiannual Rate Conversion Date” shall mean the day on which the Bonds first bear interest at a Semiannual Rate pursuant to Section 3.02(g) or (h).

“Semiannual Rate Period” shall mean each period during which the Bonds bear interest at a Semiannual Rate.

“Special Record Date” has the meaning assigned to such term in Section 2.03(f) of this Order.

“Stated Expiration Date” shall mean, with respect to a Liquidity Agreement, the stated date of expiration specified in such agreement, (or if such day is not a Business Day, the Business Day next succeeding such day), as may be extended from time to time in accordance with the provisions of such Liquidity Agreement.

“Stepped Rate” shall mean the per annum rate of interest for the Bonds during the Stepped Rate Period(s) as specified in the Officer’s Pricing Certificate.

“Stepped Rate Period” shall mean the period of time commencing on the mandatory tender date described in Sections 4.03(g) and 4.08 and continuing through a subsequent remarketing or redemption of the Bonds.

“Tender Agent” shall mean, initially, The Bank of New York Mellon Trust Company, National Association, Houston, Texas, or any successor thereto.

“Tender Agent Agreement” shall mean the Tender Agent Agreement between the District and the Tender Agent pertaining to the Bonds, a substantial form of which is attached hereto as Exhibit D, or any similar agreement entered into from time to time with any successor Tender Agent.

“Term Rate” shall mean the interest rate to be determined for the Bonds and effective for a period of no less than twelve months during a Term Rate Period pursuant to Section 3.02(f) of this Order.

“Term Rate Conversion Date” shall mean the day the Bonds first bear interest at a Term Rate pursuant to Section 3.02(g) or (h) of this Order.

“Term Rate Period” shall mean each period during which the Bonds bear interest at a Term Rate.

“Unclaimed Payments” shall mean money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable, or money set aside for the payment of Bonds duly called for redemption prior to maturity, or money deposited with the Tender Agent for the payment of the Purchase Price of Bonds, which money is not claimed by the Owners of such Bonds.

“Undelivered Bonds” shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not in fact delivered.

“Underwriters” shall mean the initial purchasers of the Bonds identified in the Officer’s Pricing Certificate.

“Variable Rate” shall mean, as the context requires, the Initial Rate, the Weekly Rate, the Monthly Rate, the Quarterly Rate, the Semiannual Rate, or Term Rate applicable to the Bonds.

“Variable Rate Conversion Date” shall mean the day the Bonds first bear interest at a Variable Rate pursuant to Section 3.02(g) or (h).

“Variable Rate Period” shall mean each period during which the Bonds bear interest at a specific Variable Rate.

“Weekly Rate” shall mean the interest rate to be determined for the Bonds on a weekly basis during a Weekly Rate Period pursuant to Section 3.02(b).

“Weekly Rate Conversion Date” shall mean the day the Bonds first bear interest at a Weekly Rate pursuant to Section 3.02(g) or (h).

“Weekly Rate Period” shall mean the period during which the Bonds bear interest at a Weekly Rate.

Section 1.02. Table of Contents Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

**ARTICLE II**  
**AUTHORIZATION; GENERAL TERMS;**  
**TAX LAW; INTEREST AND SINKING FUND**

Section 2.01. Authorization.

(a) The Bonds, to be designated “Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A,” which may be issued in one or more tranches or subseries (to be determined in the Officer’s Pricing Certificate) are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. The Bonds shall be issued to provide funds for the construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and to pay the costs of issuing the Bonds.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, tranches or subseries, and carrying out the other procedures specified in this Order including, without limitation, determining the date on and price at which the Bonds will be sold, the Issuance Date and Dated Date, whether and how many tranches or subseries in which the Bonds may be issued and the appropriate distinguishing designation for each such tranche or subseries, the year(s) in which the Bonds will mature, the aggregate principal amount of the Bonds, the Initial Rate(s) for the Bonds, the length of the Initial Rate Period(s), the Stepped Rate, any optional and mandatory sinking fund redemption provisions, and all other matters not expressly provided in this Order relating to the issuance, sale and delivery of the Bonds, including without limitation, obtaining the Permanent School Fund Guarantee for the Bonds, selecting Underwriters, appointing a Remarketing Agent, and approving modifications to this Order provided that:

(i) the net effective interest rate during the Initial Rate Period(s) shall not exceed 2.00%;

(ii) the aggregate principal amount of and net premium on the Bonds shall not exceed \$90,000,000;

(iii) no bond shall mature more than 40 years from the date of issuance of the Bonds;

(iv) the Stepped Rate shall not exceed 9.00%; and

(v) the authority conferred by this Section in connection with the initial issuance of the Bonds shall expire one year from the date of this Order (the “Expiration Date”). Bonds sold pursuant to a Purchase Contract executed on or prior to the Expiration Date may be delivered after the Expiration Date.

Any finding by the Pricing Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, the Initial Bonds shall each be numbered I-1 and the definitive Bonds shall be numbered separately from R-1 upward in order of their authentication. The Bonds shall mature on the dates set forth in the Officer's Pricing Certificate, and accrued interest on the unpaid principal amount of the Bonds shall be payable on each Interest Payment Date.

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date. Interest on Bonds bearing interest at a Weekly Rate, Monthly Rate or Quarterly Rate or at a Flexible Rate will be calculated on the basis of a 365-day or 366-day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate or at a Term Rate, Semiannual Rate, or Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the applicable Bank Rate and shall be calculated and payable as provided in Section 3.05 of this Order.

Section 2.03. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(c) Other than as provided in Section 2.08 with respect to Bonds held in the Book-Entry System, principal and interest shall be paid (i) with respect to Bonds bearing interest at Flexible Rates or at a Weekly Rate, Monthly Rate or Quarterly Rate, by federal funds by wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, and otherwise by check dated the Interest Payment Date and mailed by first class mail, and (ii) with respect to Bonds bearing interest at the Initial Rate or at a Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner.

(d) The principal of each Bond shall be paid to the Owners on the due date, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.



(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof.

(f) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(g) Unclaimed Payments that remain unclaimed by the Owners for ninety (90) days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar or Tender Agent, as applicable, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar or Tender Agent, as applicable in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President or Vice President and Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except for the Initial Bonds, which need not be authenticated, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar.

(d) On the Issuance Date, one Initial Bond representing the entire principal amount of each series, subseries or tranche of the Bonds, payable to the Underwriters, or

their designee, executed by the manual or facsimile signature of the President or Vice President and Secretary of the Board, approved by the Attorney General of the State of Texas, and registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed thereto, will be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds through DTC in accordance with instructions received from the Underwriters or their designee. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.05. Ownership.

(a) The District, the Paying Agent/Registrar, the Tender Agent and any other person may treat the person whose name appears in the Register as the registered owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and none of the District, the Paying Agent/Registrar nor the Tender Agent shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.06. Registration, Transfer, and Exchange.

(a) While any Bonds remain Outstanding, the District shall cause the Paying Agent/Registrar to keep the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for

exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, as applicable, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(f) Following the Fixed Rate Conversion Date, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption prior to maturity, in whole or in part, within thirty (30) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 2.07. Book-Entry Only.

(a) The definitive Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to

(i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

(c) Except as provided in Section 2.09 of this Order, the District, the Tender Agent and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar and the Tender Agent shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

(d) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 2.08. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 2.09. Successor Securities Depository; Transfer Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 2.10. Variable Rate and Flexible Rate Bonds Held in Book-Entry System. This Section 2.10 shall apply with respect to tenders and purchases of Variable Rate and Flexible Rate Bonds held in the Book-Entry System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Variable Rate or Flexible Rate Bonds directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Variable Rate or Flexible Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the

Remarketing Agent is unable to successfully remarket tendered Variable Rate or Flexible Rate Bonds, and any portion of the Purchase Price shall have been paid pursuant to a Liquidity Agreement, then upon the Bank's purchase of such Variable Rate or Flexible Rate Bonds, such Purchased Bonds shall be transferred to the DTC Participant account of the Tender Agent for the benefit of the Bank as beneficial owner of such Purchased Bonds; provided, however, that in the event of a failed remarketing of the type specified in Sections 4.03(g) or 4.08 no change in the beneficial owner of the Bonds shall occur. Pursuant to the Remarketing Agreement, the Remarketing Agent shall continue its attempts to remarket the Purchased Bonds or Bonds that are the subject of a failed remarketing as described in Sections 4.03(g) or 4.08.

Section 2.11. Cancellation. All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall destroy such canceled Bonds and periodically furnish the District with certificates of destruction of such Bonds.

Section 2.12. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District or the Paying Agent/Registrar.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) If any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the District, in its discretion, instead of issuing a replacement Bond, may authorize the Paying Agent/Registrar to pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

#### Section 2.13. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Costs of Liquidity Agreement, if any, are due or the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District at a rate sufficient, without limit as to rate or amount, to pay the principal of and interest on the Bonds when due and payable and the Costs of Liquidity Agreement, if any, incurred in connection with the Bonds when due and payable, full allowance being made for delinquencies and costs of collection, using the following guidelines: (i) if the interest rate on the Bonds for all or a portion of the period for which taxes are then being assessed is not then known, and only if no "Event of Default" (as defined in the Liquidity Agreement, if any) has occurred, for the period that the interest rate on the Bonds is not known, using an interest rate on the Bonds equal to the rate prescribed in a then-effective Liquidity Facility, if any, to apply during such time or, if no Liquidity Facility is in effect, using the Maximum Rate, and (ii) using the actual interest rate on the Bonds for the period that the actual interest rate on the Bonds is known. If an "Event of Default" (as defined in the Liquidity Agreement, if any) has occurred, the District will assume that the interest rate on the Bonds is the Highest Lawful Rate.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds

and the Costs of Liquidity Agreement, if any, and other costs related to the Bonds when and as due and payable in accordance with their terms and this Order.

(d) To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(e) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Interest and Sinking Fund when it sets its debt service tax rate each year.

Section 2.14. Interest and Sinking Fund.

(a) The District hereby establishes a special fund(s) or account(s), to be designated the “Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A Interest and Sinking Fund,” (or as otherwise designated in the Officer’s Pricing Certificate) (the “Interest and Sinking Fund”) said fund(s) to be kept at an official depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable and the Costs of the Liquidity Agreement, if any, incurred in connection with the Bonds in accordance with their terms and this Order.

**ARTICLE III  
INTEREST RATES ON BONDS**

Section 3.01. Initial Interest Rates; Subsequent Interest Rates. The Bonds shall bear interest at the Initial Rate(s) for the Initial Rate Period(s). On the mandatory tender dates set forth in the Officer’s Pricing Certificate, at the end of the Initial Rate Period, the Bonds shall, as further set forth in Section 4.08, be subject to mandatory tender, without right of retention by the Owners; provided, however, that, as further described in Section 4.08, a failure of the Remarketing Agent to remarket the Bonds on and subsequent to such mandatory tender date shall result in the holders of the Bonds retaining such Bonds until the same are remarketed or redeemed pursuant to the applicable provisions of this Order. After the Initial Rate Period, without any further action from the District, the Bonds shall bear interest at the Term Rate determined in accordance with the provisions of Section 3.02(f) for a Term Rate Period of two years in duration, unless a different Rate Period (which includes a shorter or a longer Term Rate Period) is specified pursuant to written direction by the Pricing Officer, until the Bonds mature

or are converted to a different Rate Period as provided herein. Additionally, at the option of the District, instead of automatically converting to a Term Rate Period of two years in duration, the Bonds may be converted to a different Variable Rate Period, Flexible Rate Period, or to a Fixed Rate Period pursuant to Sections 3.02, 3.03 or 3.04, respectively. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket the Bonds on the mandatory tender date at the end of the Initial Rate Period, resulting in the holders thereof retaining such Bonds subsequent to the end of the Initial Rate Period, those Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period. As further provided in Section 3.02(g)(v), no Opinion of Bond Counsel is required prior to conversion from the Initial Rate Period to a Term Rate Period of longer than one year in duration.

Section 3.02. Variable Rates; Conversions to Variable Rate Periods. At the option of the District and pursuant to an order of the Board (or written determination of a Pricing Officer if expressly authorized herein), Bonds bearing interest at a Variable Rate, Flexible Rate or Stepped Rate may be converted to a Variable Rate Period or between Variable Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between or to Variable Rate Periods, the Variable Rate to be applicable to Bonds during any Variable Rate Period shall be determined by the Remarketing Agent; provided that at no time may any Variable Rate exceed the Maximum Rate. The Remarketing Agent shall determine the Variable Rate in accordance with this Section 3.02 on the Rate Determination Date, and all Bonds being remarketed at the time (other than Bonds bearing interest at the Stepped Rate and Purchased Bonds) shall be remarketed in the same Variable Rate mode. The Variable Rate so determined shall become effective on the first day of such Rate Period.

(i) In each case, the Variable Rate for the Variable Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b), (c), (d), (e), or (f) below, as is applicable.

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date, provided that: (A) if the Remarketing Agent fails for any reason to determine or notify the Tender Agent or the Paying Agent/Registrar of the Variable Rate for any Variable Rate Period when required hereunder, the Variable Rate for such period shall be deemed to be determined as the Variable Rate then in effect until the Remarketing Agent determines a new Variable Rate and notifies the Tender Agent and the Paying Agent/Registrar of such rate in accordance with the provisions of this Order; (B) in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate; and (C) the Variable Rate shall not cause such Bonds to exceed the Purchase Price.



(iii) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, any Bank, and the Owners of the Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required herein or for failure of any Owners to receive such notice.

(b) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall (A) commence on Thursday of each week and end on Wednesday of the following week; except that in the case of a conversion to a Weekly Rate Period from a different Variable Rate Period or Flexible Rate Period, the initial Weekly Rate Period shall commence on the date described in subsection (g)(i) below with respect to conversions from a different Variable Rate Period and the date described in subsection (h)(i) below with respect to conversions from Flexible Rate Periods, and (B) end on Wednesday of the following week.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such Weekly Rate Period and shall remain in effect through and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent by 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day prior to the commencement date of the Weekly Rate Period to which it relates, and each such Weekly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Paying Agent/Registrar by first class mail to each Owner by monthly statement within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate is to be paid. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Weekly Rate in effect from time to time.

(c) Monthly Rates. A Monthly Rate shall be determined for each Monthly Rate Period as follows:

(i) Monthly Rate Periods shall (A) commence on the first Business Day of each calendar month, except that in the case of a conversion to a Monthly Rate Period from a different Variable Rate Period or from a Flexible Rate Period, the initial Monthly Rate shall commence on the date described in subsection (g)(i) below with respect to conversions from a different Variable Rate Period and the date described in subsection (h)(i) below with respect to conversions from

Flexible Rate Periods, and (B) end on the last day prior to the first Business Day of the following month.

(ii) The Monthly Rate for each Monthly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Monthly Rate shall be determined by the Remarketing Agent no later than 12:00 p.m., New York City time on the Rate Determination Date which shall be the Business Day immediately preceding the commencement date of such Monthly Rate Period, and each such Monthly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of a Monthly Rate shall be given by the Paying Agent/Registrar by first-class mail to each Owner promptly after such Monthly Rate is determined.

(d) Quarterly Rates. A Quarterly Rate shall be determined for each Quarterly Rate Period as follows:

(i) Quarterly Rate Periods shall (A) commence initially on a Quarterly Rate Conversion Date and on the first Business Day of each third calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Quarterly Rate Period or (ii) the Conversion Date on which a different type of Rate Period shall become effective.

(ii) The Quarterly Rate for each Quarterly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last date thereof. Each such Quarterly Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each Quarterly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of a Quarterly Rate shall be given by the Paying Agent/Registrar by first class mail to each Owner promptly after such Quarterly Rate is determined.

(e) Semiannual Rates. A Semiannual Rate shall be determined for each Semiannual Rate Period as follows:

(i) Semiannual Rate Periods shall (A) commence initially on the Semiannual Rate Conversion Date and on the first day of each sixth calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Semiannual Rate Period or (ii) the Conversion Date on which a different type of Rate Period shall become effective.

(ii) The Semiannual Rate for each Semiannual Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Semiannual Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each such Semiannual Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of a Semiannual Rate shall be given by the Paying Agent/Registrar by first class mail to each Owner promptly after such Semiannual Rate is determined.

(f) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall be periods of at least twelve months in duration and shall (A) commence initially on the Term Rate Conversion Date and thereafter on the fifteenth day of a calendar month which is at least twelve (12) calendar months after the end of the prior Term Rate Period corresponding to the length of the Term Rate Period selected by the District; and (B) end on the last day preceding either (i) the commencement date of the following Term Rate Period or (ii) the Conversion Date on which a different Rate Period shall become effective; provided, however, that, if the District elects to obtain a Liquidity Facility for the Bonds in connection with such Term Rate Period, the Bonds cannot be converted to a Term Rate Period unless the stated expiration date of a Liquidity Agreement, if any, will be a day five days or more after the last day of the Term Rate Period.

(ii) While Bonds are bearing interest at a Term Rate and prior to the commencement of a subsequent Term Rate Period, a Pricing Officer (without obtaining an order of the Board) may change the duration of such subsequent Term Rate Period to a different duration. The District shall give written notice of any such change to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank in accordance with Section 3.02(g).

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Term Rate Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iv) Notice of each Term Rate shall be given by the Paying Agent/Registrar by first class mail to each Owner promptly after such Term Rate is determined.

(v) If, at the expiration of the then-applicable Term Rate Period, there does not exist a Liquidity Facility providing liquidity support for Bonds then-Outstanding and there occurs a failed remarketing of the type described in Section 4.03(g) hereto, such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(g) Conversions between Variable Rate Periods. At the option of the District, the Bonds may be converted from one Variable Rate Period to another. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, if required pursuant to Section 3.02(g)(v), to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to Section 3.02(g)(ii). The conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate Period to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that if the conversion is from a Term Rate Period to a different Variable Rate Period, the Conversion Date shall be limited to an Interest Payment Date on which the next Term Rate Period would otherwise have commenced pursuant to Section 3.02(f) above. Conversions from a Stepped Rate Period may occur on any date during the Stepped Rate Period.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent and the Bank (if any) not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period, or to a new Term Rate Period of a different duration if the current Rate Period is a Term Rate Period, the duration of such Term Rate Period.

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or other customary method) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(g)(ii) above;

(B) set forth the dates by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Variable Rate for the Variable Rate Period commencing on the Conversion Date pursuant to Section 3.02(g)(iv) below; and

(C) set forth the matters required to be stated pursuant to Section 4.03(d).

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b), (c), (d), (e) or (f) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section 3.02 meeting the criteria set forth below shall be subject to the condition that, on or before five (5) days prior to the date the Paying Agent/Registrar is required to give notice of the date of such conversion (or such other date as may be otherwise provided herein), the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel. The conversions pursuant to this Section 3.02 that are subject to the foregoing condition include any conversion:

(A) from a Flexible Rate Period, Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period to a Term Rate Period of longer than one year in duration;

(B) from a Term Rate Period of one year in duration to a Term Rate Period of longer than one year in duration;

(C) from a Term Rate Period of longer than one year in duration to a Term Rate Period of one year in duration; or

(D) from a Term Rate Period of longer than one year in duration to a Flexible Rate Period, Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period.

If such Opinion of Bond Counsel is required pursuant to this Section 3.02(g)(v) and is not delivered, the conversion shall not occur and the Bonds shall not be converted but shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein. For the avoidance of doubt, no Opinion of Bond Counsel is required when converting from the Initial Rate Period to a Term Rate Period of longer than one year in duration.

(h) Conversions to Variable Rate Period from Flexible Rate Period. At the option of the District, the Bonds may be converted from a Flexible Rate Period to a Variable Rate Period. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, if required pursuant to Section 3.02(g)(v), to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to subparagraph 3.02(h)(ii). The conversion shall be accomplished as follows:

(i) The Conversion Date shall be both (A) the first Business Day of a calendar month, and (B) the last Interest Payment Date on which interest is

payable for any Flexible Rate Periods theretofore established for the Bonds to be converted pursuant to Section 3.03.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent and the Bank not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period, the duration of such Term Rate Period.

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established in accordance with the applicable subsection of Section 3.02, and notice of such conversion shall be given to the Owners in the same manner as is provided for conversions from one Variable Rate Period to another pursuant to Section 3.02(g)(iii) above.

(iv) Notwithstanding the foregoing, however, no conversion shall be effected pursuant to this Section 3.02(h) unless, (1) prior to the date on which notice is required to be given pursuant to Section 3.02(h)(ii), the Paying Agent/Registrar shall have received written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Period extending beyond the proposed Conversion Date and, (2) if required by Section 3.02(g)(v), the Opinion of Bond Counsel shall be delivered prior to the Conversion Date. If such written confirmation or such Opinion of Bond Counsel (if applicable) is not delivered by the time required, the conversion shall not occur and the Bonds shall remain in the Flexible Rate Period.

Section 3.03. Flexible Rates; Conversions to Flexible Rate Periods.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows:

(i) The Flexible Rate Period for the Bonds shall be of such duration, not less than 7 days and not exceeding 270 days, as may be offered by the Remarketing Agent pursuant to Section 4.02 or 4.03 and the Bonds may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bonds; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date), and (B) end on a day which is a Business Day not less than five (5) days prior to the expiration date of any Liquidity Agreement providing coverage for the Flexible Rate Period.

(ii) The Flexible Rate for each Flexible Rate Period shall be effective from and including the commencement date of such period to and including the last day thereof. Each such Flexible Rate shall be determined by the Remarketing Agent in connection with the sale of the Bond or Bonds to which it relates pursuant to Section 4.02 or 4.03. Flexible Rates shall be determined for the Bonds prior to the commencement of each Flexible Rate Period with respect to

such Bond by the Remarketing Agent in connection with the remarketing of the Bonds at a rate or rates which, in the judgment of the Remarketing Agent, would cause such Bond to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions, provided, however, that such Flexible Rate shall not cause the Bonds to exceed the Purchase Price and shall never exceed the Maximum Rate.

(b) Conversions to Flexible Rate Periods. At the option of the District and pursuant to an Order of the Board, the Bonds may be converted from a Variable Rate Period to Flexible Rate Periods; provided, however, that the stated expiration date of a Liquidity Agreement entered into in connection with such conversion will be a day at least five (5) days after the last day of each Flexible Rate Period, the Liquidity Agreement will provide an interest payment commitment as necessary to accommodate the number of days of each Flexible Rate Period, and notice of such conversion will be provided to the Rating Agency not less than 30 days prior to the Conversion Date. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, if required pursuant to Section 3.02(g)(v), to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to Section 3.03(b)(ii). The conversion shall be accomplished as follows:

(i) In any such case, the Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that in the case of a conversion from a Term Rate Period, the Conversion Date shall be an Interest Payment Date on which the next Term Rate Period would otherwise have commenced pursuant to Section 3.02(f).

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent and the Bank, if any, in the manner and at the times prescribed by Sections 3.02(g)(ii).

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or other customary means) a written notice of the conversion to the Owners of the Bonds, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 4.03(d) with respect to purchases of Bonds governed by such Section.

(iv) Any conversion at the direction of the District pursuant to this Section 3.03(b) shall be subject to the condition, if required by Section 3.02(g)(v), that on or before the date of such conversion, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel. If such Opinion of Bond Counsel is required and not delivered, the conversion shall not occur and the Bonds shall remain in the same Rate Period.

Section 3.04. Fixed Rate Conversion at Option of the District. At the option of the District, and pursuant to an order of the Board, Bonds bearing interest at a Variable Rate

(including the Initial Rate) or a Flexible Rate may be converted in whole or in part to a Fixed Rate Period to their maturity or prior redemption. In the event of a partial conversion pursuant to this Section, the Paying Agent/Registrar shall select the Bonds to be converted to a Fixed Rate Period in order to effectuate a pro rata allocation of the mandatory redemption schedule as set forth in Section 5.03 hereof between the Bonds to be converted to a Fixed Rate Period and the Bonds remaining in a Variable Rate Period or Flexible Rate Period. Any such conversion shall be made as follows:

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made or an Interest Payment Date on which interest is payable for all Bonds during Flexible Rate Periods; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be limited to an Interest Payment Date on which the next Term Rate Period would otherwise have commenced pursuant to Section 3.02(f) hereof; provided, further, that the Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from the Initial Rate Period shall be on the scheduled date of the mandatory tender at the end of the Initial Rate Period as further described in Section 3.01 of this Order.

(b) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank, if any, not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Bonds to be converted.

(ii) Not less than thirty (30) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall mail (by first class mail) a written notice of the conversion to the Owners of all Bonds to be converted and to the Rating Agency, specifying the Fixed Rate Conversion Date and setting forth the matters required to be stated pursuant to Section 3.04(c).

(c) The notice of conversion described in Section 3.04(b)(ii) shall contain:

(i) the proposed Fixed Rate Conversion Date;

(ii) the dates by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Fixed Rate pursuant to Section 3.04(d) below;

(iii) the conditions to the conversion pursuant to Section 3.04(e) below;  
and

(iv) the matters required to be stated pursuant to Section 4.04(b).

(d) Not later than 12:00 p.m., New York City time, on the seventh (7th) Business Day prior to the Fixed Rate Conversion Date the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or



Rates for the Bonds which will cause the Bonds to have a market value (net of costs of issuance and remarketing fees) at least equal to the principal amount thereof (with the redemption dates and prices determined pursuant to Section 5.02(c) hereof), and make the Fixed Rate or Rates available to the Paying Agent/Registrar; provided, however, in no event shall the Bonds converted to a Fixed Rate Period bear interest at a rate exceeding the Maximum Rate. Such determination shall be conclusive and binding upon the District, the Paying Agent/Registrar and the Owners of the Bonds to which such Fixed Rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first class mail to the Tender Agent and the Bank, if any.

(e) Any conversion to a Fixed Rate pursuant to this Section 3.04 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.04.

If the foregoing conditions are not met for any reason, the conversion shall not be effective, and the Bonds shall continue to bear interest at the last effective Variable Rate or Flexible Rates, as applicable. The Paying Agent/Registrar shall promptly notify the Owners of such fact. For Bonds bearing interest at the Initial Rate or a Term Rate where no Liquidity Agreement is in effect, and the foregoing conditions are not met for any reason, the conversion shall not be effective and the Bonds shall bear interest at the Stepped Rate and the Bonds shall not be subject to mandatory tender as provided herein.

(f) At its option, the District also may determine the serial or term maturities, redemption provisions and other terms which shall be applicable to the pricing of the Bonds on and after the Fixed Rate Conversion Date. Such option may be exercisable only on a Fixed Rate Conversion Date. Serial maturities shall be determined by the District at the time of the conversion to a Fixed Rate. Following the Fixed Rate Conversion Date, the Bonds shall be subject to optional redemption in whole or in part on such dates as shall be determined at the time of the conversion. If the District so elects, the serial maturities or mandatory redemption provisions for the Bonds converted to a Fixed Rate Period shall be determined on the basis of providing similar relative principal and interest payments on such Bonds, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Bonds, if any, not then converted to a Fixed Rate). Also, if the District exercises its option to change the redemption provisions and the serial maturity dates, then on or before the Fixed Rate Conversion Date on which such option is exercised, the District shall, as a condition to the exercise of such option, deliver to the Paying Agent/Registrar an Opinion of Bond Counsel.

Section 3.05. Interest on Purchased Bonds.

(a) Purchased Bonds shall bear interest, for each day elapsed, from and including the date they become Purchased Bonds to and including the day preceding the date they cease to be Purchased Bonds, at the Bank Rate. If at any time or times the Bank Rate would exceed the Maximum Rate, the rate of interest to accrue on the unpaid principal balance of the Purchased Bonds during all such times shall be limited to the Maximum Rate; provided, however, that if at any time the Bank Rate shall exceed the Maximum Rate, then any subsequent reduction below the Maximum Rate in the Bank Rate to be paid hereunder will not effect a reduction in such rate below the Maximum Rate until the total amount of interest accrued equals the amount of interest which would have accrued if the Bank Rate (without giving effect to this Section 3.05) had at all times been in effect. The District shall pay such interest based on a certificate from the Bank stating the amount of interest to be paid.

(b) Interest on Purchased Bonds shall accrue at the Bank Rate calculated on the basis of 360-day year using the actual days elapsed and computed in accordance with the provisions of the Liquidity Agreement and shall be payable (i) on each Interest Payment Date and (ii) upon the remarketing or sale of each Purchased Bond pursuant to this Order, with the difference between the Bank Rate relating to the Purchased Bonds so remarketed or so sold, as the case may be, and the rate borne by the Bonds and payable to other Owners being an obligation of the District to the Bank with respect to the Purchased Bonds.

**ARTICLE IV  
TENDER AND PURCHASE OF BONDS**

Section 4.01. Optional Tenders During Variable Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, if any, the Owners of Bonds bearing interest at Variable Rates may elect to have their Bonds (or portions thereof in amounts equal to the lowest Authorized Denomination) purchased at the Purchase Price on the following purchase dates and upon the giving of the following written notice meeting the further requirements of subsection (b) below:

(i) Bonds bearing interest at Weekly Rates may be tendered for purchase at a price payable in immediately available funds on the following Thursday, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) calendar days prior to the purchase date stated in such notice.

(ii) Bonds bearing interest at Monthly Rates, Quarterly Rate or Semiannual Rate may be tendered for purchase on any Interest Payment Date for such Bonds at a price payable in immediately available funds upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York

City time, on a Business Day that is not less than seven (7) Business Days prior to the purchase date stated in such notice.

(iii) Reserved.

(iv) Bonds bearing interest at a Term Rate may be tendered for purchase on an Interest Payment Date on which the next Term Rate would otherwise have commenced pursuant to Section 3.02(f) for such Bonds at a price payable in immediately available funds upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) Business Days prior to the purchase date stated in such notice.

(v) Bonds bearing interest at (1) an Initial Rate or (2) a Stepped Rate, are not subject to optional tender.

(b) Notice of Optional Tender. Each notice of optional tender:

(i) shall be delivered to the Tender Agent at its designated office and be in form satisfactory to the Tender Agent;

(ii) shall state (A) the principal amount and the bond number (if not held in a book-entry-only system) of the Bond to which the notice relates, (B) that the Owner irrevocably demands purchase of such Bond or a specified portion thereof in an amount equal to an Authorized Denomination, (C) the date on which such Bond or portion thereof is to be purchased, and (D) payment instructions with respect to the Purchase Price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Bond (or the specified portion thereof) to which the notice relates on the purchase date to any purchaser selected by the Remarketing Agent, at a price equal to the principal amount of the Bond (or the specified portion thereof) plus any interest accrued thereon and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of such Bond (or the specified portion thereof) upon payment of such price to the Tender Agent on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent to effect the exchange of the Bond to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or the specified portion thereof), (D) an acknowledgment that such Owner will have no further rights with respect to such Bond (or the specified portion thereof) upon payment of the Purchase Price thereof to the Tender Agent on the purchase date, except for the right of such Owner to receive such Purchase Price upon surrender of such Bond to the Tender Agent, and (E) that after the purchase date such Owner will hold an undelivered Bond as agent for the Tender Agent.

The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Owner. The

Tender Agent may waive nonconforming tenders. The Tender Agent shall provide the Remarketing Agent with a copy of any such notice properly delivered to the Tender Agent.

(c) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds or portions thereof for which notice of tender has been received pursuant to Section 4.01(b) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price for tendered Bonds by the Remarketing Agent to the Tender Agent (in exchange for new registered Bonds) in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date. The Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(d) Purchase of Tendered Bonds.

(i) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, telegram, teletype, time-sharing terminal, telex, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone, telegram, teletype, facsimile transmission, or other similar communication to the Pricing Officer, the Bank and the Paying Agent/Registrar specifying the principal amount of tendered Bonds as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of the tendered Bonds, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and taxpayer identification numbers of the purchaser, the Authorized Denominations of the Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) Sources of Payment. At or before 10:30 a.m., New York City time on the date fixed for purchase of the tendered Bonds, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the "Lamar Consolidated Independent School District Remarketing Proceeds Payment Fund, Series 2014A" (the "Payment Fund"), all amounts representing proceeds of the remarketing of such Bonds, such payments to be made in the manner and at the time specified in Section 4.01(c) above. If such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify the Bank and the

Pricing Officer of any deficiency no later than 11:00 a.m., New York City time, on such date in the form required pursuant to the Liquidity Agreement; provided, however, in the event the date of purchase of the tendered Bonds is an Interest Payment Date, payment of the accrued interest portion of the Purchase Price for the tendered Bonds shall be the sole responsibility of the District and the Bank shall have no liability for such interest portion of the Purchase Price of the tendered Bonds to the Owners thereof. The Bank and the District (if the District is obligated to pay the interest portion of the Purchase Price) shall deliver to the Tender Agent immediately available funds in an amount at least equal to its portion of the Purchase Price agreed to be paid on the tender date of such unremarketed tendered Bonds prior to 1:30 p.m., New York City time, on the date set for purchase of such tendered Bonds. All money received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the Bank and the District to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Payment Fund to be used solely for the payment of the Purchase Price of such tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested; if any such money representing amounts received from the Bank exceed the amount required to pay the Purchase Price of tendered Bonds, such excess shall be paid back to the Bank. On the Date of Purchase, the District shall reimburse the Bank for the interest component, if any, of the Purchase Price. Upon a remarketing of the Purchased Bonds and receipt by the Bank of the proceeds thereof together with any amount payable by the District in accordance with Section 3.05(b) hereof, the amount of Bonds the Bank has committed to purchase under the Liquidity Agreement (the "Available Commitment") shall be reinstated.

(iii) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) money paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent, (B) money, if any, paid by the District, and (C) money paid pursuant to the Liquidity Agreement, if any. If sufficient funds are not available for the purchase of all tendered Bonds, no purchase shall be consummated.

(iv) Registration and Delivery of Tendered or Purchased Bonds. On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and promptly delivered to the new registered owner in accordance with the instructions of the Remarketing Agent; and (B) Bonds purchased with amounts paid pursuant to the Liquidity Agreement, if any, shall be registered in the name of and delivered to the Bank or its nominee by 2:00 p.m. New York City time.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry System of DTC in accordance with Section 2.07 hereof, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner; and (ii) Purchased Bonds shall be delivered to the Bank by a transfer in the Book-Entry System of DTC of such Purchased Bonds to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

(v) Delivery of Bonds; Effect of Failure to Surrender Bonds. All Bonds to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Bonds held in Book-Entry System). If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds (or portions thereof) shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above. Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

Section 4.02. Mandatory Tender During Flexible Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Flexible Rate Bonds pursuant to a Liquidity Agreement, if any, each Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the first Business Day after the last day of each Flexible Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Each such Flexible Rate Period and the mandatory tender date for a Bond shall be established on the date of purchase of such Bond as hereinafter provided. The Owner of any Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 4.02(a) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(b) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds bearing interest at Flexible Rates required to be purchased on the ensuing purchase date. Subject to the provisions of Section 3.03, in remarketing the Bonds, the Remarketing Agent shall offer and accept purchase commitments for the Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the Bonds under prevailing market conditions; provided, however, that the foregoing shall not

prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, under prevailing market conditions, a lower net interest cost on the Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, no Flexible Rate Period may be established which exceeds 270 days or is less than 7 days, or, if the Remarketing Agent has given or received notice of any conversion to a Variable Rate Period or Fixed Rate Period, the remaining number of days prior to the Conversion Date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at 1:30 p.m., New York City time, in exchange for Bonds registered in the name of the new Owner delivered to the new Owner, on the purchase date. Such payment by the Remarketing Agent pursuant to the aforementioned authorization shall be made no later than 9:30 a.m., New York City time on such date, unless the Remarketing Agent shall notify the Tender Agent that the Bonds are to be reauthenticated in accordance with instructions from the Remarketing Agent.

(c) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02.

Section 4.03. Mandatory Tender Upon Variable Rate Conversion or Flexible Rate Conversion.

(a) Conversions to Variable Rate Periods. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, Bonds to be converted from any Variable Rate Period to a different Variable Rate Period or from a Flexible Rate Period to a Variable Rate Period on any Conversion Date pursuant to Section 3.02(g) or 3.02(h), are subject to mandatory tender on the Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain such Bonds.

(b) Conversion to Flexible Rate Periods from Variable Rate Periods. While a Bank is obligated to purchase the Bonds pursuant to the Liquidity Agreement, any Bonds to be converted to a Flexible Rate Period on a Flexible Rate Conversion Date pursuant to Section 3.03(b) are subject to mandatory tender on the applicable Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain such Bonds.

(c) Reserved.

(d) Notice to Owners. Any notice of a Conversion Date given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii) or 3.03(b)(iii) shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Bonds are to be tendered for purchase (as provided by Section 4.03(f) below).

(e) Remarketing. On the date any notice of a Conversion Date is given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii), or 3.03(b)(iii), the Tender Agent

shall notify a Pricing Officer, the Remarketing Agent and the Bank by telephone, telegram, teletype, facsimile transmission or other similar communication, of the principal amount of Bonds to be tendered for purchase on the Conversion Date. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Conversion Date.

(f) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.03.

(g) Term Rate Conversion with No Liquidity Facility. If the conversion of Bonds relates to a conversion to a new Term Rate Period of a different duration from an existing Term Rate Period, and there then exists no Liquidity Facility relating to the Bonds (and there was no Liquidity Facility upon the commencement of the then-expiring Term Rate Period), then the Bonds shall be subject to mandatory tender on the Variable Rate Conversion Date pursuant to Section 4.03(a). In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender because of a failed remarketing, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at a price equal to the principal amount thereof plus accrued interest on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par plus accrued interest, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate. All other provisions of Section 4.03 shall apply to and govern Bonds described in this Subsection (g) to the extent such terms are not in conflict with those included herein.

(h) Mandatory tenders at the end of the Initial Rate Period(s) are governed by Section 4.08 of this Order.

Section 4.04. Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender Upon Conversion. While (i) the Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, if any, (ii) the Bonds are in the Initial



Rate Period, or (iii) the Bonds are in a Term Rate Period, any Bonds to be converted to a Fixed Rate pursuant to Section 3.04 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners shall not have the right to elect to retain their Bonds.

(b) Notice to Owners. Any notice of conversion given to Owners pursuant to Section 3.04(c) shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(c) Remarketing. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Bonds; provided that in no event shall the Remarketing Agent offer any such Bond for sale to any person unless the Remarketing Agent has advised such person of the fact that, after the Fixed Rate Conversion Date, the Bond will no longer be subject to tender at the option of the Owner. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(d) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.04.

Section 4.05. Mandatory Tender Upon Expiration or Voluntary Termination of Liquidity Agreement.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, if any, the Bonds covered by the existing Liquidity Facility pursuant to the related Liquidity Agreement shall be subject to mandatory tender at the Purchase Price on the following dates:

(i) on the last Business Day prior to the date on which a Liquidity Agreement expires by its terms; provided, however, that no such tender and purchase shall be required if the Liquidity Agreement is renewed or extended prior to the date of notice to the Owner; or

(ii) on the last Business Day before termination of the Available Commitment as a result of the voluntary action of the District; or

(iii) on the last Business Day prior to the substitution of a new Liquidity Agreement for such Bonds, provided that no such tender and purchase shall be required if prior to the date of notice to the Owner pursuant to subsection 4.05(b) below, the Remarketing Agent, the Paying Agent/Registrar, the Bank, and the Tender Agent shall have received written confirmation from the Rating

Agency to the effect that the rating or ratings assigned to the Bonds will not be lowered, suspended or withdrawn as a result of the substitution.

(b) Not later than thirty (30) days prior to the purchase date, the Paying Agent/Registrar shall mail a written notice of the purchase to the Owners of the Bonds subject to purchase, which notice shall specify (i) the purchase date and (ii) the event requiring the purchase pursuant to Subsection (a) above. In the event that no mandatory tender and purchase is required as provided in Subsection 4.05(a)(iii) above, the Paying Agent/Registrar shall, upon receipt of the written confirmation required from the Rating Agency under Subsection 4.05(a)(iii), promptly mail a written notice to the Owners of the Bonds, which notice shall specify (i) the effective date of the substitute Liquidity Facility and (ii) the identity of the provider under the substitute Liquidity Facility.

(c) Bonds required to be delivered to the Tender Agent pursuant to this Section 4.05 shall be tendered in accordance with the provisions of Section 4.01(d).

Section 4.06. Mandatory Tender Upon Notice of Termination.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, if any, the Bonds are subject to mandatory tender at the Purchase Price without the right of Owners to retain their Bonds, on any date specified in a Notice of Termination from the Bank. Upon receipt of Notice of Termination from the Bank, the District shall immediately, but in no event later than one (1) day after receipt of such Notice of Termination, notify the Paying Agent/Registrar of the matters set forth in such notice.

(b) The Paying Agent/Registrar shall give notice to Owners of a mandatory tender pursuant to this Section 4.06 at least nine (9) days prior to the mandatory tender date. Such notice of mandatory tender shall state that the Bonds are subject to mandatory tender on the Business Day next preceding the date of termination of a Liquidity Agreement, if any, as stated in the notice from the District and that Owners shall not have a right to retain their Bonds.

(c) Bonds shall be required to be delivered to the Tender Agent against payment therefor in accordance with the provisions of Section 4.01(d).

(d) No remarketing of the Bonds shall occur after the receipt by the District of the Notice of Termination pursuant to this Section 4.06 until such time as a new Liquidity Agreement is in effect.

Section 4.07. Purchase in Lieu of Redemption.

(a) Prior to the Fixed Rate Conversion Date, while a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, if any, and while the Bonds are bearing interest at the Initial Rate during the Initial Rate Period or at a Term Rate during a Term Rate Period, Bonds are subject to mandatory tender at the option of the District, without the right of the Owners to retain their Bonds, on any date the Bonds would otherwise be subject to optional redemption pursuant to Section 5.02 of this Order.

(b) Notice to Owners. Any notice of such mandatory tender will be given to Owners pursuant to Section 5.07 and shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(c) Remarketing. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the mandatory date specified in the notice. The Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(d) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.07.

Section 4.08. Mandatory Tender at End of Initial Rate Period. Notwithstanding any provisions of this Order to the contrary, the Bonds issued hereunder shall be subject to mandatory tender on the mandatory tender date set forth in the Officer's Pricing Certificate at the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. Bonds tendered pursuant to this Section 4.08 shall be delivered to the Remarketing Agent against payment therefor in accordance with the provisions of Section 4.01(d). In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at a price equal to the principal amount thereof plus accrued interest on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par plus accrued interest, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

**ARTICLE V**  
**REDEMPTION OF BONDS BEFORE MATURITY**

Section 5.01. Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article V and in the Officer's Pricing Certificate.

Section 5.02. Optional Redemption.

(a) Prior to the Fixed Rate Conversion Date, Bonds, other than (i) Purchased Bonds, (ii) Bonds bearing interest at the Initial Rate during the Initial Rate Period, and (iii) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or from time to time in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Bank Rate or the Stepped Rate, as applicable, to the redemption date, on any date. Bonds bearing interest at the Initial Rate during the Initial Rate Period are not subject to redemption at the option of the District during the applicable Initial Rate Period.

(c) Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or from time to time in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date.

(d) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount of the Bonds to be redeemed (i) with respect to Bonds bearing interest at a Stepped Rate, at least two (2) days prior to the redemption date, (ii) with respect to Purchased Bonds and Bonds bearing interest at a Flexible Rate, Weekly Rate or Monthly Rate, at least twenty-five (25) days prior to the redemption date; and (iii) with respect to Bonds bearing interest at a Quarterly Rate, Semiannual Rate or Term Rate or at a Fixed Rate, at least thirty-five (35) days prior to the redemption date.

(e) On or prior to the date established for optional redemption of any Bonds or Purchased Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar. Such money shall be invested in (i) Government Securities having maturities which coincide with the redemption date, or (ii) other legally authorized investments for funds of the District having maturities that coincide with the redemption date and bearing the highest rating of each Rating Agency.

Section 5.03. Scheduled Mandatory Redemption.

(a) The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, in each of the years and on the dates set forth in the Officer's Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 5.07.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 5.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

(d) In lieu of mandatorily redeeming the Term Bonds, the District reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.

Section 5.04. Additional Mandatory Redemption. In each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate, Weekly Rate, Monthly Rate, Quarterly Rate or Semiannual Rate, the District shall budget (in accordance with Section 2.13(a) hereof) for such fiscal year for the payment of interest on the Bonds at a rate prescribed in the then-effective Liquidity Facility, if any, or at a rate equal to the Maximum Rate per annum. The District shall instruct the Paying Agent/Registrar to call and redeem Bonds on the August 15 next following the end of such fiscal year (or the first date next following such August 15 on which the Bonds are subject to optional redemption if the Bonds are not subject to optional redemption on such August 15) in the event and to the extent that interest paid on the Bonds during such fiscal year is less than the amount payable at the rate prescribed in the then-effective Liquidity Facility, if any, or the Maximum Rate, as applicable when either such rate is used by the District in calculating its tax rate (the "Excess Interest Funds"); provided the amount of such Excess Interest Funds is equal to or greater than \$100,000. The principal amount of Bonds subject to mandatory redemption under Section 5.03 shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to the provisions of this Section 5.04.

Section 5.05. Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the provisions of the applicable Liquidity Agreement.

Section 5.06. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the District shall direct the Paying Agent/Registrar to call Purchased Bonds first and then to call Bonds or portions thereof by lot or other random selection method for redemption.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/Registrar shall treat each minimum Authorized Denomination of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.07. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first class mail to the Rating Agency, and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Bond bearing interest at a Stepped Rate, at least one (1) day prior to the redemption date; (ii) with respect to a Bond bearing interest at a Flexible Rate, Weekly Rate, Monthly Rate or Bank Rate, at least twenty (20) days prior to the redemption date; and (iii) with respect to a Bond bearing interest at a Quarterly Rate, a Semiannual Rate, a Term Rate or a Fixed Rate, at least thirty (30) days prior to the redemption date,

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof (if not held in a book-entry only system), the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on and after the redemption date interest will cease to accrue.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 5.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds

subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 5.08. Payment Upon Redemption.

(a) By each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.09. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for the payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest until due provision is made for the payment of same by the District.

**ARTICLE VI  
PAYING AGENT/REGISTRAR;  
REMARKETING AGENT; TENDER AGENT**

Section 6.01. Appointment of Initial Paying Agent/Registrar. The Bank of New York Mellon Trust Company, National Association, Houston, Texas is hereby appointed as the initial Paying Agent/Registrar for the Bonds, and the Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, is hereby approved and authorized to be executed by the President or Vice President of the Board for and on behalf of the District and this Board. Such agreement as executed by the President or Vice President of the Board, shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 6.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 6.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement with the consent of the Bank, if any, such consent not to be unreasonably withheld.

Section 6.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 6.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 6.06. Agreement to Perform. By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 6.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 6.08. Appointment of Initial Remarketing Agent. The Pricing Officer is hereby authorized to appoint the Remarketing Agent for the Bonds in an Officer's Pricing Certificate. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement, the execution of which is hereby approved. Additionally, the President or Vice President of the Board is hereby authorized and directed to execute and deliver the Remarketing Agreement, attached hereto, in substantially the form attached hereto as Exhibit C, for and on behalf of the District and the Board, and such Remarketing Agreement as executed by the President or Vice President of the Board shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.09. Appointment of Initial Tender Agent. The District hereby appoints The Bank of New York Mellon Trust Company, N.A., as initial Tender Agent for the Bonds. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement, the execution of which is hereby approved. Additionally, the President or Vice President of the Board is hereby authorized and directed to



execute and deliver the Tender Agent Agreement, attached hereto, in substantially final form, as Exhibit D, for and on behalf of the District and this Board, and such Tender Agent Agreement as executed by the President or Vice President of the Board shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Bonds.

Section 6.10. Maintaining Remarketing Agent and Tender Agent; Bank.

(a) The District hereby agrees that, while any of the Bonds bear interest at a Variable Rate, it will maintain a Remarketing Agent and Tender Agent with respect to the Bonds, qualified to act in such respective capacity. No resignation or removal of the Remarketing Agent or Tender Agent shall become effective until a successor has been appointed and accepted such appointment and the Bank, if any, shall have consented to such appointment, such consent not to be unreasonably withheld. Any successor Tender Agent shall have capital of not less than \$50,000,000.

(b) Promptly upon each change in the entity serving as Remarketing Agent, Tender Agent or Bank, the District will cause the Paying Agent/Registrar or another party to send notice of such change to be sent to each Owner by first class mail.

Section 6.11. Maintaining a Liquidity Facility. While the Bonds bear interest at a Variable Rate other than the Initial Rate, the Stepped Rate or a Term Rate with respect to which the District, by order of the Board, has elected not to do so, the District agrees to at all times maintain a Bank qualified to act in such capacity.

**ARTICLE VII  
FORM OF THE BONDS**

Section 7.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Officer's Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds (or any Stated Maturities thereof) are insured, and any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds may be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution.

Section 7.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed by Standard & Poor's Financial Services LLC, on behalf of The American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.03. Legal Opinion. The obligation of the Underwriters to accept delivery of the Bonds is subject to being furnished a final opinion of Bracewell & Giuliani LLP, Bond Counsel, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry System used in the settlement and transfer of the Bonds.

## **ARTICLE VIII SALE AND DELIVERY OF BONDS; AND DEPOSIT OF PROCEEDS**

Section 8.01. Sale of Bonds; Official Statement.

(a) The Bonds shall be sold and delivered to a syndicate of underwriters as set forth in the Officer's Pricing Certificate (the "Underwriters") at a price to be set forth in the Officer's Pricing Certificate and in accordance with the terms of the Purchase Contract approved by the Pricing Officer. Upon completion of the terms of the Officer's Pricing Certificate, any of the Pricing Officers are hereby authorized and directed to execute the Purchase Contract and the Officer's Pricing Certificate on behalf of the District, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Pricing Officer. The President or Vice President of the Board, the the Secretary of the Board, the Pricing Officer and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(b) The District hereby authorizes the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Pricing Officer to deem the Preliminary Official Statement final within the meaning and for the

purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. In the event that multiple series of Bonds are issued under this Order, the Board hereby authorizes the preparation and distribution of one or more Preliminary Official Statements for subsequent series of Bonds and authorizes the Pricing Officer to deem such Preliminary Official Statements final within the meaning of Rule 15c2-12 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Pricing Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

(c) The President or Vice President of the Board, the Secretary of the Board, the Pricing Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the Permanent School Fund for the Bonds from the Texas Education Agency and seeking ratings on the Bonds from the Rating Agency.

Section 8.02. Control and Delivery of Bonds.

(a) The President of the Board is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters against receipt by the District of all amounts due to the District under the terms of sale,

Section 8.03. Deposit of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as provided in the Officer's Pricing Certificate.

**ARTICLE IX  
INVESTMENTS**

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the District, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes such proceeds of sale may be invested in authorized investments in accordance with the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), as amended, or other applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 9.02. Investment Income.

(a) Interest and income derived from investment of money in the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds and funds held for the payment of the costs of issuance shall be credited to the fund or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking Fund.

**ARTICLE X  
PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 10.01. Payment of the Bonds. On or before each date principal, premium, if any, or interest on the Bonds is due, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, premium, if any, and interest on the Bonds when due.

Section 10.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid the principal, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 10.03. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Income Tax Regulations promulgated thereunder (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150

of the Code and the applicable Regulations. In particular, the District covenants and agrees to comply with each requirement of this Section 10.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 10.03 if the District has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 10.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 10.03.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed or refinanced, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used, in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three (3) years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations, the District takes such remedial action and the District receives a Counsel’s Opinion that

such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Section 10.03 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

## **ARTICLE XI DEFAULT AND REMEDIES**

Section 11.01. Events of Default. Each of the following occurrences or events for the purpose of this Order, specifically excluding events described in Sections 4.03(g) and 4.08, respectively, is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement, or obligation of the District, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the District.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## **ARTICLE XII DISCHARGE**

Section 12.01. Discharge. The Bonds may be defeased, refunded or discharged in any manner now or hereafter permitted by law.

## **ARTICLE XIII CONTINUING DISCLOSURE UNDERTAKING**

Section 13.01. Annual Reports.

(a) The District shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Officer's Pricing Certificate. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's internet website or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 13.02. Material Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:



- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

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

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the

District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

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

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 13.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.03. Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article XII that causes Bonds no longer to be Outstanding.

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

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

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

#### **ARTICLE XIV AMENDMENTS AND SUPPLEMENTS TO ORDER**

Section 14.01. Without Consent of Owners. Without notice to or the consent of any Owner, the District may, at any time, amend this Order to cure any ambiguity or cure, correct or supplement any defective or inconsistent provision contained in this Order or make any other change that does not in the opinion of bond counsel for the District in any respect materially and adversely affect the interests of the Owners. Without limiting the foregoing, the District may amend or supplement this Order without notice to or the consent of any Owner:

(a) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(b) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(c) to increase or decrease the number of days specified for the giving of notices in Article III and to make corresponding changes to the period for notice of redemption of the Bonds provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Variable Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of the Bonds;

(d) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry System for the Bonds;

(e) to make any change to this Order when all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent has received notice of such amendment or supplement;

(f) to provide for the benefit of all of the Bonds a Liquidity Facility (or a substitute Liquidity Facility, as the case may be), which may change the provisions for payment, remedies and other matters in a way which affects the Owners of Bonds;

(g) effective upon any Conversion Date to a new Rate Period to make any amendment affecting only the Bonds being converted; or

(h) to increase the Maximum Rate.

Section 14.02. With Consent of Owners. If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by the preceding Section, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding. However, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby, of or supplement to the terms and conditions in this Order, so as to:

(a) change the sinking fund requirements, if any, Interest Payment Dates, rights to tender or the maturity or maturities of the Outstanding Bonds;

(b) reduce the rate of interest borne by any of the Outstanding Bonds;

(c) reduce the amount of the principal or Purchase Price of or premium, if any, payable on the Outstanding Bonds;

(d) modify the terms of payment of principal or Purchase Price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;

(e) affect the rights of the Owners of fewer than all of the Outstanding Bonds;  
or

(f) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

Section 14.03. Effect of Consents. Any consent received pursuant to Section 14.02 will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 14.04. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 14.05. Notice to Owners. Upon receipt of notice of an amendment or change to the Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be mailed to the Owners. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

## **ARTICLE XV PERMANENT SCHOOL FUND GUARANTEE**

Section 15.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bonds;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

## **ARTICLE XVI MISCELLANEOUS**

Section 16.01. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District, the Tender Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt in written or

electronic form. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

**DISTRICT:** Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471  
Attention: Chief Financial Officer

**PAYING AGENT/  
REGISTRAR-  
TENDER AGENT:** The Bank of New York Mellon Trust Company,  
National Association  
601 Travis Street, 16th Floor  
Houston Texas 77002  
Attention: Corporate Trust

Section 16.02. Notice to Rating Agencies. At any time during which the Bonds are rated by the Rating Agency, the Paying Agent/Registrar shall, upon the direction of the District, notify the Rating Agency, promptly of (i) any change in the Paying Agent/Registrar, Tender Agent, Remarketing Agent or the Bank, if any, (ii) the expiration, termination, extension or any other material change to this Order or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a Fixed Rate. Any such notice shall be sent by first class mail, postage prepaid, to: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10004, Attention: Municipal Structured Finance, email: pubfin\_structuredstandardandpoors.com; and Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Structured Finance.

Section 16.03. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriters, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriters, and the Holders.

Section 16.04. Inconsistent Provisions. All orders, or pails thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

Section 16.05. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 16.06. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the

application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 16.07. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 16.08. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 16.09. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

Section 16.10. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 16.11. Effective Date. This Order shall be in full force and effect from and upon its adoption.

*[The remainder of this page intentionally left blank]*

PASSED, APPROVED AND EFFECTIVE on February \_\_, 2014.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]



**EXHIBIT A**

**FORM OF OFFICER'S PRICING CERTIFICATE**

Re: Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the "Bonds")

I, the undersigned \_\_\_\_\_ of the Lamar Consolidated Independent School District (the "District"), do hereby make and execute this Officer's Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on February \_\_\_, 2014 (the "Order") captioned as follows:

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A, IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

authorizing the issuance of the referenced Bonds.

As authorized by Section 8.01 of the Order, I have acted on behalf of the District in selling the Bonds to the Underwriters pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Officer's Pricing Certificate. Capitalized terms used in this Officer's Pricing Certificate shall have the meanings given such terms in the Order.

A. Designation and Date. The Bonds shall be designated the "Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A." The Dated Date of the Bonds shall be [\_\_\_\_\_]. The Issuance Date is scheduled for [\_\_\_\_\_].

B. Principal Amount, Initial Rate, Initial Rate Period and Maturity. The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purposes specified in Section 2.01 in the Order.

The Bonds shall mature on the date and in the amount, and shall bear interest at the Initial Rate from the Issuance Date to but not including the end of the Initial Rate Period, as set out in the following schedule:

| <u>Stated Maturity</u><br><u>(February 15)</u> | <u>Principal</u><br><u>Amount</u> | <u>End of the Initial</u><br><u>Rate Period</u> | <u>Mandatory</u><br><u>Tender Date</u> | <u>Initial Rate</u> |
|--|-----------------------------------|---|--|---------------------|
|  | \$_____                           |   |  |                     |

Bonds shall be subject to mandatory tender on the Mandatory Tender Date set forth above. Interest during the Initial Rate Period shall accrue from the Issuance Date to but not including the last day thereof.

The Stepped Rate shall equal \_\_\_\_%. The Maximum Rate shall equal \_\_\_\_%.

C. Form of Bond. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Officer’s Pricing Certificate.

D. Redemption. The Bonds are not subject to redemption during the Initial Rate Period. The Bonds are otherwise subject to optional and mandatory redemption as described in the Form of Bond attached as Exhibit A hereto.

E. Terms of Sale. In accordance with the parameters contained in Section 2.01 of the Order, the undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the following requirements and parameters contained within such sections:

- (i) the net effective interest rate during the Initial Rate Period(s) does not exceed 2.00%;
- (ii) the aggregate principal amount of and net premium on the Bonds does not exceed \$90,000,000;
- (iii) no bond matures more than 40 years from the date of issuance of the Bonds; and
- (iv) the Stepped Rate does not exceed 9.00%.

F. Application of Bond Proceeds. The proceeds of the Bonds and other available funds of the District shall be applied as follows:

- (i) Principal of the Bonds in the amount of \$\_\_\_\_\_ shall be used for the purposes set forth in Section 2.01 of the Order;
- (ii) Premium in the amount of \$\_\_\_\_\_ shall be used to pay the costs of issuing the Bonds, including the underwriters’ discount;

(iii) Any amounts remaining following payment of the costs of issuing the Bonds shall be deposited to the interest and sinking fund.

G. Voted Authority. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

| <u>Election</u>  | <u>Amount Voted</u> | <u>Amount Previously Issued</u> | <u>Amount this Issue*</u> | <u>Authorized but Unissued Balance</u> |
|------------------|---------------------|---------------------------------|---------------------------|--|
| November 8, 2011 | \$249,159,215       | \$110,000,000                   |                           | \$139,159,215                          |

\* [Does/Does not] include amounts of authorization to be used by the Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B, which the District expects to deliver concurrently with the Bonds.

H. Continuing Disclosure Undertaking. In accordance with Section 13.01 of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement in \_\_\_\_\_ to the Official Statement

I. Remarketing Agent. \_\_\_\_\_ is hereby appointed the Remarketing Agent for the Bonds.

J. Sale of the Bonds to the Underwriters. [\_\_\_\_\_,] [\_\_\_\_\_,] and [\_\_\_\_\_] are hereby designated as the Underwriters for the Bonds. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds are in the District's best interests, and therefore, the sale of the Bonds to the Underwriters at a price of \$\_\_\_\_\_ in accordance with the terms of the Purchase Contract dated as of the \_\_\_\_\_, 2014 is hereby approved.

WITNESS MY HAND this \_\_\_\_\_, 2014.

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Pricing Officer  
Lamar Consolidated Independent School District

**EXHIBIT A TO FORM OF OFFICER'S PRICING CERTIFICATE**

**FORM OF BOND**

REGISTERED  
NO. \_\_\_\_<sup>1</sup>

REGISTERED AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BOND  
SERIES 2014A

|                 |                |                |               |                        |
|-----------------|----------------|----------------|---------------|------------------------|
| Dated Date:     | Issuance Date: | Interest Rate: | Maturity Date | CUSIP No. <sup>2</sup> |
| [March 1, 2014] |                | VARIABLE       |               |                        |

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns thereof, on the Maturity Date specified above, Principal Amount stated above, unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or provided for. Interest shall accrue from the Issuance Date.

Interest on this Bond is payable to the registered owner hereof (i) with respect to the period during which interest accrues at a Flexible Rate, Weekly Rate, Monthly Rate or Quarterly Rate, by federal funds wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, otherwise by first class mail by check dated the Interest Payment Date, and (ii) with respect to any period during which interest accrues at the Initial Rate, a Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at

<sup>1</sup> Initial Bond to be numbered I-1.  
<sup>2</sup> Omit from Initial Bond.

the designated office of The Bank of New York Mellon Trust Company, National Association, Houston, Texas, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

This Bond is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order and relating to the Bonds (the “Pricing Certificate” and together with the Bond Order, the “Order”) to provide funds for the construction, acquisition and equipment of school buildings in the District, the purchase of necessary sites for school buildings, the purchase of new school buses and the costs of issuing the Bonds. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in Order.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the Record Date, as set forth in the Order. As used herein, “Interest Payment Date” shall have the meaning assigned to such term in the Order.

Any payments required to be made hereunder on any day which is not a Business Day (as defined in the Order) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

The Bonds are not benefited by a Liquidity Facility during the Initial Rate Period.

### **INTEREST PROVISIONS**

This Bond bears interest at a Variable Rate, a Flexible Rate or a Fixed Rate, as further set forth in the Order.

This Bond initially shall bear interest at the Initial Rate provided in the Officer’s Pricing Certificate from the Issuance Date stated above to, but not including, August 15, 20\_\_ (the “Initial Rate Period”). This Bond shall be subject to mandatory tender, without right of retention by the owners thereof, on August 15, 20\_\_, and shall be tendered to the Tender Agent against payment therefor. Thereafter, this Bond shall bear interest at a Weekly Rate, Monthly Rate, Quarterly Rate, Semiannual Rate or Term Rate or a Flexible Rate until converted to another Interest Rate Period, or at a Fixed Rate.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Order and pursuant to the terms of the Remarketing Agreement between the District and the Remarketing Agent.

## **OPTIONAL TENDERS**

The registered owner hereof has the right to tender this Bond to the Tender Agent for purchase at the principal amount hereof plus accrued interest in accordance with the terms of the Order.

**AFTER THE BONDS HAVE BEEN CONVERTED TO BEAR INTEREST AT A FIXED RATE THEY SHALL NOT BE SUBJECT TO TENDER FOR PURCHASE.**

## **MANDATORY TENDER**

This Bond is subject to mandatory tender for purchase by the Tender Agent in accordance with the terms of the Order.

## **FAILED REMARKETING WITH NO LIQUIDITY FACILITY**

Initial Rate Period. In the event that this Bond bears interest at an Initial Rate and it is not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at a price equal to the principal amount thereof plus accrued interest on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holder hereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of the Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

Term Rate Periods. If this Bond is subject to mandatory tender on the Variable Rate Conversion Date because of conversion to a new Term Rate Period from an existing Term Rate Period, and there then exists no Liquidity Facility relating to this Bond (and there was no Liquidity Facility upon the commencement of the then-expiring Term Rate Period), and this Bond is not converted and remarketed to new purchasers on the scheduled date of mandatory tender because of a failed remarketing, then the District shall have no obligation to purchase a Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at a

price equal to the principal amount thereof plus accrued interest on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of the Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

**REDEMPTION PROVISIONS**

Optional Redemption. Bonds bearing interest at the Initial Rate during the Initial Rate Period are not subject to redemption at the option of the District during the Initial Rate Period.

Prior to the Fixed Rate Conversion Date, Bonds, other than (i) Purchased Bonds, (ii) Bonds bearing interest at the Initial Rate during the Initial Rate Period, and (iii) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or from time to time in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Bank Rate or the Stepped Rate, as applicable, to the redemption date, on any date.

Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or from time to time in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date.

Scheduled Mandatory Redemption. The Bonds are subject to mandatory redemption, at a price equal to the principal amount thereof plus interest accrued thereon, on February 15 of each of the years in the following minimum principal amounts:

|  |               |
|--|---------------|
| Mandatory<br>Redemption Date<br>(_____ 15) | <u>Amount</u> |
|--|---------------|

\*Stated Maturity

Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds



to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided below.

The principal amount of the Term Bonds required to be redeemed on any redemption date set forth above shall be reduced, at the option of the District, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

In lieu of mandatorily redeeming the Bonds, the District reserves the right to purchase for cancellation Bonds of the same maturity at a price no greater than the applicable redemption price of such Bonds.

Additional Mandatory Redemption. As provided in the Order, in each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate, Weekly Rate, Monthly Rate, Quarterly Rate or Semiannual Rate, the District shall instruct the Paying Agent/Registrar to call and redeem Bonds on the February 15 next following the end of such fiscal year (or the first date next following such February 15 on which the Bonds are subject to optional redemption if the Bonds are not subject to optional redemption on such February 15) in the event and to the extent that the District has received Excess Interest Funds equal to or greater than \$100,000.

Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the provisions of the applicable Liquidity Agreement.

Notice of Redemption. Notice of optional and mandatory redemption shall be given as provided in the Order.

## **GENERAL PROVISIONS**

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Following the Fixed Rate Conversion Date neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 30 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered

on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the District; that all acts, conditions, and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, within the limits prescribed by law, which when collected shall be appropriated exclusively to the timely payment of the principal of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF; the District has caused this Bond to be duly executed under its official seal in accordance with law..

---

Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

---

President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

\*\*\*\*

Form of Comptroller's Registration to Appear on Initial Bonds only

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER           §  
OF PUBLIC ACCOUNTS                   §                   REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                   §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

\*\*\*\*\*

Form of Authentication Certificate to Appear on Definitive Bonds only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Paying Agent/Registrar

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

\*\*\*\*

ASSIGNMENT

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

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

\*\*\*\*

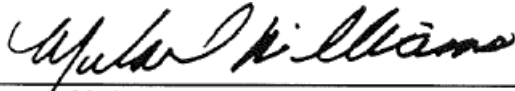
[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A, dated \_\_\_\_\_<sup>3</sup>, in the principal amount of \$\_\_\_\_\_<sup>4</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



---

Michael L. Williams  
Commissioner of Education

---

<sup>3</sup> Insert from Pricing Certificate.

<sup>4</sup> Insert from Pricing Certificate.

**EXHIBIT B TO FORM OF OFFICER'S PRICING CERTIFICATE**  
**NET EFFECTIVE INTEREST RATE DURING INITIAL RATE PERIOD**

**EXHIBIT B**

**Form of Paying Agent/Registrar Agreement**



**EXHIBIT C**

**Form of Remarketing Agreement**

**EXHIBIT D**

**Form of Tender Agent Agreement**

CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

We, the undersigned officers of the Board of Trustees of Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the \_\_\_\_ day of February, 2014, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

|                  |                |
|------------------|----------------|
| Julie Thompson   | President      |
| Rhonda Zacharias | Vice President |
| Frank Torres     | Secretary      |
| Kay Danziger     | Trustee        |
| Anna Gonzales    | Trustee        |
| Dar Hakimzadeh   | Trustee        |
| Kathryn Kaminski | Trustee        |

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

\_\_\_\_\_ Member(s) shown present above voted "Aye".

\_\_\_\_\_ Member(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing

paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_\_ day of February, 2014.

\_\_\_\_\_  
Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

\_\_\_\_\_  
President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

ORDER  
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOLHOUSE BONDS  
SERIES 2014B

Adopted: February 20, 2014

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ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014B IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the voters of the Lamar Consolidated Independent School District (the “District”) have approved schoolhouse bonds voted pursuant to the Constitution and the laws of the state of Texas, including particularly Chapter 45 of the Texas Education Code, as amended, (“Chapter 45”) at an election held within the District on November 8, 2011 (the “Election”); and

WHEREAS, at said Election, the voters authorized the amount of schoolhouse bonds set forth below in the following schedule;

| <u>Election</u>  | <u>Amount Voted</u> | <u>Amount Previously Issued</u> | <u>Authorized but Unissued Balance</u> |
|------------------|---------------------|---------------------------------|--|
| November 8, 2011 | \$249,159,215       | \$110,000,000                   | \$139,159,215                          |

WHEREAS the Board of Trustees (the “Board”) of the District does hereby determine that the schoolhouse bonds in an amount not to exceed \$49,155,000, including any premium charged against voted authority, should be issued as an installment of the \$249,159,215 schoolhouse bonds voted at the Election; and

WHEREAS, the actual amount issued from the Election pursuant to this Order and the balance that remains after the issuance of the schoolhouse bonds authorized in this Order will be indicated in the Pricing Certificate (as defined herein); and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such bonds for the construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and to pay the costs of issuing the schoolhouse bonds at this time; and

WHEREAS, the schoolhouse bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

“Authorized Officer” means any one of the Superintendent of Schools or the Chief Financial Officer of the District.

“Board” means the Board of Trustees of the District.

“Bond” means any of the Bonds.

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Bond Counsel” means Bracewell & Giuliani LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor. “DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 3.02.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 3.02.

“Interest Payment Date” means, with respect to the Current Interest Bonds, the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar for the Bonds designated in the Pricing Certificate.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the District and the Paying Agent/Registrar relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

“Purchase Contract” means the purchase contract between the District and the Underwriters pertaining to the sale of the Bonds.

“Record Date” means, with respect to the Current Interest Bonds, the record date for the Bonds as designated in the Pricing Certificate.

“Register” means the Bond register required by Section 3.06(a).

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

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

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is 15 days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” means the underwriters stated in the Purchase Contract.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble to this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

## ARTICLE II

### SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking

fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

### **ARTICLE III**

#### **AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS**

Section 3.01. Authorization. The District's bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B" or having such other title or title as may be designated in the Pricing Certificate, along with such other series or subseries of Bonds as may be designated in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code and Chapter 1371. The Bonds shall be issued in an aggregate principal amount not to exceed \$49,155,000 for the construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and to pay the costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Current Interest Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from RCI-1 upward, except the Initial Current Interest Bond, which shall be numbered ICI-1.

(c) The Current Interest Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

(e) The Capital Appreciation Bonds shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from RCA-1 upward, except the Initial Capital Appreciation Bond, which shall be numbered ICA-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year

composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on the dates and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or

responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further



purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of Debt Service on the Bonds for the purpose of giving notices of redemption, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as

such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

## ARTICLE IV

### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Current Interest Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase

thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption, and call such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

## **ARTICLE V**

### **PAYING AGENT/REGISTRAR**

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties and responsibilities of the District and the Paying Agent/Registrar, and the Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board of the Paying Agent/Registrar Agreement.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.01 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Current Interest Bonds and the Capital Appreciations Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, the Certificate of the Paying Agent/Registrar, the Assignment forms and the Certificates of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the forms set forth in Exhibit A and Exhibit B, respectively, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

## ARTICLE VII

### SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- (ii) the true interest cost for the Bonds shall not be a rate greater than 5.00%;
- (iii) the aggregate principal amount of the Bonds authorized to be issued shall not exceed the total maximum par amount set forth in Section 3.01; and
- (iv) no Bond shall mature more than 40 years from the date of delivery thereof.



The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Contract, providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date one (1) year from the date of this Order, unless otherwise extended by the Board by separate action.

(c) The District hereby authorizes the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to deem the Preliminary Official Statement final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

(d) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 7.02. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

#### Section 8.03. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Income Tax Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 8.03 if the District has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 8.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 8.03.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed or refinanced, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of

section 141 of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used, in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three (3) years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of Section 141 of the Code regarding the use of Bond proceeds after the issue date of the Bonds unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations, the District takes such remedial action and the District receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of Section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Section 8.03 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

## **ARTICLE IX**

### **DISCHARGE**

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

## **ARTICLE X**

### **PERMANENT SCHOOL FUND GUARANTEE**

Section 10.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state

money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

## **ARTICLE XI**

### **CONTINUING DISCLOSURE UNDERTAKING**

Section 11.01. Annual Reports. (a) The District shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's internet website or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 11.02. Material Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

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

authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 11.01 and subsection (a) above. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

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

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

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 12.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 12.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 12.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.



Section 12.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Remainder of page intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE on February 20, 2014.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

*Signature Page to  
Order Authorizing Issuance of Unlimited Tax Schoolhouse Bonds, Series 2014B*

**EXHIBIT A**

**FORM OF CURRENT INTEREST BOND**

(a) Form of Current Interest Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOLHOUSE BOND  
SERIES 2014B

CURRENT INTEREST BOND

|                                  |                                |  |                            |
|----------------------------------|--------------------------------|--|----------------------------|
| <u>INTEREST RATE:</u><br>_____ % | <u>MATURITY DATE:</u><br>_____ | <u>DATED DATE:</u><br>_____ <sup>1</sup> _____ | <u>CUSIP NO.:</u><br>_____ |
|----------------------------------|--------------------------------|--|----------------------------|

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the maturity date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on \_\_\_\_\_<sup>2</sup> and \_\_\_\_\_<sup>3</sup> of each year, commencing \_\_\_\_\_<sup>4</sup>.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of \_\_\_\_\_<sup>5</sup>, \_\_\_\_\_<sup>6</sup>, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor paying agent/registrar, at the Designated

\_\_\_\_\_  
<sup>1</sup> Insert from Pricing Certificate.  
<sup>2</sup> Insert from Pricing Certificate.  
<sup>3</sup> Insert from Pricing Certificate.  
<sup>4</sup> Insert from Pricing Certificate.  
<sup>5</sup> Insert from Pricing Certificate.  
<sup>6</sup> Insert from Pricing Certificate.

Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the       7       of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of       8      , issued in the aggregate principal amount of \$      9       [in part as (i) \$      10       original principal amount of Current Interest Bonds and (ii) \$      11       Capital Appreciation Bonds]<sup>12</sup> (herein referred to as the "Bonds"), issued pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the construction, acquisition and equipment of school buildings in the District, the purchase of necessary sites for school buildings, the purchase of new school buses and the costs of issuing the Bonds. This Bond is a Current Interest Bond.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

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<sup>7</sup> Insert from Pricing Certificate.

<sup>8</sup> Insert from Pricing Certificate.

<sup>9</sup> Insert from Pricing Certificate.

<sup>10</sup> Insert from Pricing Certificate.

<sup>11</sup> Insert from Pricing Certificate.

<sup>12</sup> Delete if only Current Interest Bonds are issued.

The District has reserved the option to redeem the Bonds maturing on and after 13, in whole or in part before their respective scheduled maturity dates, on 14, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on 15 (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

| <u>\$ <sup>16</sup> Term Bonds Maturing <sup>17</sup></u> | <u>Principal Amount</u> |
|---|-------------------------|
| <u>Redemption Date</u>                                    | <u>\$ <sup>19</sup></u> |
| <u><sup>18</sup></u>                                      | <u><sup>19</sup></u>    |

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>20</sup>

Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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<sup>13</sup> Insert from Pricing Certificate.  
<sup>14</sup> Insert from Pricing Certificate.  
<sup>15</sup> Insert from Pricing Certificate.  
<sup>16</sup> Insert from Pricing Certificate.  
<sup>17</sup> Insert from Pricing Certificate.  
<sup>18</sup> Insert from Pricing Certificate.  
<sup>19</sup> Insert from Pricing Certificate.  
<sup>20</sup> Delete if Term Bonds are not issued.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

\_\_\_\_\_  
Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

\_\_\_\_\_  
President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_  
21  
as Paying Agent/Registrar

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

\_\_\_\_\_  
<sup>21</sup> Insert from Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

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

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

Dated: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Schoolhouse Bonds, Series 2014B, dated \_\_\_\_\_<sup>22</sup>, in the principal amount of \$ \_\_\_\_\_<sup>23</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

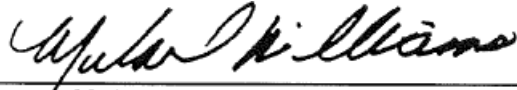
Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

\_\_\_\_\_  
<sup>22</sup> Insert from Pricing Certificate.

<sup>23</sup> Insert from Pricing Certificate.



In witness thereof I have caused my signature to be placed in facsimile on this bond.

  
\_\_\_\_\_  
Michael L. Williams  
Commissioner of Education

(e) Initial Current Interest Bond Insertions

The Initial Current Interest Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(1) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and “CUSIP NO. \_\_\_\_\_” deleted;

(2) in the first paragraph, the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on \_\_\_\_\_<sup>24</sup> in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Year</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------|-------------------------|----------------------|
|-------------|-------------------------|----------------------|

(Information to be inserted from the Pricing Certificate); and

(3) the Initial Current Interest Bond shall be numbered ICI-1.

<sup>24</sup> Insert from Pricing Certificate.

(4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

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Comptroller of Public Accounts  
of the State of Texas

**EXHIBIT B**

**FORM OF CAPITAL APPRECIATION BOND**

(a) Form of Capital Appreciation Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOLHOUSE BOND  
SERIES 2014B

CAPITAL APPRECIATION BOND

|                           |                                   |                       |                      |                   |
|---------------------------|-----------------------------------|-----------------------|----------------------|-------------------|
| <u>YIELD TO MATURITY:</u> | <u>ORIGINAL PRINCIPAL AMOUNT:</u> | <u>MATURITY DATE:</u> | <u>CLOSING DATE:</u> | <u>CUSIP NO.:</u> |
| _____ %                   | \$ _____                          | _____                 | <u>1</u>             | _____             |

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

\_\_\_\_\_ DOLLARS

The Maturity Amount represents the total of the Original Principal Amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date. Interest accretes from the Closing Date specified above, and will compound semiannually on \_\_\_\_\_<sup>2</sup> and \_\_\_\_\_<sup>3</sup> in each year, commencing \_\_\_\_\_<sup>4</sup>. A table of the "Accreted Values" per \$5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any,

\_\_\_\_\_  
<sup>1</sup> Insert from Pricing Certificate.  
<sup>2</sup> Insert from Pricing Certificate.  
<sup>3</sup> Insert from Pricing Certificate.  
<sup>4</sup> Insert from Pricing Certificate.

paid therefor with interest thereon accreted and compounded semiannually to the \_\_\_\_\_<sup>5</sup> or \_\_\_\_\_<sup>6</sup> next preceding the date of such calculation (or, the date of calculation, if such calculation is made on \_\_\_\_\_<sup>7</sup> or \_\_\_\_\_<sup>8</sup>) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than \_\_\_\_\_<sup>9</sup> or \_\_\_\_\_<sup>10</sup>, the Accreted Value of this Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in \_\_\_\_\_<sup>11</sup>, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of \_\_\_\_\_<sup>12</sup>, the initial Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of the \_\_\_\_\_<sup>13</sup>, issued in the aggregate principal amount of \$\_\_\_\_\_<sup>14</sup>, [in part as (i) \$\_\_\_\_\_<sup>15</sup> original principal amount of Current Interest Bonds and (ii) \$\_\_\_\_\_<sup>16</sup> Capital Appreciation Bonds]<sup>17</sup> (herein referred to as the “Bonds”) pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the construction, acquisition and equipment of school buildings in the District, the purchase of necessary sites for school buildings, the purchase of new school buses and the costs of issuing the Bonds. This Bond is a Capital Appreciation Bond.

The Capital Appreciation Bonds are not subject to redemption prior to stated maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office

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<sup>5</sup> Insert from Pricing Certificate.

<sup>6</sup> Insert from Pricing Certificate.

<sup>7</sup> Insert from Pricing Certificate.

<sup>8</sup> Insert from Pricing Certificate.

<sup>9</sup> Insert from Pricing Certificate.

<sup>10</sup> Insert from Pricing Certificate.

<sup>11</sup> Insert from Pricing Certificate.

<sup>12</sup> Insert from Pricing Certificate.

<sup>13</sup> Insert from Pricing Certificate.

<sup>14</sup> Insert from Pricing Certificate.

<sup>15</sup> Insert from Pricing Certificate.

<sup>16</sup> Insert from Pricing Certificate.

<sup>17</sup> Delete if only Capital Appreciation Bonds are issued.

of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

18

\_\_\_\_\_ ,  
as Paying Agent/Registrar

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

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): \_\_\_\_\_

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

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District

<sup>18</sup> Insert from Officers Pricing Certificate.

of its Unlimited Tax Schoolhouse Bonds, Series 2014B, dated \_\_\_\_\_<sup>19</sup>, in the principal amount of \$ \_\_\_\_\_<sup>20</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency’s Investment Procedure Manual and the Agency’s commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

  
 \_\_\_\_\_  
 Michael L. Williams  
 Commissioner of Education

(e) Initial Capital Appreciation Bond Insertions

The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except for the following alterations:

(1) immediately under the name of the Bond, the headings “YIELD TO MATURITY,” “ORIGINAL PRINCIPAL AMOUNT” AND “MATURITY DATE” shall be completed with the words “As Shown Below” and the heading “CUSIP NO. \_\_\_\_\_” deleted;

(2) in the first paragraph, the words “on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following shall be inserted: “on \_\_\_\_\_<sup>21</sup> in the years, in the Original Principal Amounts and Maturity Amounts and with interest at the compounding rates which produce the respective approximate Yield to Maturity set forth in the following Schedule:

| <u>Year</u> | <u>Original Principal Amount</u> | <u>Yield to Maturity</u> | <u>Maturity Amount</u> |
|-------------|----------------------------------|--------------------------|------------------------|
|             |                                  |                          |                        |

(Information to be inserted from the Pricing Certificate); and

<sup>19</sup> Insert from Pricing Certificate.

<sup>20</sup> Insert from Pricing Certificate.

<sup>21</sup> Insert from Pricing Certificate.

(3) the Initial Capital Appreciation Bond shall be numbered ICA-1.

(4) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(f) Table of Accreted Values.

The Accreted Values of the Capital Appreciation Bonds set forth below shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price, and principal amount (all per \$5,000 of Maturity Amount), together with the interest rate and yield to maturity are as follows. Accreted values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

[ 22 ]

<sup>22</sup> Insert from Pricing Certificate.



CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

We, the undersigned officers of the Board of Trustees of Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the 20<sup>th</sup> day of February, 2014, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

|                  |                |
|------------------|----------------|
| Julie Thompson   | President      |
| Rhonda Zacharias | Vice President |
| Frank Torres     | Secretary      |
| Kay Danziger     | Trustee        |
| Anna Gonzales    | Trustee        |
| Dar Hakimzadeh   | Trustee        |
| Kathryn Kaminski | Trustee        |

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014B IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

\_\_\_\_\_ Member(s) shown present above voted "Aye".

\_\_\_\_\_ Member(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_\_ day of February, 2014.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

# FINANCING TIMETABLE

as of 2/11/2014

## LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014B

| Feb-2014 |    |    |    |    |    |    | Mar-2014 |    |    |    |    |    |    | Apr-2014 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|----------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  | S        | M  | T  | W  | T  | F  | S  | S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |          |    |    |    |    |    | 1  |          |    | 1  | 2  | 3  | 4  | 5  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  | 2        | 3  | 4  | 5  | 6  | 7  | 8  | 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 | 9        | 10 | 11 | 12 | 13 | 14 | 15 | 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 | 16       | 17 | 18 | 19 | 20 | 21 | 22 | 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 23       | 24 | 25 | 26 | 27 | 28 |    | 23       | 24 | 25 | 26 | 27 | 28 | 29 | 27       | 28 | 29 | 30 |    |    |    |
|          |    |    |    |    |    |    | 30       | 31 |    |    |    |    |    |          |    |    |    |    |    |    |

Holiday
  Board Meeting

| <i>Date</i>         | <i>Event</i>   | <i>Responsibility</i> |
|---------------------|--|-----------------------|
| <b>Mon – Feb 10</b> | Distribute first drafts of Preliminary Official Statements (“POS’s”)                         | FA                    |
| <b>Tue – Feb 18</b> | Return comments on POS’s   | All                   |
| <b>Thu – Feb 20</b> | Distribute revised drafts of POS’s   | FA                    |
| <b>Thu – Feb 20</b> | <b>Board Meeting:</b> Adopt bond orders; approve parameters for sale of bonds; approve POS’s | LCISD                 |
| <b>Fri – Feb 21</b> | Submit credit package to rating agencies   | FA                    |
| <b>Thu – Feb 27</b> | Return comments on POS’s   | All                   |
| <b>Fri – Feb 28</b> | Submit applications for Permanent School Fund (“PSF”) guarantee                              | FA                    |
| <b>Fri – Mar 14</b> | Distribute final draft of Series 2014B POS   | FA                    |
| <b>Fri – Mar 21</b> | Receive preliminary approval for PSF guarantee   | LCISD                 |
| <b>Mon – Mar 24</b> | Due diligence conference call  | All                   |
| <b>Wed – Mar 26</b> | Return final comments on Series 2014B POS  | All                   |
| <b>Wed – Mar 26</b> | Receive ratings on Bonds   | LCISD, FA             |
| <b>Thu – Mar 27</b> | Distribute Series 2014B POS  | FA                    |
| <b>Wed – Apr 2</b>  | <b>Price Series 2014B Bonds</b>  | UW                    |
| <b>Thu – Apr 3</b>  | Distribute draft of Series 2014B final Official Statement (“OS”)                             | FA                    |
| <b>Mon – Apr 7</b>  | Return comments on Series 2014B OS   | All                   |
| <b>Mon – Apr 7</b>  | Distribute final draft of Series 2014A POS   | FA                    |
| <b>Wed – Apr 9</b>  | Print and distribute Series 2014B OS   | FA                    |
| <b>Fri – Apr 11</b> | Return final comments on Series 2014A POS  | All                   |
| <b>Mon – Apr 14</b> | Distribute Series 2014A POS  | FA                    |
| <b>Mon – Apr 21</b> | <b>Price Series 2014A Bonds</b>  | UW                    |
| <b>Tue – Apr 22</b> | Distribute draft of Series 2014A final Official Statement (“OS”)                             | FA                    |
| <b>Wed – Apr 23</b> | Distribute draft of closing memorandum   | FA                    |
| <b>Thu – Apr 24</b> | Return comments on Series 2014A OS   | All                   |
| <b>Fri – Apr 25</b> | Print and distribute Series 2014A OS   | FA                    |
| <b>Fri – Apr 25</b> | Distribute closing memorandum  | FA                    |
| <b>Tue – Apr 29</b> | <b>Closing</b>   | All                   |

LCISD = Lamar Consolidated Independent School District  
 BC = Bond Counsel = Bracewell & Giuliani LLP  
 FA = Financial Advisor = First Southwest Company  
 UW = Underwriter = BOSC, Inc.; Piper Jaffray; Raymond James; RBC Capital Markets; Southwest Securities; Wells Fargo  
 UC = Underwriter’s Counsel = TBD

**CONSIDER APPROVAL OF AMENDMENT TO CONTRACT  
FOR SCHOOL RESOURCE OFFICERS**

**RECOMMENDATION:**

That the Board of Trustees consider approval of Amendment 2 to the contract with the City of Rosenberg Police Department for School Resource Officers, and authorize the Superintendent to execute such contract.

**IMPACT/RATIONALE:**

RFP #03-2012 requested a proposal for uniformed School Resource Officer services. These officers are utilized at the districts' secondary campuses and elementary campuses as requested. The proposal requested 9 designated officers for LCISD, and the District reimburses the City of Rosenberg Police Department for the officer's salary, benefits, and administrative costs.

The agreement was renewed, effective 09/01/2013, and shall expire on 08/31/2014. The District and the City of Rosenberg may, upon mutual consent, extend the contract for three (3) additional one-year periods upon written request of the City of Rosenberg Police Department presented prior to the expiration of the contract. The agreement was amended pursuant to Amendment 1 to allow for ten (10) designated officers. Administration is recommending that the agreement be amended to include courier and additional security services.

**PROGRAM DESCRIPTION:**

The City of Rosenberg Police Department will add an additional officer to enhance the security of District personnel and students. The secure transport of currency between LCISD campuses, buildings, and financial institutions has been identified by LCISD as an additional service that is desired to be performed by the Rosenberg Police Department. The City of Rosenberg hereby agrees to add "Secure Courier Services" for LCISD to the list of duties assigned to the School Resource Division under the current Police Services Contract. Performance of this additional service will require the addition of (1) Officer to the current Contract, raising the total number of Officers assigned to the School Resource Division from ten to eleven. The performance of the service will also require the addition of one fully-equipped police vehicle, specifically a Chevrolet Tahoe make and model. The new vehicle and the existing Chevrolet Tahoe already in the LCISD fleet will also require the installation of a safe in the rear area of both vehicles to secure transported contents. LCISD will purchase these safes, and the City of Rosenberg agrees to install them in both vehicles at no cost to the District. Officers assigned to these vehicles will perform the Courier Services as part of their primary duties, in addition to serving as Roving Units that can respond to calls for Police Service District-wide, and provide support as needed to Campus Officers. The aforementioned equipment is being purchased by administration in accordance with Board Policy and state purchasing regulations.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**AMENDMENT 2 TO:  
SECURITY SERVICES CONTRACT  
BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
&  
CITY OF ROSENBERG, TEXAS**

THIS AMENDMENT is made and entered into by and between the Lamar Consolidated Independent School District, hereinafter referred to as "LCISD," and the City of Rosenberg, Texas, hereinafter referred to as "Rosenberg," and in this regard, the parties hereto mutually agree to the terms outlined below.

**WITNESSETH**

WHEREAS, LCISD finds that the continued presence of police officers on LCISD property and/or campuses is beneficial and desirable; and

NOW, THEREFORE, for and in consideration of these premises, LCISD and Rosenberg do hereby stipulate and agree to the following changes in terms:

1. LCISD and Rosenberg mutually agree that the terms and provisions of the original agreement executed by a representative of Lamar Consolidated Independent School District on the 22<sup>nd</sup> day of March 2012 renew automatically for a term of one year ending on August 31, 2014. Three additional one-year renewals remain upon mutual agreement of the parties.
2. Item 4 is amended to read: In consideration for LCISD providing the equipment and cash consideration as herein specified, Rosenberg, through its Chief of Police, shall designate eleven (11) officers to be "primary responsible officers for LCISD." Said officers shall be fully qualified as police officers in the State of Texas and shall primarily be directed by the Chief of Police and other officers of the police force of Rosenberg to patrol and provide a police presence on such properties and campuses owned by LCISD, including without limitation, all LCISD schools.
3. Item 10 is inserted to read: In consideration for LCISD providing the equipment and cash consideration as herein specified, Rosenberg, through its Chief of Police, shall add "Secure Courier Services" for LCISD to the duties assigned to the School Resource Division and to ensure the secure transport of currency between LCISD campuses, buildings, and financial institutions. The performance of the service will also require the addition of one (1) fully-equipped Police vehicle, specifically a Chevrolet Tahoe. The new vehicle and the existing Chevrolet Tahoe already in the LCISD fleet will require the installation of a safe in the rear area of both vehicles to secure transported contents. LCISD will purchase these safes, and the City of Rosenberg agrees to install them in both vehicles at no cost to the District. Officers assigned to these vehicles will perform the Courier Services as part of their primary duties, in addition to serving as Roving Units that can respond to calls for Police Service District-wide, and provide support as needed to Campus Officers.

WITNESS OUR HANDS:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Thomas Randle, Superintendent

Attest: \_\_\_\_\_  
Secretary

CITY OF ROSENBERG

By: \_\_\_\_\_  
Vincent M. Morales, Jr., Mayor

Attest: \_\_\_\_\_  
Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
DIAGNOSTICIANS' WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming March 3 - 7, 2014 as "Diagnosticians' Week" in Texas and in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Diagnosticians provide the leadership in working with parents, teachers and other professionals to develop a coordinated program for students with special needs.

Lamar CISD will use this week as a time to recognize, honor and thank the Educational Diagnosticians for their dedication and for the quality of their work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **Diagnosticians' Week** has been proclaimed by the Governor of Texas to be recognized the week of March 3 - 7, 2014 throughout Texas; and

WHEREAS, **Diagnosticians** in Texas play an important role in the educational, social and emotional development of our children; and

WHEREAS; **Diagnosticians** use specialized training to identify learning disabilities and recommend appropriate special education intervention for students; and

WHEREAS, **Diagnosticians** are in a unique position to consult with professionals in other fields when speech, physical, medical and emotional problems are indicated;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **March 3 - 7, 2014** as **Diagnosticians' Week** in the Lamar Consolidated Independent School District and ask our community to recognize the invaluable contributions made by **Educational Diagnosticians**.

Adopted this 20th day of February 2014.

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Julie Thompson, President

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Frank Torres, Secretary



**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
TEXAS PUBLIC SCHOOLS WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of March 3-7, 2014 as Texas Public Schools Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Texas has historically been dedicated to a strong public education system. Texas Public Schools Week is a tradition begun by the Masonic Lodges of Texas in 1950 and places special emphasis upon education during this celebration of Texas Public Schools. This week marks more than 160 years of a free public education in Texas.

Lamar CISD will be among the more than 1,000 school districts across the state celebrating Texas Public Schools Weeks during March 2014. This year's theme -- "Leave Your Mark" -- highlights the opportunities the school children of Texas will have through Texas Public Schools.

In every field—science, engineering, music, technology, etc.—you see the positive effects of Texas Public Schools. Our students, teachers and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

Parents and community members are invited into the classrooms of Lamar CISD to watch learners in action and the educational process at work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Resolution

WHEREAS, the students of our Texas public schools hold the promise of a future in their capable hands; AND

WHEREAS, the Lamar Consolidated Independent School District provides the tools, framework and solid foundation vital for the future of our children; AND

WHEREAS, the dedicated efforts of parents, educators and community leaders provide the necessary support and strength to our schools, thus providing our children a quality education; AND

WHEREAS, students attain a higher level of achievement because of the commitment to excellence and focus on continued improvement in our schools; AND

WHEREAS, for more than 50 years, the observance of **Celebrate Texas Public Schools Week** has demonstrated the significant impact of education on our future and our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District encourages all citizens to reaffirm their commitment to public schools during **Celebrate Texas Public Schools Week**, March 3-7, 2014 and urges all citizens to support the theme “Leave Your Mark,” by taking time to visit our schools to demonstrate to our students the impact public education has had in raising past, present and future generations of Texans.

Adopted this 20th day of February 2014.

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Julie Thompson, President

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Frank Torres, Secretary



**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the district.

**IMPACT/RATIONALE:**

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.

**PROGRAM DESCRIPTION:**

Texas A&M University issued a grant in the amount of \$3,500 to Foster High School for the Power SET.

Texas A&M University issued a grant in the amount of \$4,500 to Foster High School for the WIT program.

Frost PTO donated \$5,748 to purchase iPads for the library at Frost Elementary School.

Hubenak PTA donated \$17,000 to purchase a playground and sand for Hubenak Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF REQUEST FOR THE HISTORIC SITE EXEMPTION  
QUALIFICATION FOR THE SIMONTON SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve the 2014 Historic Site Exemption Qualification for the Simonton School.

**BACKGROUND INFORMATION:**

The governing body of a taxing unit may exempt from taxation part or all of the assessed value of a structure if the structure is: (1) designated as a Recorded Texas Historical Landmark by the Texas Historical Commission and by the governing body of the taxing unit; or (2) designated as a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit.

A taxing unit may exempt a specific percentage of property value or a fixed dollar amount of value from a historically significant structure. A taxing unit may not freeze the taxes paid on the historic site as of the date the exemption is granted. The taxing unit is allowed to exempt value - either a percentage of the property value or a fixed dollar amount. *The governing body of each jurisdiction has the option to grant or deny this exemption.*

The Simonton School building has been designated as a historical building, and the attached request for property tax exemption was received for consideration by the Board of Trustees. If granted, the historic site tax exemptions would be effective for the 2014 tax year and must be renewed on an annual basis. Osborne Photography currently occupies this building.

In accordance with Board Policy CCG (Local), the Simonton School has applied for a historical tax exemption for the taxes to be levied for the 2014-15 school year.

| <b>TAXPAYER</b> | <b>LOCATION/TYPE OF PROPERTY</b>    | <b>PROPERTY VALUE</b> | <b>ESTIMATED AMOUNT OF TAX RELIEF</b> |
|-----------------|-------------------------------------|-----------------------|---------------------------------------|
| Simonton School | 34935 FM 1093<br>Simonton, TX 77476 | \$308,300             | \$4,285.52                            |

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# Application for Historic or Archeological Site Property Tax Exemption

Property Tax  
**Form 50-122**

FT. BEND CENTRAL APPRAISAL DISTRICT 281-344-8673  
Appraisal District's Name Phone (area code and number)  
2801 B.F. TERRY BLVD ROSENBERG, TX 77471  
Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

### OTHER IMPORTANT INFORMATION

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

### STEP 1: State the Year for Which You are Seeking an Exemption

2014  
State the year for which you are seeking an exemption

### STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

PAULA REESER  
Name of Property Owner  
P.O. Box 546 (34935 FM 1093)  
Mailing Address  
SIMONTON, TX 77476-0546 832-274-6414  
City, State, ZIP Code Phone (area code and number)

Property Owner is a(n) (check one):  
 individual  partnership  corporation  other (specify): \_\_\_\_\_

PAULA REESER OWNER TDL# 06954316  
Name of Person Preparing this Application Title Driver's License, Personal I.D. Certificate, or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number: .....

\* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 11.48(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

### STEP 3: Describe the Property for Which You are Seeking an Exemption

SIMONTON SCHOOL  
34935 FM 1093, SIMONTON, TX 77476  
Address, City, State, ZIP Code  
0092 T WESTALL, ACRES 1.3015 R-40143  
Legal Description (if known) Appraisal District Account Number (if known)





Application for Historic or Archeological Site Property Tax Exemption

Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation

Has the property been designated as a Recorded Texas Historic Landmark under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission? ...  Yes  No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ...  Yes  No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

STEP 6: Read, Sign, and Date

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

sign here

*Paula Reeder*  
Authorized Signature

*1/13/2014*  
Date

*PAULA REEDER.*  
Printed Name

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10, Penal Code.

Paui

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**From:** "Charles Sadnick" <Charles.Sadnick@thc.state.tx.us>  
**To:** <lanhaiser@aol.com>  
**Sent:** Tuesday, February 01, 2011 9:10 AM  
**Attach:** RTHL signature.doc; 11FB02 marker invoice 2.1.2011.pdf  
**Subject:** 2011 Historical Marker Fee and RTHL Signature Form

Dear Bettye,

Congratulations! The THC Commissioners officially approved your historical marker application number 11FB02 for the Simonton School marker at their recently quarterly meeting. The marker fee of \$750 is now due, payable by March 17, 2011. Attached is a payment form and an RTHL signature form.

The Historical Marker Team  
Texas Historical Commission  
[www.thc.state.tx.us](http://www.thc.state.tx.us)

3/3/2013

## SIMONTON SCHOOL

IN 1893, SIMONTON COMMON SCHOOL DISTRICT NO. 10 FORMED. J. B. JAMISON AND J. W. MULLINS DEEDED LAND AT THIS SITE FOR A NEW FRAME SCHOOL IN 1911. IN 1925, NOTED HOUSTON ARCHITECT LOUIS GLOVER DESIGNED THIS TWO-STORY SCHOOL FOR NINE GRADES. THE ART DECO-STYLE BUILDING HAS A STUCCOED BRICK SYMMETRICAL FACADE WITH PORTICOES, GROUPED WINDOWS AND ORNAMENTATION TILES. CLASSROOMS WERE ON THE FIRST FLOOR, WITH AN AUDITORIUM, STAGE, DRESSING ROOMS AND KITCHEN ABOVE. THE FACILITY ALSO HOSTED COMMUNITY DANCES, SUPPERS, ELECTIONS, CHURCH SERVICES, AND HOME CANNING DURING THE GREAT DEPRESSION. LAMAR CONSOLIDATED ISD ANNEXED SIMONTON IN 1950

RECORDED TEXAS HISTORIC LANDMARK - 2011  
MARKER IS PROPERTY OF THE STATE OF TEXAS



**Paula**

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**From:** "Charles Sadnick" <Charles.Sadnick@thc.state.tx.us>  
**To:** <lanhaiser@aol.com>  
**Sent:** Tuesday, February 01, 2011 9:10 AM  
**Attach:** RTHL signature.doc; 11FB02 marker invoice 2.1.2011.pdf  
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The Historical Marker Team  
Texas Historical Commission  
[www.thc.state.tx.us](http://www.thc.state.tx.us)

3/3/2013

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

**RECOMMENDATION:**

That the Board of Trustees approve the renewal of the District's property insurance coverage from March 1, 2014 thru May 31, 2015 with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. with an option to renew for a maximum of two years provided the premium is acceptable to the District.

**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.

This year's proposal provides the District with the same limits currently provided with a \$50,117 decrease in premium from \$1,363,721 to \$1,313,604 and three months additional coverage.

**PROGRAM DESCRIPTION:**

The District initiated a process for procuring proposals through advertisements and emails. Fifteen agents were notified of the process and asked to state the intent to submit a proposal. Four agents informed the District of their intent and provided the District with a list of preferred carriers. Additionally there were three agents that did not submit bids. 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            | 15 months          | 12 months                          | 12 months          | 12 months          | 12 months          |
|--|--------------------|--------------------|------------------------------------|--------------------|--------------------|--------------------|
| <b>Agent &amp; Company</b>             | McGriff/Lexington  | McGriff/Lexington  | Alamo/AmRise                       | Alamo/AmRise       | Alamo/AmRise       | Alliant/Lloyds     |
| Replacement Cost Values                | 916,666,594        | 943,587,274        | 943,587,274                        | 943,587,274        | 943,587,274        | 943,587,274        |
| Primary Premium                        | 1,363,721          | 969,367            | 1,594,632                          | 1,669,632          | 1,669,632          | 1,416,685          |
| Excess (XS) Premium                    | 0                  | 326,533            | 0                                  | 0                  | 0                  | 0                  |
| Equipment Breakdown Premium            | Included           | 17,704             | Not Included                       | Included           | Included           | Not Included       |
| Scheduled Property Premium             | Included           | Included           | Included                           | Included           | Included           | Included           |
| Terrorism Premium - Not included       |                    | \$18,478           | Not Included                       | Not Included       | Not Included       | \$78,683           |
| <b>Total Annualized Premium</b>        | <b>\$1,363,721</b> | <b>\$1,313,604</b> | <b>\$1,594,632</b>                 | <b>\$1,669,632</b> | <b>\$1,744,632</b> | <b>\$1,416,685</b> |
| <b>Named Wind Deductible %</b>         | 5%                 | 5%                 | 5%                                 | 5%                 | 5%                 | 5%                 |
|  | 0.1488             | 0.1114             | 0.1690                             | 0.1769             | 0.1849             | 0.1501             |
| <b>Limits</b>                          |                    |                    |                                    |                    |                    |                    |
| Other than Wind Limit (AOP)            | 100,000,000        | 100,000,000        | 100,000,000                        | 100,000,000        | 100,000,000        | 25,000,000         |
| <b>Unnamed Wind/Hail Limit</b>         | 100,000,000        | 100,000,000        | 100,000,000                        | 100,000,000        | 100,000,000        | 25,000,000         |
| <b>Named Wind Limit</b>                | 25,000,000         | 25,000,000         | 10,000,000                         | 10,000,000         | 10,000,000         | 25,000,000         |
| <b>Flood Limit-Unnamed</b>             | 10,000,000         | 10,000,000         | 10,000,000                         | 10,000,000         | 10,000,000         | 10,000,000         |
| <b>Flood Limit-Named Storm</b>         | 25,000,000         | 25,000,000         | 10,000,000                         | 10,000,000         | 10,000,000         | 10,000,000         |
| Business Income or Extra Expense Limit | 5,000,000          | 5,000,000          | 100,000                            | 1,000,000          | 1,000,000          | 5,000,000          |
| <b>Flood Zones</b>                     | Not Zones A & V    | Not Zones A & V    | All Zones                          | All Zones          | All Zones          | All Zones          |
| <b>Terrorism Limit</b>                 | 100,000,000        | 100,000,000        |                                    |                    |                    | 25,000,000         |
| <b>Deductibles</b>                     |                    |                    |                                    |                    |                    |                    |
| Other than Wind Deductible (AOP)       | 100,000            | 100,000            | 100,000                            | 100,000            | 100,000            | 100,000            |
| <b>Unnamed Wind/Hail Deductible</b>    | 100,000            | 100,000            | 250,000                            | 250,000            | 250,000            | 100,000            |
| <b>Named Wind Minimum Deductible</b>   | 250,000            | 250,000            |                                    | 250,000            | 250,000            | 100,000            |
| <b>Named Wind Maximum Deductible</b>   | 45,833,330         | 47,179,364         | No Max                             | No Max             | No Max             | 100,000            |
| <b>Flood Deductible-Unnamed</b>        | 250,000            | 250,000            | 250,000                            | 250,000            | 250,000            | 100,000            |
| <b>Flood Deductible-Named Storm</b>    | Incl Named Storm   | Incl Named Storm   | 250,000                            | 250,000            | 250,000            | Incl Named Storm   |
| <b>Minimum Deductible</b>              | 250,000            | 250,000            | 250,000                            | 250,000            | 250,000            | 100,000            |
| <b>Maximum Deductible</b>              | Incl Named Storm   | Incl Named Storm   | 350,000                            | 350,000            | 350,000            | Incl Named Storm   |
| <b>Flood Restrictions</b>              | Not Zones A & V    | No Coverage in     | Zone A, V, B, X500 \$250K + \$100K |                    |                    | Includes Zone A    |
| <b>Equipment Breakdown</b>             |                    |                    |                                    |                    |                    |                    |
| Limit                                  | 100,000,000        | 100,000,000        | Not Offered                        | 50,000,000         | 50,000,000         | Not Offered        |
| Deductible                             |                    | 100,000            |                                    | 100,000            | 100,000            |                    |
| <b>Scheduled Property</b>              | Values included    | Values included    | Values included                    | Values included    | Hartford           | Values included    |
| Total Values                           | 11,838,690         | 11,838,690         | 11,838,690                         | 11,838,690         | 11,838,690         | 11,838,690         |
| Deductible                             | 100,000            | 100,000            | 100,000                            | 100,000            | 5,000/2,500        | 100,000            |

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**CONSIDER APPROVAL OF RENEWAL OF ANNUAL BUILDING ENVELOPE  
MAINTENANCE/REPAIR SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve the renewal (for Year 2) of CSP 41-2012 to Restoration Services (as the primary contractor) and PRC Roofing (as the secondary contractor) for the annual building envelope maintenance/repair services.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal 41-2012 requested hourly rates, travel hours, and percent markup for an annual building envelope maintenance/repair services contract. This proposal covers all District facilities.

The Maintenance and Operations department worked with the Purchasing department and PBK Architects on bid specifications, evaluation, and award recommendation. Six (6) roofing/waterproofing contractors submitted proposals. The proposals were evaluated through a twelve (12) point criteria published in the bid.

**PROGRAM DESCRIPTION:**

This agreement commenced January 1, 2013 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 the exception of any documented increase in labor, material, or disposal cost delineated by the contractor and accepted by the District prior to renewal.

Submitted by: Jill Ludwig, Chief Financial Officer  
Aaron Morgan, Director of Maintenance & Operations  
Kevin McKeever, Administrator of Maintenance & Operations  
Robin Sheehan, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# **BID TABULATION**



2012 Annual Building Envelope Maintenance / Repair Services

Lamar Consolidated Independent School District

LCISD Proposal Number: 41-2012

PBK Project Number: 12198

Proposal Date and Time: Tuesday, December 4, 2012 at 2:00 P.M.

|   | Restoration Services, Inc. | PRC Roofing Company Inc. | Ally Roofing Services | Atlas Universal, Inc. | F.W. Walton, Inc. | J R Jones, Inc. |
|---|----------------------------|--------------------------|-----------------------|-----------------------|-------------------|-----------------|
| <b>BASE PROPOSAL</b>  |                            |                          |                       |                       |                   |                 |
| <b>A. Dollars per man hour</b>  | <b>\$32.48</b>             | <b>\$35.00</b>           | <b>\$45.00</b>        | <b>\$34.00</b>        | <b>\$32.00</b>    | <b>\$35.00</b>  |
| <b>B. Travel Hours</b>  | <b>1 hour</b>              | <b>1 hour</b>            | <b>2 hours</b>        | <b>2 hours</b>        | <b>2 hours</b>    | <b>1 hour</b>   |
| <b>C. Percent Markup of Materials</b>   | <b>15%</b>                 | <b>12%</b>               | <b>10%</b>            | <b>15%</b>            | <b>20%</b>        | <b>10%</b>      |
| <b>UNIT PRICES</b>  |                            |                          |                       |                       |                   |                 |
| <b>A. Unit Price No. 1:</b> Replacement (3 courses high) of brick (match existing) through wall stainless steel receiver and water proofing membrane: | <b>\$70/lf</b>             | <b>\$75/lf</b>           | <b>\$50/lf</b>        | <b>\$86/lf</b>        | <b>\$120/lf</b>   | <b>\$85/lf</b>  |
| <b>B. Unit Price No. 2:</b> Replacement (12" high) of plaster through wall stainless steel receiver and water proofing membrane:                      | <b>\$90/lf</b>             | <b>\$75/lf</b>           | <b>\$50/lf</b>        | <b>\$55/lf</b>        | <b>\$120/lf</b>   | <b>\$54/lf</b>  |
| <b>ADDENDA – None</b>   |                            |                          |                       |                       |                   |                 |
|   |                            |                          |                       |                       |                   |                 |
| <b>TOTAL BASE PROPOSAL - (Based on a 6 hour scope of work)</b>  | <b>\$227.36</b>            | <b>\$245.00</b>          | <b>\$360.00</b>       | <b>\$272.00</b>       | <b>\$256.00</b>   | <b>\$259.00</b> |



**Architecture  
Engineering  
Planning  
Facility Consulting**

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046 USA  
Phone: 713-965-0608  
Fax: 713-961-4571

December 6, 2012

**VIA: E-MAIL / U.S. MAIL**

Mr. Aaron F. Morgan  
Director of Maintenance and Operations  
Lamar Consolidated Independent School District  
4911 Ave I  
Rosenberg, Texas 77471

**RE: 2012 ANNUAL BUILDING ENVELOPE MAINTENANCE / REPAIR SERVICES**  
Lamar Consolidated Independent School District  
LCISD Proposal No.: 41-2012  
PBK Project No.: 12198

Dear Mr. Morgan:

On Tuesday December 4, 2012, Competitive Sealed Proposals were received at the Administration Building of the Lamar Consolidated Independent School District for the **2012 ANNUAL BUILDING ENVELOPE MAINTENANCE / REPAIR SERVICES**. Proposals were opened at 2:00 PM from a total of six (6) roofing/waterproofing contractors. Please refer to the attached proposal tabulation sheet for complete proposal results.

In accordance with the requirements of Senate Bill 669, the six (6) proposals were evaluated with the twelve (12) published evaluation criteria described in the specifications. Based on a thorough review and analysis of the submitted proposals and their accompanying qualification statements, bonds and other provided information, PBK Facility Consulting Division hereby recommends that the Board of Trustees of Lamar Consolidated Independent School District enter into a formal agreement with Restoration Services Inc. (as the Primary Contractor) and PRC Roofing Company Inc. (as the Secondary Contractor).

Both recommended roofing contractor are reputable companies and are very active in the Houston area school and construction market. Both contractors have performed past re-roofing projects in Conroe independent School District, Katy Independent School District and Lamar Consolidated Independent School District, as well as others. Restoration Services is currently working with Katy ISD and Conroe ISD under a similar maintenance program.

If you have any questions concerning the proposed contractors or our recommendations for acceptance, please do not hesitate to contact us.

We would like to express our sincere thanks to you, the Board of Trustees and all of the Lamar Consolidated Independent School District staff for the assistance we received during the planning phase of this project. We look forward to a successful Annual Building Envelope Maintenance / Repair Services project.

Sincerely,  
**PBK Facility Consulting Division**

Todd Spore, President of Facility Consulting Division

Attachment: Proposal Tabulation Sheet  
Evaluation Tabulation Sheet

cc: Mr. Rick Blan, PBK  
File 4C

**CONSIDER APPROVAL OF INTERLOCAL COOPERATION CONTRACT  
WITH THE TEXAS GENERAL LAND OFFICE**

**RECOMMENDATION:**

That the Board of Trustees approve an Interlocal Cooperation Contract with the Texas General Land Office for the purchase of natural gas.

**IMPACT/RATIONALE:**

Lamar CISD currently has 19 natural gas meters located on secondary campuses that qualify for this program. This program will allow the District to purchase natural gas on a greater volume and at a lower cost. The first year the district should see a saving of \$34,875.78. The savings the next year should increase to \$52,000. The first year savings is lower due to the cost of the metering equipment needed for this program. The cost of the natural gas will be determined each month thru the Houston Ship Channel Index plus a Market Demand Factor of \$0.33 per MMBtu plus reimbursement of all CenterPoint Tariff charges. 100% of the funds earned by the Texas General Land Office will be committed to the State's Permanent School Fund supporting public schools.

**PROGRAM DESCRIPTION:**

Upon approval the Texas General Land Office will begin the installation of the metering equipment and the contract will go into effect April 1, 2014 through March 31, 2017.

Submitted by: J. Kevin McKeever, Administrator for Operations  
Aaron Morgan, Region 4  
Paul Gutowsky, Energy Coordinator

Recommended for approval:



Dr. Thomas Randle  
Superintendent



## INTERLOCAL COOPERATION CONTRACT GLO CONTRACT NO. 14-262-000-8398

This Interlocal Cooperation Contract (Contract) is entered into by and between the General Land Office (GLO) and Lamar CISD, Vendor ID #74-6002016 (Receiving Agency), pursuant to the authority granted by and in compliance with the provisions of "The Interlocal Cooperation Act", Sec. 791.001, *et seq.*, Tex. Gov't Code Ann. (Vernon 2004 & Supp. 2006).

### I. TERM AND AMOUNT OF CONTRACT

1.01 **Term:** This Contract shall be effective for a Primary Term of April 1, 2014 through March 31, 2017.

**HOWEVER**, the Contract shall be extended for each subsequent biennium if the requisite funding is appropriated by the Texas Legislature for the GLO and Receiving Agency for such biennium

1.02 For and in consideration of the GLO's satisfactory performance under this Contract, which requires the delivery of an undeterminable quantity of natural gas, the Receiving Agency shall pay to the GLO, on a unit basis, the amount specified by the terms of this contract.

### II. DEFINITIONS

**Certain Defined Terms:** Unless the context clearly requires otherwise, the capitalized terms defined below shall have the following meanings:

**"Btu"** shall mean one (1) British thermal unit.

**"Contract Maintenance Fee"** shall mean the fee the GLO charges per MMBtu delivered in accordance with 31 Texas Administrative Code §3.31(b)(19)(A) and which is recorded on Exhibit A.

**"Early Termination Damages"** shall mean the difference between (a) the Fixed Gas Price times the Fixed Gas Volume(s) remaining to be supplied or purchased under this Contract, plus the



Index Gas Price times the Index Gas Volume(s) remaining to be supplied or purchased under this Contract and (b) the Market Value of the Fixed Gas Volume(s) and Index Gas Volume(s) remaining to be supplied or purchased under similar circumstances under this Contract.

**“Early Termination Date”** shall mean the date the Party authorized to do so establishes as the date the Contract terminates upon an Event of Default or the date of written termination notification by either Party that occurs prior to the termination date contemplated under Section 1.01. An Early Termination Date established under Sections 6.02 and 6.03 must be on the first day of a month.

**“Event of Default”** shall mean that a Party fails to perform any material term or condition of the Contract, provided that such failure is not caused by Force Majeure.

**“Fixed Gas Price”** shall mean the predetermined price of natural gas per MMBtu recorded on Exhibit A.

**“Fixed Gas Volume(s)”** shall mean the volume(s) of natural gas designated by Receiving Agency on Exhibit B to be priced at the Fixed Gas Price.

**“Force Majeure”** shall mean the occurrence of any of the following for the period of time, if any, that the performance by either or both Party’s material obligations under this Contract are actually, materially, or reasonably delayed or prevented thereby: the enactment, imposition, or modification of any applicable law which occurs after the effective date of this Contract; governmental actions, whether federal, state, military or local, or any application of governmental conservation or curtailment rules or regulations; transportation or natural gas supplier strikes, lockouts, or other industrial disturbances; acts of God, terrorism, wars, blockades, insurrections, riots, civil disturbances, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction, radiation, or radioactive contamination; accidents to machinery or lines of pipe; production of lines of pipe; imposed, scheduled or unscheduled shutdowns or curtailments of lines of pipe for inspection, testing, maintenance, or repair; or any other occurrence, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the Party claiming the right to delay performance on account of such occurrence and which is not a result of the negligence, willful misconduct, or actions under the control of, the Party claiming the right to delay performance on account of such occurrence. Force Majeure shall not include fluctuations in the market price for natural gas or System Operating Expenses.

**“Full Requirements”** shall mean the Receiving Agency’s total natural gas requirements to be used only for operations, which includes providing gas to Receiving Agency’s tenants, if any, at the facilities identified in Exhibit A.

**“Gas Daily Price”** shall mean the midpoint price stated in the *Platts Daily Price Guide* or successor publication for the applicable Index Gas Price as referenced in Exhibit A.

**“Imbalance Costs”** shall mean all costs, including mitigation costs, incurred by the GLO for Imbalance Gas, resulting from the GLO’s use of information in Exhibit B or any subsequent amendment(s) thereto.

**“Imbalance Gas”** shall mean the difference between a Transporter’s receipts and deliveries of natural gas for the complete transportation path of the gas to the Points of Delivery.

**“Index Price”** shall mean the price posting as first published each month in *Platts Gas Daily* price guide in the section titled “Market Centers,” under the heading and subheading specified in Exhibit A, or in the event such publication is unavailable, a price agreed to by the GLO and Receiving Agency.

**“Index Gas Price”** shall mean Index Price plus Market Demand Factor.

**“Index Gas Volume(s)”** shall mean the volume(s) of natural gas designated by Receiving Agency in Exhibit B to be priced at the Index Gas Price, including any amount of natural gas supplied pursuant to Section 4.04.

**“LDC”** shall mean a local distribution company.

**“Market Demand Factor”** shall mean an adjustment to the Index Price, as determined by the GLO, to account for market factors, including but not limited to, supply, transportation and imbalance management and aggregation services performed by the GLO.

**“Market Value”** shall mean any or all of the settlement prices of NYMEX natural gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchase and any other bona fide third-Party offers, all adjusted for the length of term and transportation costs to the Points of Delivery recorded in Exhibit A.

**“MMBtu”** shall mean one million (1,000,000) Btu’s.

**“Monthly Gas Consumption Form”** shall mean the form attached hereto as Exhibit B that the Receiving Agency shall submit to the GLO wherein Receiving Agency designates its Monthly Scheduled Quantity.

**“Monthly Invoices”** shall mean invoice(s) generated by the GLO for the delivery of natural gas, the balance forward from the preceding billing month and payments received during the current billing month setting out the total amount due by Receiving Agency for the time periods specified therein.

**“Monthly Scheduled Quantity”** shall mean the total volume(s) of natural gas consumption per month in MMBtu the Receiving Agency reported on the most recent Exhibit B, filed in accordance with Section 3.03, and which is the amount of natural gas GLO will schedule for delivery to the Receiving Agency for the designated period(s). If no current Exhibit B from the Receiving Agency is on file at the GLO or, if one is filed, does not contain schedules volume(s)

of natural gas consumption for a specific time period, the GLO will, in its sole discretion, schedule the volume(s) of natural gas to supply to the Receiving Agency for that period.

“**NYMEX**” shall mean the New York Mercantile Exchange.

“**Party**” or “**Parties**” shall mean the GLO or Receiving Agency individually or collectively as use of the term implies.

“**Points of Delivery**” shall mean the delivery interconnects more specifically identified in Exhibit A.

“**Prior Period Adjustment**” shall mean any adjustments, including but not limited to, actual delivered natural gas volumes, meter reading errors, or any other factor(s) which may affect the resulting actual cost of delivered natural gas supplies and other services made to any previous monthly invoice resulting in the actual cost to the Receiving Agency.

“**Service Meter**” shall mean the instrument for measuring and indicating or recording the volume of natural gas consumed by Receiving Agency.

“**System Operating Expense(s)**” shall mean the cost incurred by the GLO to supply volume(s) of natural gas to the Points of Delivery identified in Exhibit A, and includes but is not limited to, transportation charges, park-and-lean charges, cash outs, fuel charges, meter or metering charges, fees and taxes, including all Imbalance Costs actually incurred or reasonably allocated by the GLO before or after the Points of Delivery. The System Operating Expense(s) may be modified by the GLO to reflect any actual cost increases or decreases to the various cost components comprising the System Operating Expense(s).

“**Telemetry Recovery Charges**” shall mean actual telemetry costs, if any, incurred by the GLO. Receiving Agency has the option prior to the initial month of flow to notify the GLO in writing that it desires to prorate the actual telemetry costs plus 4% annual interest over a term not to exceed the last month noted on Exhibit B. These charges will be calculated as follows: (actual telemetry costs plus (actual telemetry costs multiplied by (4% multiplied by the desired months of proration divided by 12))) divided by the desired months of proration to determine the monthly recovery charge billed. Receiving Agency has requested that 50% of the actual telemetry installation costs be billed prior to September 1, 2014, such charges not to incur an interest charge. The remaining 50% actual telemetry installation costs will be billed immediately after September 1, 2014, bearing a prorated annual interest charge of 4% from the date paid by the GLO until payment is due by the Receiving Agency.

“**Transporter**” shall mean the pipeline company(s) that transports natural gas for the GLO.

### **III. STATEMENT OF SERVICES TO BE PERFORMED**

3.01 **Provision of Natural Gas:** The GLO agrees to sell and the Receiving Agency agrees to buy the Receiving Agency’s Full Requirements of natural gas on the terms and conditions set

forth herein; but only insofar as the GLO makes said gas available for sale to the Receiving Agency. If this contract is extended into a new biennium pursuant to Section 1.01, the GLO and the Receiving Agency shall, by written agreement, amend Exhibit A and Exhibit B, otherwise the GLO will, in its sole discretion, schedule the volume(s) of natural gas to supply to the Receiving Agency for that period.

In the event that the amount of natural gas made available to the Receiving Agency by the GLO is inadequate to satisfy the natural gas requirements of Receiving Agency, the Receiving Agency is solely responsible for obtaining any additional natural gas. In such instance, the GLO shall bear no financial responsibility for, or liability relating to, such gas.

**3.02 Use of Natural Gas:** The Receiving Agency agrees that the natural gas purchased under the terms and conditions of this Contract shall be used only for the operational needs of the facilities, which includes providing gas to Receiving Agency's tenants, if any, identified in Exhibit A and may not be resold for any purpose or use whatsoever.

**3.03 Monthly Gas Consumption Form:** Upon execution of the Contract and annually thereafter, or from time to time as changed conditions require, the Receiving Agency shall complete and submit to the GLO a Monthly Gas Consumption Form in accordance with 31 Tex. Admin. Code §8.8.

**3.04 Fixed Gas Volume(s):** The Parties will execute an Exhibit A for purposes of locking in a Fixed Gas Price for the duration of time designated in Exhibit A and will execute an Exhibit B to designate the monthly volume of natural gas to be purchased at the Fixed Gas Price. Exhibit A and Exhibit B shall be amended in accordance with section 3.10.

**3.05 Future Month Quantity Amendments:** In accordance with Section 3.10, volume(s) of natural gas designated to be purchased at the Index Gas Price on the most recent Exhibit B may be amended by execution of Exhibit C (Confirmation Of Amendments to Scheduled Gas Volumes) and attaching a revised Exhibit B at any time no less than two (2) weeks prior to the month for which the change is to be effective. The amended Exhibit B volume(s) shall not be effective until the GLO acknowledges its approval in writing.

**3.06 Intra-Month Quantity Amendments:** In order to mitigate the inevitable discrepancies between scheduled volume(s) and actual consumption of natural gas designated as Index Gas Price the Parties agree that the Receiving Agency may amend its scheduled volume(s) at any mutually agreeable time by execution of Exhibit C. The execution of Exhibit C will have the effect of amending Exhibit B; **however, intra-month amended Exhibit B volume(s) are not binding on the GLO.** The GLO will make commercially reasonable attempts to effectuate intra-month scheduled amendments, but makes no guarantee that they can be implemented or that avoidance of Imbalance Costs can be achieved.

**3.07 Imbalance Costs:** The Receiving Agency shall bear all Imbalance Costs.

3.08 **Transportation Agreements:** The Receiving Agency, if necessary, shall enter into separate agreements to transport the volume(s) of natural gas received under this Contract. The Receiving Agency is directly and independently responsible to such Transporter or LDC for all transportation costs from the Points of Delivery to the Service Meter(s) at Receiving Agency's facilities identified in Exhibit A.

3.09 **Title to Gas:** Title to the natural gas, its control and possession, risk of loss, and liability for damages and injuries, shall pass to the Receiving Agency upon delivery of the natural gas to the Service Meter(s) at Receiving Agency's facilities identified in Exhibit A.

3.10 **Exhibit Amendments:** Exhibit A, Exhibit B, and Exhibit C of this Contract may be amended through the mutual agreement of the Parties by the execution of new exhibits signed and dated by both Parties. Receiving Agency hereby expressly grants authority to Dr. Thomas Randle or Jill Ludwig (INITIALED BY: \_\_\_\_; \_\_\_\_ ) to execute amendments for Exhibit A and Kevin Mckeever or Paul Gutowsky (INITIALED BY: \_\_\_\_; \_\_\_\_ ) to execute amendments to Exhibit B and Exhibit C.

#### **IV. BILLING AND STATEMENT OF CHARGES**

4.01 **Billing:** The GLO shall bill the Receiving Agency via Monthly Invoices that shall be delivered via the United States Postal Service, electronic mail, or facsimile at the GLO's option to the Receiving Agency on or before the last working day of the month following the month of delivery.

4.02 **Invoicing:** The Monthly Invoices indicate the total sum of:

- (i) Fixed Gas Volume(s) times the Fixed Gas Price, **WHETHER OR NOT SUCH QUANTITY IS ACTUALLY TAKEN BY THE RECEIVING AGENCY DURING THE MONTH**, plus
- (ii) the product of the month's designated or scheduled Index Gas Volume(s) times the Index Gas Price, plus
- (iii) a positive or negative Prior Period Adjustment reflecting the difference, if any, between the previous month's designated or scheduled Index Gas Volume(s) and the actual Index Gas Volume(s) supplied, plus
- (iv) the Contract Maintenance Fee, plus
- (v) System Operating Expenses, plus
- (vi) Telemetry Recovery Charges, plus
- (vii) any charges incurred under Sections 4.04, 4.05 or 4.06.

4.03 **Default Gas Pricing:** For any month during the term of this Contract for which Exhibit A pricing is not in effect, all natural gas supplied to Receiving Agency will be sold per MMBtu at a price equal to the total sum of: the greater of (i) the first of the month Index Price

for the month of flow times 120% or (ii) the average of the Gas Daily Price relative to the referenced Index Price for the month of flow times 120%, plus (a) the Contract Maintenance Fee, and (b) the System Operating Expenses.

**4.04 Excess Usage Pricing:** If the Index Gas Volume(s) of natural gas received by the Receiving Agency exceeds the Monthly Scheduled Quantity of Index Gas Price gas, such excess will be priced as follows:

- (i) if the Transporter utilizes a cash out provision, the actual excess quantity used times the Transporter's cash out contract price plus the associated transportation charges; or
- (ii) if the Transporter does not utilize a cash out provision and the natural gas received by the Receiving Agency exceeds 105% of the Monthly Scheduled Quantity of Index Gas Volume(s), all volume of natural gas exceeding 100% of the Monthly Scheduled Quantity will be priced at the greater of (a) the first of the month Index Price for the month of flow times 120% or (b) the average of the Gas Daily Price relative to the referenced Index Price for the month of flow times 120%.

**4.05 Shortfall Usage Pricing:** If the Receiving Agency does not accept delivery of the Monthly Scheduled Quantity of Index Gas Volume(s), the Receiving Agency shall pay the GLO as follows:

- (i) if the Transporter utilizes a cash out provision, the quantity of natural gas not accepted times the positive difference between the Index Gas Price for that particular quantity of natural gas minus the cash out price the Transporter paid the GLO for the Monthly Scheduled Quantity not accepted plus associated transportation charges; or
- (ii) if the Transporter does not utilize a cash out provision and the Receiving Agency does not accept delivery of at least 95% of the Monthly Scheduled Quantity of Index Gas Volume(s), the positive difference between the Index Gas Price for that quantity of natural gas not accepted less the lesser of (a) 80% of the first of month Index Price for the month of flow times the quantity of natural gas not accepted or (b) 80% of the average of the Gas Daily Price for the referenced index for the month of flow times the quantity of natural gas not accepted, plus (c) the actual transportation cost for all scheduled volume(s). For the purposes of subsection (i) and (ii), the phrase "quantity of natural gas not accepted" shall mean the difference in the volume(s) of gas listed on the most recently filed or amended Exhibit B or Exhibit C and the gas actually accepted for the applicable time periods.

**4.06 Special Aggregation Provision:** For the calculations contemplated by subsections (ii) of sections 4.04 and 4.05, the GLO will, aggregate the Monthly Scheduled Quantity of Index Gas Volume(s) for Receiving Agency's and locations, where the LDC creates or allows a pool, and aggregate the natural gas index volumes actually accepted by the pooled Receiving Agency's at the locations provided for in their respective contracts. Any imbalance fee imposed by the GLO will be apportioned among those Receiving Agencies based upon their pro rata contribution to any resulting imbalance. However, in no event will the imbalance fee under this

section exceed the imbalance fee for the Receiving Agency on a stand alone basis. The aggregation provided for in this special provision shall apply to each LDC, provided that the LDC provides an aggregation benefit for public retail customers.

## **V. PAYMENT FOR SERVICES**

**Payment Methods and Due Date:** Payments by check, electronic fund transfer or interagency transaction voucher (ITV), unless otherwise agreed, are the only acceptable methods of Payment. Payment is due no later than thirty (30) calendar days from date of receipt of the Statement of Charges for all undisputed charges. If the invoiced party disputes the amount of any such Statement of Charges, such invoiced party shall, within five (5) days of the payment due date, provide supporting documentation to support the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available to enforce its rights pursuant to this contract. Payment upon receipt of the Statement of Charges after a reasonable process period is encouraged, as the GLO must pay for purchased natural gas by the 25<sup>th</sup> of the month following the month of delivery. Payments involving ITVs shall be executed according to the guidelines established by Accounting Policy Statement Number 14 (entitled "Interagency Payments and Receipts" in Publication APS-14), or successor guidelines, under the Uniform Statewide Accounting System (Comptroller of Public Accounts, Accounting Policy Statements). ITV payments are to be made to the Texas General Land Office, **VENDOR NUMBER 33053053055000**, using **RTI NUMBER 305002**.

## **VI. DEFAULT AND TERMINATION**

**6.01 Early Termination:** Subject to payment of Early Termination Damages, either Party may terminate this Contract early by giving at least thirty (30) days written notice to the other Party.

**6.02 Early Termination Date:** The terminating Party may establish the Early Termination Date. The non-terminating Party shall thereafter determine any Early Termination Damages in a commercially reasonable manner.

**6.03 Event of Default Early Termination Date:** The non-defaulting Party may establish the Early Termination Date. The non-defaulting Party shall thereafter determine any Early Termination Damages in a commercially reasonable manner.

**6.04 Non-Performance due to Force Majeure:** Any delays in or failure of performance by either Party, except in respect of the obligation of payments under this Contract, due to Force Majeure shall not constitute an Event of Default. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall, to the extent practical, exercise due diligence to prevent, eliminate, or overcome such Force Majeure event and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, either Party may terminate this Contract

immediately upon written notification to the other Party. Upon such termination, the terminating Party shall be responsible for Early Termination Damages, which shall be due and payable in accordance with Section 6.05 below.

**6.05 Early Termination Damages Payment Obligation and Due Date:** Early Termination Damages and all previously incurred charges pursuant to this Contract, are due and payable to the non-defaulting or non-terminating Party upon early termination or default. Early Termination Damages are due and payable thirty (30) days after the non-terminating or non-defaulting Party invoices the other Party.

## **VII. MISCELLANEOUS PROVISIONS**

**7.01 Assignment:** Either Party may assign this Contract upon written notice and prior approval of the other Party. Such approval shall not be unreasonably refused.

**7.02 Entire Agreement:** This Contract constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Contract shall be binding except by a subsequent written modification signed by both Parties. The foregoing notwithstanding, the Parties may change non-substantive terms, including but not limited to names, addresses and account numbers, without the approval of the other Party. The Party making the non-substantive change shall provide the other Party written notice of the change within five (5) days of the change.

**7.03 Compliance with Other Laws:** Incorporated by reference, the same as if specifically written herein, are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those pertinent rules and regulations of the State of Texas and those of federal agencies providing funds to the State of Texas, all of which shall apply to the performance of the Parties hereunder.

**7.04 Dispute Resolution:** The Parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract. The dispute resolution process in Chapter 2009 and Chapter 2260, Government Code, must, to the extent applicable to this Contract, be used to resolve any dispute, other than a dispute regarding an invoiced amount, arising under this Contract; provided however, that nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas state law. All disputes arising out of alleged errors in the monthly invoice shall be conducted in accordance with §771.008, Government Code "The Interagency Cooperation Act". This provision shall not apply to any matter with respect to which the GLO or Receiving Agency may make a decision within its sole and complete discretion.

**7.05 Venue:** Venue of any suit brought for breach of this Contract is fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by the GLO or Receiving Agency.

**7.06 Termination for Non-Appropriation:** This Contract shall not be construed as creating



any debt on behalf of the State of Texas and/or the GLO or Receiving Agency in violation of Tex. Const. art. III §49. In compliance with Tex. Const. art. VIII §6, it is understood that all obligations of the GLO and Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

**7.07 Severability:** Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect; so long as such severance does not deprive either Party of the benefit of the bargain.

**7.08 Execution:** This Contract shall be executed in multiple originals and/or several counterparts, each of which shall constitute an original. A complete set of said counterparts, when taken together, shall constitute a single instrument.

**7.09 Pipeline Integrity Testing:** During the term of this Contract, if any pipe line used to transport natural gas to the Receiving Agency ceases or interrupts regular operation, to include, but not limited to, inspection, maintenance, testing or repair, as a result of governmental action, order, rule or regulation, any resulting additional costs involved in delivering or providing natural gas under this Contract shall be borne entirely by the Receiving Agency. In such instance the GLO will assist the Receiving Agency in mitigating such additional costs by any operational means reasonably available to the GLO.

**7.10 Exhibits:** Exhibit A, Exhibit B, Exhibit C, and the Limited Agency Authorization attached hereto, and any subsequent amendments thereto, are incorporated by reference into this Contract.

**7.11 Continued Obligations:** Notwithstanding any other provision herein to the contrary, the Receiving Agency shall not be relieved of its obligation to make payments due to the GLO for natural gas actually supplied or tendered for delivery to the Points of Delivery set out in Exhibit A and any related expenses or liabilities incurred by the GLO in the performance of this Contract.

## **VIII. CONTACT INFORMATION**

Texas General Land Office  
Texas General Land Office  
1700 North Congress, Room 840  
Austin, TX 78701  
512/463-5042 Energy Resources  
512/475-1404 Fax

Lamar CISD  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471  
832/223-0000 Office

For Notices

For Notices

Attn: Brenda Rivera  
512/463-5327  
[brenda.rivera@glo.texas.gov](mailto:brenda.rivera@glo.texas.gov)

For Scheduling  
Attn: Jennie Weidler  
512/475-1462  
[jennie.weidler@glo.texas.gov](mailto:jennie.weidler@glo.texas.gov)

For Payment by ACH with Addenda  
Bank of America  
Austin, TX  
ABA #111000025 – Acct #6040070607  
Details: GLO/Energy Gas

For Payment By Wire  
ABA # 114900164  
Acct # 463600305

For Payment By Check  
Texas General Land Office  
Attn: SEMP  
P.O. Box 12873  
Austin, TX 78711-2873

Attn: Paul Gutowsky  
832/223-0255  
[pgutowsky@lcisd.org](mailto:pgutowsky@lcisd.org)

For Scheduling  
Attn: Paul Gutowsky  
832/233-0255  
[pgutowsky@lcisd.org](mailto:pgutowsky@lcisd.org)

For Invoices  
Jill Ludwig (Primary)  
[ludwig@lcisd.org](mailto:ludwig@lcisd.org)  
Michele Reynolds (Primary)  
[mreynolds@lcisd.org](mailto:mreynolds@lcisd.org)  
Kevin Mckeever (Alternate)  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)  
Paul Gutowsky (Alternate)  
[pgutowsky@lcisd.org](mailto:pgutowsky@lcisd.org)

**THE UNDERSIGNED** do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; and (3) the services, supplies or materials contracted for are not required by §21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

**THE RECEIVING AGENCY** further certifies that it has the authority to enter into this Contract by virtue of the Texas Appropriations Act.

**THE GLO** further certifies that it has the authority to enter into this Contract by virtue of the authority granted in §52.133, Tex. Nat. Res. Code (Vernon 2001) and in the applicable Texas Appropriations Act.

**GENERAL LAND OFFICE**

**LAMAR CISD**

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
Julie Thompson  
Board President

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

S.A. \_\_\_\_\_  
Div. \_\_\_\_\_  
A.G.C. \_\_\_\_\_  
G.C. \_\_\_\_\_

**Exhibit A**

GLO CONTRACT NUMBER: 14-262-000-8398

EFFECTIVE DATE OF CONTRACT: April 1, 2014

EFFECTIVE DATE OF EXHIBIT A: April 1, 2014

AGENCY NAME: Lamar CISD

AGENCY LOCATION: 3911 Avenue I, Rosenberg TX

POINT OF DELIVERY: See attached Centerpoint meters

FIXED GAS PRICE: Price of \$ N/A per MMBtu effective beginning \_\_\_\_\_ through \_\_\_\_\_  
(INITIALED BY: \_\_\_\_\_ (RECEIVING AGENCY);  
\_\_\_\_\_ (GLO).

INDEX GAS PRICE: Effective April 1, 2014, an Index Gas Price equal to the Index Price posting as first published each month in Platts Gas Daily price guide report in section titled "Market Centers" under the heading "East Texas" and under the subheading "Houston Ship Channel" plus a Market Demand Factor of \$.33 per MMBtu.

SYSTEM OPERATING EXPENSES: Reimbursement of all Centerpoint tariff charges.

AUTHORIZED BY: **LAMAR CISD:**

\_\_\_\_\_  
Julie Thompson  
Board President  
DATE: \_\_\_\_\_

**GENERAL LAND OFFICE**

\_\_\_\_\_  
Larry L. Laine, Chief Clerk,  
Deputy Land Commissioner  
DATE: \_\_\_\_\_

ATTACHMENT 1

Limited Agency Authorization  
GLO Contract No. 14-262-000-8398

In an effort to reduce Pipeline Imbalances caused by discrepancies between Receiving Agency's actual gas consumption and its estimated consumption scheduled for delivery pursuant to Exhibit B of the Contract, be able to make more timely mid-month corrections, and reduce excessive paperwork, Receiving Agency hereby appoints the GLO (Agent) as its limited agent with authority to act on its behalf in regards to the following:

Agent is authorized to make nominations of natural gas volumes on Receiving Agency's behalf in accordance with the GLO Contract No. noted above. Such nominations will be based upon Receiving Agency's historical usage or written instructions received from Receiving Agency, and shall be binding upon Receiving Agency without recourse.

This limited agency authorization shall be effective April 1, 2014 and shall remain in full force and effect until terminated by either party upon ten (10) days' prior written notice.

**Texas General Land Office**

**Lamar CISD**

---

Larry Laine

---

Julie Thompson

Chief Clerk/Deputy Land Commissioner

Board President

**Lamar CISD  
Exhibit A Meter Numbers**

| <b>No.</b> | <b>Location</b>             | <b>Addresss</b>  | <b>Meter No.</b> |
|------------|-----------------------------|------------------|------------------|
| 1          | Foster HS                   | 4400 FM 723      | 4818963-3        |
| 2          | Foster HS Field House       | 4400 FM 723      | 4818973-2        |
| 3          | Briscoe JH                  | 4300 FM 723      | 4818954-2        |
| 4          | Wertheimer MS               | 4240 FM 723      | 7593871-2        |
| 5          | George Ranch HS             | 8181 FM 762      | 8406464-1        |
| 6          | George Ranch HS             | 8181 FM 762      | 8406467-4        |
| 7          | Reading JH                  | 8101 FM 762      | 8406472-4        |
| 8          | Ryon MS                     | 7901 FM 762      | TBD              |
| 9          | Lamar Consolidated HS       | 4606 Mustang Ave | 4782503-9        |
| 10         | Lamar Consolidated HS       | 4606 Mustang Ave | 4782522-9        |
| 11         | Lamar Consolidated HS Field | 4606 Mustang Ave | 4782517-9        |
| 12         | Lamar JH                    | 4814 Mustang Ave | 4782499-0        |
| 13         | Maintenance                 | 4901 Avenue I    | 4782481-8        |
| 14         | Transportation Shop         | 3911 Avenue I    | 4782508-8        |
| 15         | Terry HS                    | 5500 Avenue N    | 4719856-9        |
| 16         | Natatorium                  | 4910 Airport Ave | 4719868-4        |
| 17         | Navarro MS                  | 4700 Avenue N    | 4833074-0        |
| 18         | George JH                   | 4601 Airport Ave | 4780341-6        |
| 19         | George JH Kitchen           | 4601 Airport Ave | 4719879-1        |

**EXHIBIT B-1.1  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY:** Lamar CISD  
**FACILITY NAME:** Foster HS et al  
**ADDRESS:** 4400 FM 723, Richmond, TX 77406  
**CONTACT NAME:** Paul Gutowsky  
**CONTACT PHONE NUMBER:** 832-223-0255  
**EMAIL ADDRESS:** PGutowsky@lcisd.org

**Gas Consumption Per Month in MMBtu**

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-14 | 0            | 470          | 470          |
| May-14 | 0            | 269          | 269          |
| Jun-14 | 0            | 161          | 161          |
| Jul-14 | 0            | 74           | 74           |
| Aug-14 | 0            | 74           | 74           |
| Sep-14 | 0            | 174          | 174          |
| Oct-14 | 0            | 226          | 226          |
| Nov-14 | 0            | 421          | 421          |
| Dec-14 | 0            | 980          | 980          |
| Jan-15 | 0            | 1,071        | 1,071        |
| Feb-15 | 0            | 1,361        | 1,361        |
| Mar-15 | 0            | 916          | 916          |
| TOTAL  | 0            | 6,197        | 6,197        |

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-15 | 0            | 470          | 470          |
| May-15 | 0            | 269          | 269          |
| Jun-15 | 0            | 161          | 161          |
| Jul-15 | 0            | 74           | 74           |
| Aug-15 | 0            | 74           | 74           |
| Sep-15 | 0            | 174          | 174          |
| Oct-15 | 0            | 226          | 226          |
| Nov-15 | 0            | 421          | 421          |
| Dec-15 | 0            | 980          | 980          |
| Jan-16 | 0            | 1,071        | 1,071        |
| Feb-16 | 0            | 1,410        | 1,410        |
| Mar-16 | 0            | 916          | 916          |
| TOTAL  | 0            | 6,246        | 6,246        |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

Form: Monthly Gas Consumption  
 Approved by Legal SEMP  
 October 14, 2008

Rec'd by Semp Initial/Date \_\_\_\_\_  
 Updated GMS Initial/Date \_\_\_\_\_  
 Routed to Legal Initial/Date \_\_\_\_\_  
 Posted into Docushare Initial/Date \_\_\_\_\_

**EXHIBIT B-1.2**  
**MONTHLY GAS CONSUMPTION ELECTION (MGCE)**  
**CONTRACT #14-262-000-8398**

**AGENCY:** Lamar CISD  
**FACILITY NAME:** Foster HS et al  
**ADDRESS:** 4400 FM 723, Richmond, TX 77406  
**CONTACT NAME:** Paul Gutowsky  
**CONTACT PHONE NUMBER:** 832-223-0255  
**EMAIL ADDRESS:** PGutowsky@lcisd.org

Gas Consumption Per Month in MMBtu

|              | Fixed    | Index        | Total        |
|--------------|----------|--------------|--------------|
| Apr-16       | 0        | 470          | 470          |
| May-16       | 0        | 269          | 269          |
| Jun-16       | 0        | 161          | 161          |
| Jul-16       | 0        | 74           | 74           |
| Aug-16       | 0        | 74           | 74           |
| Sep-16       | 0        | 174          | 174          |
| Oct-16       | 0        | 226          | 226          |
| Nov-16       | 0        | 421          | 421          |
| Dec-16       | 0        | 980          | 980          |
| Jan-17       | 0        | 1,071        | 1,071        |
| Feb-17       | 0        | 1,361        | 1,361        |
| Mar-17       | 0        | 916          | 916          |
| <b>TOTAL</b> | <b>0</b> | <b>6,197</b> | <b>6,197</b> |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_



**EXHIBIT B-2.1  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY:** Lamar CISD  
**FACILITY NAME:** Lamar HS et al  
**ADDRESS:** 4606 Mustang Ave, Rosenberg, TX 77471  
**CONTACT NAME:** Paul Gutowsky  
**CONTACT PHONE NUMBER:** 832-223-0255  
**EMAIL ADDRESS:** PGutowsky@lcisd.org

**Gas Consumption Per Month in MMBtu**

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-14 | 0            | 851          | 851          |
| May-14 | 0            | 438          | 438          |
| Jun-14 | 0            | 39           | 39           |
| Jul-14 | 0            | 36           | 36           |
| Aug-14 | 0            | 66           | 66           |
| Sep-14 | 0            | 195          | 195          |
| Oct-14 | 0            | 279          | 279          |
| Nov-14 | 0            | 995          | 995          |
| Dec-14 | 0            | 1,351        | 1,351        |
| Jan-15 | 0            | 1,433        | 1,433        |
| Feb-15 | 0            | 1,366        | 1,366        |
| Mar-15 | 0            | 716          | 716          |
| TOTAL  | 0            | 7,765        | 7,765        |

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-15 | 0            | 851          | 851          |
| May-15 | 0            | 438          | 438          |
| Jun-15 | 0            | 39           | 39           |
| Jul-15 | 0            | 36           | 36           |
| Aug-15 | 0            | 66           | 66           |
| Sep-15 | 0            | 195          | 195          |
| Oct-15 | 0            | 279          | 279          |
| Nov-15 | 0            | 995          | 995          |
| Dec-15 | 0            | 1,351        | 1,351        |
| Jan-16 | 0            | 1,433        | 1,433        |
| Feb-16 | 0            | 1,415        | 1,415        |
| Mar-16 | 0            | 716          | 716          |
| TOTAL  | 0            | 7,814        | 7,814        |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT B-2.2**  
**MONTHLY GAS CONSUMPTION ELECTION (MGCE)**  
**CONTRACT #14-262-000-8398**

**AGENCY: Lamar CISD**  
**FACILITY NAME: Lamar HS et al**  
**ADDRESS: 4606 Mustang Ave, Rosenberg, TX 77471**  
**CONTACT NAME: Paul Gutowsky**  
**CONTACT PHONE NUMBER: 832-223-0255**  
**EMAIL ADDRESS: PGutowsky@lcisd.org**

**Gas Consumption Per Month in MMBtu**

|              | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------------|--------------|--------------|--------------|
| Apr-16       | 0            | 851          | 851          |
| May-16       | 0            | 438          | 438          |
| Jun-16       | 0            | 39           | 39           |
| Jul-16       | 0            | 36           | 36           |
| Aug-16       | 0            | 66           | 66           |
| Sep-16       | 0            | 195          | 195          |
| Oct-16       | 0            | 279          | 279          |
| Nov-16       | 0            | 995          | 995          |
| Dec-16       | 0            | 1,351        | 1,351        |
| Jan-17       | 0            | 1,433        | 1,433        |
| Feb-17       | 0            | 1,366        | 1,366        |
| Mar-17       | 0            | 716          | 716          |
| <b>TOTAL</b> | <b>0</b>     | <b>7,765</b> | <b>7,765</b> |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT B-3.1  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY: Lamar CISD**  
**FACILITY NAME: Terry HS et al**  
**ADDRESS: 5500 Ave N, Rosenberg, TX 77471**  
**CONTACT NAME: Paul Gutowsky**  
**CONTACT PHONE NUMBER: 832-223-0255**  
**EMAIL ADDRESS: PGutowsky@lcsid.org**

**Gas Consumption Per Month in MMBtu**

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-14 | 0            | 831          | 831          |
| May-14 | 0            | 803          | 803          |
| Jun-14 | 0            | 470          | 470          |
| Jul-14 | 0            | 145          | 145          |
| Aug-14 | 0            | 61           | 61           |
| Sep-14 | 0            | 165          | 165          |
| Oct-14 | 0            | 378          | 378          |
| Nov-14 | 0            | 1,198        | 1,198        |
| Dec-14 | 0            | 1,378        | 1,378        |
| Jan-15 | 0            | 1,237        | 1,237        |
| Feb-15 | 0            | 1,611        | 1,611        |
| Mar-15 | 0            | 1,142        | 1,142        |
| TOTAL  | 0            | 9,419        | 9,419        |

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-15 | 0            | 831          | 831          |
| May-15 | 0            | 803          | 803          |
| Jun-15 | 0            | 470          | 470          |
| Jul-15 | 0            | 145          | 145          |
| Aug-15 | 0            | 61           | 61           |
| Sep-15 | 0            | 165          | 165          |
| Oct-15 | 0            | 378          | 378          |
| Nov-15 | 0            | 1,198        | 1,198        |
| Dec-15 | 0            | 1,378        | 1,378        |
| Jan-16 | 0            | 1,237        | 1,237        |
| Feb-16 | 0            | 1,669        | 1,669        |
| Mar-16 | 0            | 1,142        | 1,142        |
| TOTAL  | 0            | 9,477        | 9,477        |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT B-3.2**  
**MONTHLY GAS CONSUMPTION ELECTION (MGCE)**  
**CONTRACT #14-262-000-8398**

**AGENCY: Lamar CISD**  
**FACILITY NAME: Terry HS et al**  
**ADDRESS: 5500 Ave N, Rosenberg, TX 77471**  
**CONTACT NAME: Paul Gutowsky**  
**CONTACT PHONE NUMBER: 832-223-0255**  
**EMAIL ADDRESS: PGutowsky@lcisd.org**

**Gas Consumption Per Month in MMBtu**

|              | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------------|--------------|--------------|--------------|
| Apr-16       | 0            | 831          | 831          |
| May-16       | 0            | 803          | 803          |
| Jun-16       | 0            | 470          | 470          |
| Jul-16       | 0            | 145          | 145          |
| Aug-16       | 0            | 61           | 61           |
| Sep-16       | 0            | 165          | 165          |
| Oct-16       | 0            | 378          | 378          |
| Nov-16       | 0            | 1,198        | 1,198        |
| Dec-16       | 0            | 1,378        | 1,378        |
| Jan-17       | 0            | 1,237        | 1,237        |
| Feb-17       | 0            | 1,611        | 1,611        |
| Mar-17       | 0            | 1,142        | 1,142        |
| <b>TOTAL</b> | <b>0</b>     | <b>9,419</b> | <b>9,419</b> |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT B-4.1  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY: Lamar CISD  
FACILITY NAME: George Ranch HS et al  
ADDRESS: 8181 FM 762, Richmond, TX 77469  
CONTACT NAME: Paul Gutowsky  
CONTACT PHONE NUMBER: 832-223-0255  
EMAIL ADDRESS: PGutowsky@lcisd.org**

**Gas Consumption Per Month in MMBtu**

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-14 | 0            | 444          | 444          |
| May-14 | 0            | 547          | 547          |
| Jun-14 | 0            | 207          | 207          |
| Jul-14 | 0            | 164          | 164          |
| Aug-14 | 0            | 59           | 59           |
| Sep-14 | 0            | 123          | 123          |
| Oct-14 | 0            | 254          | 254          |
| Nov-14 | 0            | 358          | 358          |
| Dec-14 | 0            | 587          | 587          |
| Jan-15 | 0            | 1,099        | 1,099        |
| Feb-15 | 0            | 1,246        | 1,246        |
| Mar-15 | 0            | 1,433        | 1,433        |
| TOTAL  | 0            | 6,521        | 6,521        |

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-15 | 0            | 444          | 444          |
| May-15 | 0            | 547          | 547          |
| Jun-15 | 0            | 207          | 207          |
| Jul-15 | 0            | 164          | 164          |
| Aug-15 | 0            | 59           | 59           |
| Sep-15 | 0            | 123          | 123          |
| Oct-15 | 0            | 254          | 254          |
| Nov-15 | 0            | 358          | 358          |
| Dec-15 | 0            | 587          | 587          |
| Jan-16 | 0            | 1,099        | 1,099        |
| Feb-16 | 0            | 1,291        | 1,291        |
| Mar-16 | 0            | 1,433        | 1,433        |
| TOTAL  | 0            | 6,566        | 6,566        |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT B-4.2  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY: Lamar CISD  
FACILITY NAME: George Ranch HS et al  
ADDRESS: 8181 FM 762, Richmond, TX 77469  
CONTACT NAME: Paul Gutowsky  
CONTACT PHONE NUMBER: 832-223-0255  
EMAIL ADDRESS: PGutowsky@lcisd.org**

**Gas Consumption Per Month in MMBtu**

|        | <u>Fixed</u> | <u>Index</u> | <u>Total</u> |
|--------|--------------|--------------|--------------|
| Apr-16 | 0            | 444          | 444          |
| May-16 | 0            | 547          | 547          |
| Jun-16 | 0            | 207          | 207          |
| Jul-16 | 0            | 164          | 164          |
| Aug-16 | 0            | 59           | 59           |
| Sep-16 | 0            | 123          | 123          |
| Oct-16 | 0            | 254          | 254          |
| Nov-16 | 0            | 358          | 358          |
| Dec-16 | 0            | 587          | 587          |
| Jan-17 | 0            | 1,099        | 1,099        |
| Feb-17 | 0            | 1,246        | 1,246        |
| Mar-17 | 0            | 1,433        | 1,433        |
| TOTAL  | 0            | 6,521        | 6,521        |

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2014

GLO Initials: \_\_\_\_\_

**EXHIBIT C**

**CONFIRMATION OF AMENDMENTS TO SCHEDULED GAS VOLUMES FOR  
EXHIBIT B GLO CONTRACT NO. 14-262-000-8398("Contract")\_\_\_\_\_ (Facility)**

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

- 1). In an effort to reduce Receiving Agency's Pipeline Imbalance caused by discrepancies between Receiving Agency's actual gas consumption and its estimated consumption scheduled for delivery pursuant to Exhibit B of the Contract, the Texas General Land Office (GLO) and Receiving Agency hereby agree to amend the scheduled volume for the time period indicated below. Provided however the GLO can only accept nomination changes when applicable upstream pipeline carriers accept nomination changes. Nomination changes are typically not accepted on holidays, Sundays, and Mondays, therefore the GLO cannot accept Receiving Agency's changes relative to these days. Nomination changes for Saturday are applicable without change for the following Sunday and Monday, and thereafter until changed.
  
- 2). Receiving Agency hereby amends its scheduled volume by checking the appropriate box below:  
 a) In accordance with the GLO's suggested volume of \_\_\_\_\_/day. Resulting in total nominated volumes \_\_\_\_\_ for the month.  
 b) to \_\_\_\_\_/day.  
or,  
 c) The volumes will remain \_\_\_\_\_ as established in Exhibit B.
  
- 3). The Receiving Agency amends its scheduled volumes for gas for the following time period(s)\_\_\_\_\_.
  
- 4). Receiving Agency's selection in Section 2 and 3 of this Confirmation Form and return of via email to the GLO constitutes Receiving Agency's agreement to the change in the scheduled volumes and to execution of this Confirmation Form.
  
- 5). In order for the Receiving Agency's selection to be immediately effective, the Receiving Agency must remit by FAX (512-475-1404) the Confirmation Form before 8:00 AM Central time the day before the effective day of flow. Failure to remit the Confirmation Form by 8:00 AM Central time will void the submitted selection. The Receiving Agency will contact the GLO the next business day to re-amend the scheduled volumes.
  
- 6). This Confirmation Form dated \_\_\_\_\_ supercedes all other such Confirmation Forms and the current Exhibit B for the time period indicated in Section 3 of this form.
  
- 7). Receiving Party acknowledges and agrees that this amendment to its scheduled volumes for gas does not guarantee elimination of imbalance charges nor does it relieve Receiving Agency's obligation to pay any imbalance charges pursuant to the Contract.
  
- 8). Receiving Agency acknowledges and agrees that the person signing below is authorized to amend Receiving Agency's scheduled volumes.

BY: \_\_\_\_\_

Form: CAN1  
Approved by Legal & SEMP  
September 9, 2009

|  |       |
|--|-------|
| <input type="checkbox"/> Received by SEMP Initials/Date      | _____ |
| <input type="checkbox"/> Updated GMS Initials/Date           | _____ |
| <input type="checkbox"/> Routed to Legal Initials/Date       | _____ |
| <input type="checkbox"/> Posted into DocuShare Initials/Date | _____ |

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

Foster HS Locations

**SHIPPER INFORMATION**

|  |  |
|--|--|
| Name of Shipper:   | Texas General Land Office  |
| Shipper's Dunn's Number:   | 930137091  |
| Shipper's Physical Business Address:<br>1700 North Congress, Rm 840<br>Austin, Texas 78701 | Shipper's Email Billing Address:<br>SEMP_Accounts_Payable@glo.texas.gov                                    |
| Shipper's Business Email Address:<br>jennie.weidler@glo.texas.gov                          | <small>Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.</small> |

**GENERAL INFORMATION**

|  |           |
|--|-----------|
| <u>Term of Service</u>                     |           |
| Begin Date:                                | 4/1/2014  |
| End Date:                                  | 3/31/2017 |
| Evergreen: Yes or No                       | Yes       |
| Period of Evergreen: 1 Year, 2 Years, etc. | 1 Year    |
| Rate Schedule:                             | T-76      |
| Telemetry Option (1, 2, 3 or 4)            | 3         |

Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.

**End-User Facility Information**

|   |  |
|---|--|
| End-User Business Name:                       | Lamar CISD   |
| End-User Dunn's Number:                       | 08-356-9764  |
| End-User Physical Service (Business) Address: | 4400 FM 723<br>Richmond, TX 77406<br>(and contiguous meters) |

**End-User Facility Contact for Operating Information and Emergency Notices**

|                   |                     |
|-------------------|---------------------|
| Name:             | Paul Gutowsky       |
| Office Telephone: | 832-223-0255        |
| Office Fax:       | 832-223-0261        |
| E-Mail Address:   | PGutowsky@lcisd.org |

**Delivery Information**

|   |                                  |
|---|----------------------------------|
| Number of Meters Receiving Transportation Service:    | 4                                |
| Delivery Point(s):<br>See attached Centerpoint meters | Receipt Point(s):<br>HPL 98-2000 |
| Quantities:<br>MDQ (in MMBtu/day)                     | 40                               |

**Upstream Pipeline Contact for Confirmations**

|                   |               |
|-------------------|---------------|
| Name:             | Chris Riegler |
| Office Telephone: | 832-668-1065  |
| Office Fax:       | 832-668-1114  |



E-Mail Address:

chris.riegler@energytransfer.com

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

Foster HS Locations

**NOTICES TO SHIPPER**

Operational Notices

Supply Coordinator:

Jennie Weidler

Office Fax:

512-475-1404

Office Telephone:

512-475-1462

Business E-Mail Address:

jennie.weidler@glo.texas.gov

All Other Notices

Marketing Representative:

Kenton Odom

Office Fax:

512-475-1404

Office Telephone:

512-475-1462

Business E-Mail Address:

kenton.odom@glo.texas.gov

Business Mailing Address:

1700 North Congress, Room 840

Austin, TX 78701

**NOTICES TO END-USER**

Operational Notices

Employee Name:

Paul Gutowsky

Office Fax:

832-223-0261

Office Telephone:

832-223-0255

Business E-Mail Address:

PGutowsky@lcsid.org

All Other Notices

Employee Name:

Paul Gutowsky

Office Fax:

832-223-0261

Office Telephone:

832-223-0255

Business E-Mail Address:

PGutowsky@lcsid.org

Business Mailing Address:

3911 Avenue I

Rosenberg, TX 77471

**INDEX FOR SHIPPER CASH-OUT CALCULATIONS**

Applicable Monthly Index:

Houston Ship Channel

Applicable Index Adder or WACOG:

\$2.15

Applicable Daily Index:

Houston Ship Channel

**ACKNOWLEDGEMENTS**

Signature of Shipper:

Larry L. Laine

Date of Execution by Shipper:

Signature of End-User:

Julie Thompson

Date of Execution by End-User:

**Lamar CISD  
Exhibit A Meter Numbers  
Foster HS Locations**

| <b>No.</b> | <b>Location</b>       | <b>Addresss</b> | <b>Meter No.</b> |
|------------|-----------------------|-----------------|------------------|
| 1          | Foster HS             | 4400 FM 723     | 4818963-3        |
| 2          | Foster HS Field House | 4400 FM 723     | 4818973-2        |
| 3          | Briscoe JH            | 4300 FM 723     | 4818954-2        |
| 4          | Wertheimer MS         | 4240 FM 723     | 7593871-2        |

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

George Ranch HS Locations

**SHIPPER INFORMATION**

Name of Shipper: Texas General Land Office  
Shipper's Dunn's Number: 930137091

Shipper's Physical Business Address: 1700 North Congress, Rm 840  
Austin, Texas 78701  
Shipper's Email Billing Address: SEMP\_Accounts\_Payable@glo.texas.gov  
Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.

Shipper's Business Email Address: jennie.weidler@glo.texas.gov

**GENERAL INFORMATION**

Term of Service  
Begin Date: 4/1/2014  
End Date: 3/31/2017  
Evergreen: Yes or No Yes  
Period of Evergreen: 1 Year, 2 Years, etc. 1 Year

Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.

Rate Schedule: T-76  
Telemetry Option (1, 2, 3 or 4) 3

**End-User Facility Information**

End-User Business Name: Lamar CISD  
End-User Dunn's Number: 08-356-9764  
End-User Physical Service (Business) Address: 8181 FM 762  
Richmond, TX 77469  
(and contiguous meters)

**End-User Facility Contact for Operating Information and Emergency Notices**

Name: Paul Gutowsky  
Office Telephone: 832-223-0255  
Office Fax: 832-223-0261  
E-Mail Address: PGutowsky@lccisd.org

**Delivery Information**

Number of Meters Receiving Transportation Service: 4  
Delivery Point(s): Receipt Point(s):  
See attached Centerpoint meters HPL 98-2000

Quantities:  
MDQ (in MMBtu/day) 35

**Upstream Pipeline Contact for Confirmations**

Name: Chris Riegler  
Office Telephone: 832-668-1065  
Office Fax: 832-668-1114



E-Mail Address:

[chris.riegler@energytransfer.com](mailto:chris.riegler@energytransfer.com)

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2  
George Ranch HS Locations

**NOTICES TO SHIPPER**

**Operational Notices**

**Supply Coordinator:**

Jennie Weidler

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

[jennie.weidler@glo.texas.gov](mailto:jennie.weidler@glo.texas.gov)

**All Other Notices**

**Marketing Representative:**

Kenton Odom

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

[kenton.odom@glo.texas.gov](mailto:kenton.odom@glo.texas.gov)

**Business Mailing Address:**

1700 North Congress, Room 840

Austin, TX 78701

**NOTICES TO END-USER**

**Operational Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

[PGutowsky@lcsid.org](mailto:PGutowsky@lcsid.org)

**All Other Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

[PGutowsky@lcsid.org](mailto:PGutowsky@lcsid.org)

**Business Mailing Address:**

3911 Avenue I

Rosenberg, TX 77471

**INDEX FOR SHIPPER CASH-OUT CALCULATIONS**

**Applicable Monthly Index:**

Houston Ship Channel

**Applicable Index Adder or WACOG:**

\$2.15

**Applicable Daily Index:**

Houston Ship Channel

**ACKNOWLEDGEMENTS**

**Signature of Shipper:**

Larry L. Laine

**Date of Execution by Shipper:**

**Signature of End-User:**

Julie Thompson

**Date of Execution by End-User:**

**Lamar CISD**  
**Exhibit A Meter Numbers**  
**George Ranch HS Locations**

| <b>No.</b> | <b>Location</b> | <b>Address</b> | <b>Meter No.</b> |
|------------|-----------------|----------------|------------------|
| 1          | George Ranch HS | 8181 FM 762    | 8406464-1        |
| 2          | George Ranch HS | 8181 FM 762    | 8406467-4        |
| 3          | Reading JH      | 8101 FM 762    | 8406472-4        |
| 4          | Ryon MS         | 7901 FM 762    | TBD              |

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

Lamar Consolidated HS Locations

**SHIPPER INFORMATION**

|  |  |
|--|--|
| Name of Shipper:   | Texas General Land Office  |
| Shipper's Dunn's Number:   | 930137091  |
| Shipper's Physical Business Address:<br>1700 North Congress, Rm 840<br>Austin, Texas 78701 | Shipper's Email Billing Address:<br>SEMP_Accounts_Payable@glo.texas.gov                                    |
| Shipper's Business Email Address:<br>jennie.weidler@glo.texas.gov                          | <small>Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.</small> |

**GENERAL INFORMATION**

**Term of Service**

|  |           |
|--|-----------|
| Begin Date:                                | 4/1/2014  |
| End Date:                                  | 3/31/2017 |
| Evergreen: Yes or No                       | Yes       |
| Period of Evergreen: 1 Year, 2 Years, etc. | 1 Year    |
| Rate Schedule:                             | T-76      |
| Telemetry Option (1, 2, 3 or 4)            | 3         |

Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.

**End-User Facility Information**

|   |  |
|---|--|
| End-User Business Name:                       | Lamar CISD   |
| End-User Dunn's Number:                       | 08-356-9764  |
| End-User Physical Service (Business) Address: | 4606 Mustang Ave<br>Rosenberg, TX 77471<br>(and contiguous meters) |

**End-User Facility Contact for Operating Information and Emergency Notices**

|                   |                     |
|-------------------|---------------------|
| Name:             | Paul Gutowsky       |
| Office Telephone: | 832-223-0255        |
| Office Fax:       | 832-223-0261        |
| E-Mail Address:   | PGutowsky@lcisd.org |

**Delivery Information**

|   |                                  |
|---|----------------------------------|
| Number of Meters Receiving Transportation Service:    | 6                                |
| Delivery Point(s):<br>See attached Centerpoint meters | Receipt Point(s):<br>HPL 98-2000 |
| Quantities:<br>MDQ (in MMBtu/day)                     | 50                               |

**Upstream Pipeline Contact for Confirmations**

|                   |               |
|-------------------|---------------|
| Name:             | Chris Riegler |
| Office Telephone: | 832-668-1065  |
| Office Fax:       | 832-668-1114  |

E-Mail Address:

chris.riegler@energytransfer.com

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

Lamar Consolidated HS Locations

**NOTICES TO SHIPPER**

**Operational Notices**

**Supply Coordinator:**

Jennie Weidler

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

jennie.weidler@glo.texas.gov

**All Other Notices**

**Marketing Representative:**

Kenton Odom

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

kenton.odom@glo.texas.gov

**Business Mailing Address:**

1700 North Congress, Room 840

Austin, TX 78701

**NOTICES TO END-USER**

**Operational Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

**All Other Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

**Business Mailing Address:**

3911 Avenue I

Rosenberg, TX 77471

**INDEX FOR SHIPPER CASH-OUT CALCULATIONS**

**Applicable Monthly Index:**

Houston Ship Channel

**Applicable Index Adder or WACOG:**

\$2.15

**Applicable Daily Index:**

Houston Ship Channel

**ACKNOWLEDGEMENTS**

**Signature of Shipper:**

Larry L. Laine

**Date of Execution by Shipper:**

**Signature of End-User:**

Julie Thompson

**Date of Execution by End-User:**

**Lamar CISD  
Exhibit A Meter Numbers  
Lamar Consolidated HS Locations**

| <b>No.</b> | <b>Location</b>             | <b>Address</b>   | <b>Meter No.</b> |
|------------|-----------------------------|------------------|------------------|
| 1          | Lamar Consolidated HS       | 4606 Mustang Ave | 4782503-9        |
| 2          | Lamar Consolidated HS       | 4606 Mustang Ave | 4782522-9        |
| 3          | Lamar Consolidated HS Field | 4606 Mustang Ave | 4782517-9        |
| 4          | Lamar JH                    | 4814 Mustang Ave | 4782499-0        |
| 5          | Maintenance                 | 4901 Avenue I    | 4782481-8        |
| 6          | Transportation Shop         | 3911 Avenue I    | 4782508-8        |



**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

Terry HS Locations

**SHIPPER INFORMATION**

|   |  |
|---|--|
| <b>Name of Shipper:</b>   | Texas General Land Office  |
| <b>Shipper's Dunn's Number:</b>   | 930137091  |
| <b>Shipper's Physical Business Address:</b><br>1700 North Congress, Rm 840<br>Austin, Texas 78701 | <b>Shipper's Email Billing Address:</b><br>SEMP_Accounts_Payable@glo.texas.gov                             |
|   | <small>Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.</small> |
| <b>Shipper's Business Email Address:</b><br>jennie.weidler@glo.texas.gov                          |  |

**GENERAL INFORMATION**

|   |  |
|---|--|
| <b>Term of Service</b>                            |  |
| <b>Begin Date:</b>                                | 4/1/2014   |
| <b>End Date:</b>                                  | 3/31/2017  |
| <b>Evergreen: Yes or No</b>                       | Yes  |
| <b>Period of Evergreen: 1 Year, 2 Years, etc.</b> | 1 Year   |
|   | <small>Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.</small> |
| <b>Rate Schedule:</b>                             | T-76   |
| <b>Telemetry Option (1, 2, 3 or 4)</b>            | 3  |

**End-User Facility Information**

|  |   |
|--|---|
| <b>End-User Business Name:</b>                       | Lamar CISD  |
| <b>End-User Dunn's Number:</b>                       | 08-356-9764   |
| <b>End-User Physical Service (Business) Address:</b> | 550 Ave N<br>Rosenberg, TX 77471<br>(and contiguous meters) |

**End-User Facility Contact for Operating Information and Emergency Notices**

|                          |                     |
|--------------------------|---------------------|
| <b>Name:</b>             | Paul Gutowsky       |
| <b>Office Telephone:</b> | 832-223-0255        |
| <b>Office Fax:</b>       | 832-223-0261        |
| <b>E-Mail Address:</b>   | PGutowsky@lcsid.org |

**Delivery Information**

|   |                          |
|---|--------------------------|
| <b>Number of Meters Receiving Transportation Service:</b> | 5                        |
| <b>Delivery Point(s):</b>                                 | <b>Receipt Point(s):</b> |
| See attached Centerpoint meters                           | HPL 98-2000              |
| <b>Quantities:</b>  |                          |
| <b>MDQ (in MMBtu/day)</b>                                 | 40                       |

**Upstream Pipeline Contact for Confirmations**

|                          |               |
|--------------------------|---------------|
| <b>Name:</b>             | Chris Riegler |
| <b>Office Telephone:</b> | 832-668-1065  |
| <b>Office Fax:</b>       | 832-668-1114  |

E-Mail Address:

chris.riegler@energytransfer.com

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

**Terry HS Locations**

**NOTICES TO SHIPPER**

**Operational Notices**

**Supply Coordinator:**

Jennie Weidler

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

jennie.weidler@glo.texas.gov

**All Other Notices**

**Marketing Representative:**

Kenton Odom

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

kenton.odom@glo.texas.gov

**Business Mailing Address:**

1700 North Congress, Room 840

Austin, TX 78701

**NOTICES TO END-USER**

**Operational Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

**All Other Notices**

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

**Business Mailing Address:**

3911 Avenue I

Rosenberg, TX 77471

**INDEX FOR SHIPPER CASH-OUT CALCULATIONS**

**Applicable Monthly Index:**

Houston Ship Channel

**Applicable Index Adder or WACOG:**

\$2.15

**Applicable Daily Index:**

Houston Ship Channel

**ACKNOWLEDGEMENTS**

**Signature of Shipper:**

Larry L. Laine

**Date of Execution by Shipper:**

**Signature of End-User:**

Julie Thompson

**Date of Execution by End-User:**

Lamar CISD  
Exhibit A Meter Numbers  
Terry HS Locations

| No. | Location          | Address          | Meter No. |
|-----|-------------------|------------------|-----------|
| 1   | Terry HS          | 5500 Avenue N    | 4719856-9 |
| 2   | Natatorium        | 4910 Airport Ave | 4719868-4 |
| 3   | Navarro MS        | 4700 Avenue N    | 4833074-0 |
| 4   | George JH         | 4601 Airport Ave | 4780341-6 |
| 5   | George JH Kitchen | 4601 Airport Ave | 4719879-1 |

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL  
PAYMENT FOR THE SUMMER 2013 RENOVATION PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$221,692 and final payment of \$292,490.20 for the summer 2013 renovation projects to Durotech.

**IMPACT/RATIONALE:**

Durotech was the contractor for the construction of the summer 2013 renovation projects. Funding for this project came from the 2011 Bond Funds. Substantial completion was taken on September 16, 2013.

**PROGRAM DESCRIPTION:**

Upon approval, Durotech will be paid 100% for the construction of the summer 2013 renovation projects

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA<sup>®</sup>

# Document G701™ – 2001

## Change Order

|  |   |  |
|--|---|--|
| <b>PROJECT</b> (Name and address):<br>Lamar CISD -<br>Miscellaneous Renovations 2013<br>CSP # 08-2013                        | <b>CHANGE ORDER NUMBER:</b> 1 (One) Final<br><b>DATE:</b> December 9, 2013  | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR</b> (Name and address):<br>Durotech, Inc.<br>11931 Wickchester Lane, Suite 205<br>Houston, Texas 77043-4501 | <b>ARCHITECT'S PROJECT NUMBER:</b> 1245.00<br><b>CONTRACT DATE:</b> March 21, 2013<br><b>CONTRACT FOR:</b> General Construction |  |

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Scope of Work per AEA's 1 through 13 is made part of this Contract  
Credit allowance balances per Attachment 'A' total of (\$ 221,692.00)

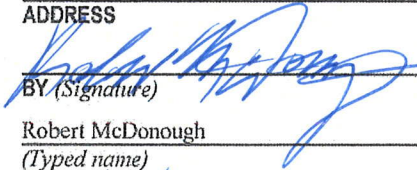
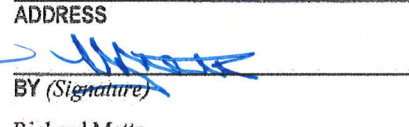
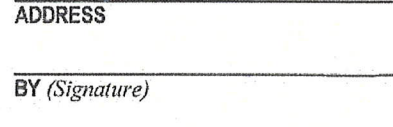
|  |    |              |
|--|----|--------------|
| The original Contract Sum was  | \$ | 5,796,475.00 |
| The net change by previously authorized Change Orders                    | \$ | -0-          |
| The Contract Sum prior to this Change Order was                          | \$ | 5,796,475.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ | (221,692.00) |
| The new Contract Sum including this Change Order will be                 | \$ | 5,574,783.00 |

The Contract Time will be increased for Phase 1 by twenty-eight ( 28 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 16, 2013 - Phases 1 and 2

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

|   |  |   |
|---|--|---|
| <u>VLK Architects, Inc.</u>   | <u>Durotech, Inc.</u>  | <u>Lamar Consolidated Independent School District</u>                                 |
| <b>ARCHITECT</b> (Firm name)  | <b>CONTRACTOR</b> (Firm name)  | <b>OWNER</b> (Firm name)  |
| <u>7915 F.M. 1960 West, Suite 214</u>   | <u>11931 Wickchester Lane, Suite 205</u>   | <u>3911 Avenue I</u>  |
| <u>Houston, Texas 77070</u>   | <u>Houston, Texas 77043-4501</u>   | <u>Rosenberg, Texas 77471</u>   |
| <b>ADDRESS</b>  | <b>ADDRESS</b>   | <b>ADDRESS</b>  |
|  |  |  |
| <b>BY</b> (Signature)   | <b>BY</b> (Signature)  | <b>BY</b> (Signature)   |
| <u>Robert McDonough</u>   | <u>Richard Metts</u>   | <u></u>   |
| (Typed name)  | (Typed name)   | (Typed name)  |
| <u>12/11/13</u>   | <u>DECEMBER 10, 2013</u>   | <u></u>   |
| <b>DATE</b>   | <b>DATE</b>  | <b>DATE</b>   |



# APPLICATION AND CERTIFICATION FOR PAYMENT

**TO OWNER:** Lamar CISD  
 3911 Avenue I  
 Rosenberg, TX 77471  
**PROJECT:** LCISD 2013 Miscellaneous Renov  
 3911 AVENUE 11  
 ROSENBERG, TX 77471  
**APPLICATION NO:** 08 R1 P1JAL  
**Distribution to:** OWNER  
**FROM:** Durotech, Inc.  
 11931 Wickchester Lane #205  
 Houston, TX 77043-4501  
**VIA ARCHITECT:** VLK Architects  
 7915 FM 1960 West  
 Houston, TX 77070  
**PERIOD TO:** 30-Nov-13  
**CONTRACTOR:** VLK Architects  
**PROJECT NOS:** 1245.00  
**CONTRACT DATE:** 21-Mar-13  
**ARCHITECT:** ARCHITECT  
**CONTRACTOR:** CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM 5,796,475.00
2. Net change by Change Orders -221,692.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) 5,574,783.00
4. TOTAL COMPLETED & STORED TO DATE (Col G on Cont Sheet) 5,574,783.00

5. RETAINAGE:
  - a. % of Completed Work (Column D + E on Continuation Sheet) \_\_\_\_\_
  - b. % of Stored Material (Column F on Continuation Sheet) \_\_\_\_\_
 Total Retainage (Lines 5a + 5b or Total in Column I of Cont Sheet) 0.00

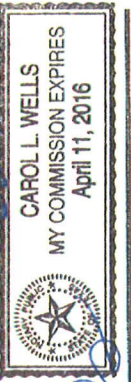
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 5,574,783.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 5,282,292.80
8. CURRENT PAYMENT DUE 292,490.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 0.00

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS         |
|--|-----------|--------------------|
| Total changes approved in previous months by Owner |           |                    |
| Total approved this Month                          |           | -221,692.00        |
| <b>TOTALS</b>                                      |           | <b>-221,692.00</b> |
| NET CHANGES by Change Order                        |           |                    |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Durotech, Inc.

By: [Signature]  
 State of: Texas County of: Harris  
 Subscribed and sworn to before me this 20th day of Jan, 2014  
 Notary Public: Carol L. Wells



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 292,490.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** VLK Architects  
 By: [Signature] Date: 2/7/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES  
FOR THE SUMMER 2014 RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the construction of the summer 2014 renovations in the amount of \$35,055.

**IMPACT RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Material testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the Summer 2014 Renovations.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



February 10, 2014

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 2014  
Lamar Consolidated Independent School District  
Terracon Proposal No. P92140271

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the 2014 LCISD miscellaneous renovations projects. 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**

This project will consist of various renovations of eight (8) schools in the Lamar Consolidated Independent School District in Rosenberg, Texas. Of the eight projects, materials testing services are expected to be required on four (4). These are Packages A, D, G, and H.

**B) SCOPE OF SERVICES**

Terracon prepared the following scope of services based on our review and understanding of the 95% complete project plans and specifications provided by VLK Architects on February 7, 2014.

**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

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



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 (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 and 1 set for every 100 cubic yards of paving. 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 (C39). Four 6" x 12" concrete cylinders per set will be prepared. Two cylinders will be tested at 7 and 28 days.

**Masonry Observation and Mortar and Grout Testing:**

1. Observe and document the mixing proportions of mortar and grout used during construction.
2. Observe the reinforcing steel in CMU walls and bond beams.
3. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
4. 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.

**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.

**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.

**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 estimated cost of **\$35,055**. 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**

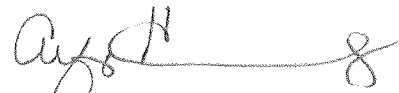
This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project.

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)



Mark D. Wells, P.E., PMP  
Senior Project Materials Engineer



Alfonso Hernandez, P.E.  
Construction Services Manager

**Attachment:**

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

**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD 2014 School Renovations project ("Project"), as described in the Project Information section of Consultant's Proposal dated 02/10/2014 ("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 PREVIOUSLY STATED, 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: *Mark D Wells* Date: **2/11/2014**  
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **mdwells@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Julie Thompson / Board President**  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeeper@lclisd.org**

Reference Number: P92140271



**COST ESTIMATE**  
**FOR CONSTRUCTION MATERIALS TESTING**  
 Miscellaneous Renovations 2014 - Lamar Consolidated ISD  
 Terracon Proposal No. P92140271

| Service   | Quantity | Unit | Unit Rate              | Estimate       |
|---|----------|------|------------------------|----------------|
| <b>PACKAGE A - Austin Elementary School</b>                           |          |      |                        |                |
| Structural Steel  |          |      |                        |                |
| Certified Welding Inspector (CWI)                                     | 10       | hour | \$75.00                | \$750          |
| Vehicle Charge  | 2        | trip | \$60.00                | \$120          |
|   |          |      | <b>Sub-total</b>       | <b>\$870</b>   |
|   |          |      | <b>TOTAL PACKAGE A</b> | <b>\$870</b>   |
| <b>PACKAGE D - Travis Elementary School</b>                           |          |      |                        |                |
| Earthwork and Backfill Observation and Testing                        |          |      |                        |                |
| Engineering Technician  | 50       | hour | \$40.00                | \$2,000        |
| Vehicle Charge  | 7        | trip | \$60.00                | \$420          |
| Nuclear Density Gauge   | 6        | trip | \$50.00                | \$300          |
| Atterberg Limits  | 2        | each | \$55.00                | \$110          |
| Moisture Density Relationship (ASTM D698)                             | 2        | each | \$165.00               | \$330          |
| Optimum Lime Determination  | 1        | each | \$300.00               | \$300          |
|   |          |      | <b>Sub-total</b>       | <b>\$3,460</b> |
| Foundation Observation and Testing                                    |          |      |                        |                |
| Engineering Technician  | 8        | hour | \$40.00                | \$320          |
| Engineering Technician (Overtime)                                     | 2        | hour | \$60.00                | \$120          |
| Vehicle Charge  | 2        | trip | \$60.00                | \$120          |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                     | 1        | set  | \$60.00                | \$60           |
|   |          |      | <b>Sub-total</b>       | <b>\$620</b>   |
| Structural Steel  |          |      |                        |                |
| Certified Welding Inspector (CWI)                                     | 8        | hour | \$75.00                | \$600          |
| Vehicle Charge  | 2        | trip | \$60.00                | \$120          |
|   |          |      | <b>Sub-total</b>       | <b>\$720</b>   |
| Reinforcing/Cast-in-Place Structural Concrete Observation and Testing |          |      |                        |                |
| Engineering Technician  | 84       | hour | \$40.00                | \$3,360        |
| Engineering Technician (Overtime)                                     | 6        | hour | \$60.00                | \$360          |
| Vehicle Charge  | 26       | trip | \$60.00                | \$1,560        |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                     | 16       | set  | \$60.00                | \$960          |
|   |          |      | <b>Sub-total</b>       | <b>\$6,240</b> |
| Asphalt Paving Observation and Testing                                |          |      |                        |                |
| Engineering Technician  | 4        | hour | \$40.00                | \$160          |
| Vehicle Charge  | 1        | trip | \$60.00                | \$60           |
| Nuclear Density Gauge   | 1        | trip | \$50.00                | \$50           |
| Extraction / Gradation  | 1        | each | \$195.00               | \$195          |
| HVEEM Stability   | 1        | set  | \$80.00                | \$80           |
| Molding Specimen (3/set)  | 1        | set  | \$65.00                | \$65           |
| Theoretical Maximum Density   | 1        | each | \$100.00               | \$100          |
| Bulk Density - Lab Molded (3/set)                                     | 1        | set  | \$50.00                | \$50           |
|   |          |      | <b>Sub-total</b>       | <b>\$760</b>   |





**COST ESTIMATE**  
**FOR CONSTRUCTION MATERIALS TESTING**  
 Miscellaneous Renovations 2014 - Lamar Consolidated ISD  
 Terracon Proposal No. P92140271

| Service  | Quantity | Unit | Unit Rate              | Estimate        |
|--|----------|------|------------------------|-----------------|
| <b>Masonry Observations and Testing</b>                                      |          |      |                        |                 |
| Engineering Technician   | 10       | hour | \$40.00                | \$400           |
| Vehicle Charge   | 4        | trip | \$60.00                | \$240           |
| Mortar Test Cubes (6 cubes per set)  | 12       | each | \$25.00                | \$300           |
| Grout Test Prisms (4 prisms per set)   | 8        | each | \$25.00                | \$200           |
|  |          |      | <b>Sub-total</b>       | <b>\$1,140</b>  |
|  |          |      | <b>TOTAL PACKAGE D</b> | <b>\$12,940</b> |
| <b>PACKAGE G - Alternative Learning Center</b>                               |          |      |                        |                 |
| <b>Earthwork and Backfill Observation and Testing</b>                        |          |      |                        |                 |
| Engineering Technician   | 60       | hour | \$40.00                | \$2,400         |
| Vehicle Charge   | 7        | trip | \$60.00                | \$420           |
| Nuclear Density Gauge  | 6        | trip | \$50.00                | \$300           |
| Atterberg Limits   | 8        | each | \$55.00                | \$440           |
| Moisture Density Relationship (ASTM D698)                                    | 3        | each | \$165.00               | \$495           |
| Optimum Lime Determination   | 1        | each | \$300.00               | \$300           |
|  |          |      | <b>Sub-total</b>       | <b>\$4,355</b>  |
| <b>Foundation Observation and Testing</b>                                    |          |      |                        |                 |
| Engineering Technician   | 28       | hour | \$40.00                | \$1,120         |
| Engineering Technician (Overtime)  | 4        | hour | \$60.00                | \$240           |
| Vehicle Charge   | 8        | trip | \$60.00                | \$480           |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                            | 4        | set  | \$60.00                | \$240           |
|  |          |      | <b>Sub-total</b>       | <b>\$2,080</b>  |
| <b>Reinforcing/Cast-in-Place Structural Concrete Observation and Testing</b> |          |      |                        |                 |
| Engineering Technician   | 88       | hour | \$40.00                | \$3,520         |
| Engineering Technician (Overtime)  | 4        | hour | \$60.00                | \$240           |
| Vehicle Charge   | 28       | trip | \$60.00                | \$1,680         |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                            | 18       | set  | \$60.00                | \$1,080         |
|  |          |      | <b>Sub-total</b>       | <b>\$6,520</b>  |
| <b>Masonry Observations and Testing</b>                                      |          |      |                        |                 |
| Engineering Technician   | 10       | hour | \$40.00                | \$400           |
| Vehicle Charge   | 4        | trip | \$60.00                | \$240           |
| Mortar Test Cubes (6 cubes per set)  | 12       | each | \$25.00                | \$300           |
| Grout Test Prisms (4 prisms per set)   | 8        | each | \$25.00                | \$200           |
|  |          |      | <b>Sub-total</b>       | <b>\$1,140</b>  |
| <b>Structural Steel</b>  |          |      |                        |                 |
| Certified Welding Inspector (CWI)  | 24       | hour | \$75.00                | \$1,800         |
| Vehicle Charge   | 4        | trip | \$60.00                | \$240           |
|  |          |      | <b>Sub-total</b>       | <b>\$2,040</b>  |
|  |          |      | <b>TOTAL PACKAGE G</b> | <b>\$16,135</b> |



**COST ESTIMATE**  
**FOR CONSTRUCTION MATERIALS TESTING**  
 Miscellaneous Renovations 2014 - Lamar Consolidated ISD  
 Terracon Proposal No. P92140271

| Service   | Quantity | Unit | Unit Rate                  | Estimate       |
|---|----------|------|----------------------------|----------------|
| <b>PACKAGE H - Foster High School CTE</b>                             |          |      |                            |                |
| Earthwork and Backfill Observation and Testing                        |          |      |                            |                |
| Engineering Technician  | 12       | hour | \$40.00                    | \$480          |
| Vehicle Charge  | 2        | trip | \$60.00                    | \$120          |
| Nuclear Density Gauge   | 1        | trip | \$50.00                    | \$50           |
| Atterberg Limits  | 1        | each | \$55.00                    | \$55           |
| Moisture Density Relationship (ASTM D698)                             | 1        | each | \$165.00                   | \$165          |
|   |          |      | <b>Sub-total</b>           | <b>\$870</b>   |
| Foundation Observation and Testing                                    |          |      |                            |                |
| Engineering Technician  | 8        | hour | \$40.00                    | \$320          |
| Vehicle Charge  | 1        | trip | \$60.00                    | \$60           |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                     | 1        | set  | \$60.00                    | \$60           |
|   |          |      | <b>Sub-total</b>           | <b>\$440</b>   |
| Reinforcing Cast-in-Place Structural Concrete Observation and Testing |          |      |                            |                |
| Engineering Technician  | 8        | hour | \$40.00                    | \$320          |
| Vehicle Charge  | 2        | trip | \$60.00                    | \$120          |
| Concrete Test Cylinders (ASTM C39) 4 cyl. per set                     | 1        | set  | \$60.00                    | \$60           |
|   |          |      | <b>Sub-total</b>           | <b>\$500</b>   |
|   |          |      | <b>TOTAL PACKAGE H</b>     | <b>\$1,810</b> |
| <b>Project Management</b>   |          |      |                            |                |
| Project Engineer, P.E.  | 30       | hour | \$110.00                   | \$3,300        |
|   |          |      | <b>TOTAL PROJECT ENGR.</b> | <b>\$3,300</b> |

**SUMMARY OF ESTIMATED COST**

|   |                 |
|---|-----------------|
| Package A - Austin Elementary School    | \$870           |
| Package D - Travis Elementary School    | \$12,940        |
| Package G - Alternative Learning Center | \$16,135        |
| Package H - Foster High School CTE      | \$1,810         |
| Project Management                      | \$3,300         |
| <b>TOTAL</b>                            | <b>\$35,055</b> |

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING CONSULTANT  
SERVICES FOR THE SUMMER 2014 RENOVATION PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the summer 2014 renovation projects not to exceed the amount of \$44,595.

**IMPACT/RATIONALE:**

Testing and balancing services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget. The testing and balancing will provide final adjustments to the HVAC equipment installed in the summer 2014 renovation projects at Austin Elementary, Beasley Elementary, Taylor Ray Elementary, Travis Elementary, Lamar Junior High, Lamar Consolidated High, Alternative Learning Center, and Foster High.

**PROGRAM DESCRIPTION:**

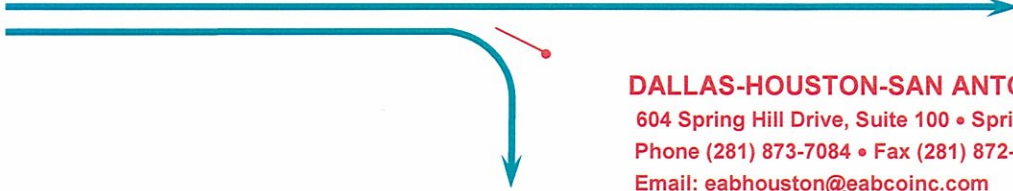
Upon approval Engineered Air Balance will provide testing and balancing consulting services for the summer 2014 renovation projects.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**DALLAS-HOUSTON-SAN ANTONIO**

604 Spring Hill Drive, Suite 100 • Spring, Texas 77386

Phone (281) 873-7084 • Fax (281) 872-6309

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company  
1002 ½ East Stadium Drive  
Rosenberg, Texas 77471

RE: Lamar CISD Miscellaneous  
Renovations 2014

ATTENTION: Stefanie Roberts

DATE: February 11, 2014

We are pleased to quote our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated February 7, 2014 and Specification Section 23 05 93 entitled "Testing, Balancing and Adjusting (TAB) of Environmental Systems."

|   |                     |
|---|---------------------|
| A. Austin Elementary School .....                                     | \$ 16,495.00        |
| Air Side Balanced per zone and capacities for AHU's, MZU's and 3 EF's |                     |
| B. Beasley Elementary School .....                                    | \$ 8,065.00         |
| Air Side Balanced per zone and capacities for AHU's, MZU's and 2 EF's |                     |
| C. Taylor Ray Elementary School.....                                  | \$ 1,780.00         |
| New Toilet Exhaust Fans   |                     |
| D. Travis Elementary School .....                                     | \$ 1,555.00         |
| Alt 1 .....   | \$ 940.00           |
| Central Plant Pumps   |                     |
| E. Lamar Junior High School .....                                     | \$ 2,085.00         |
| Central Plant Pumps   |                     |
| F. Lamar Consolidated High School .....                               | \$ 3,490.00         |
| Cooling Towers, Pumps and Boilers                                     |                     |
| G. Alternative Learning Center .....                                  | \$ 8,815.00         |
| New Addition  |                     |
| H. Foster High School .....   | \$ 1,370.00         |
| Welding Exhaust Fan and Hoods   |                     |
| <b>TOTAL NET PRICE FOR THE ABOVE SERVICES.....</b>                    | <b>\$ 44,595.00</b> |

*Integrity, Quality, Consistency, Teamwork since 1956*

We thank you for the opportunity of quoting our services. This quote will expire thirty (30) days from the date shown above. Please reference this quote number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

A handwritten signature in black ink, appearing to read 'C. G. Conaway', is written over the printed name. The signature is stylized with loops and a long horizontal stroke extending to the right.

C. G. Conaway  
Sales Manager

G:\BIDS BY YEAR\2014 Bids\2140069 LAMAR CISD MISCELLANEOUS RENOVATIONS 2014\BILLING\2140069 Quote Gilbane.doc

*Integrity, Quality, Consistency, Teamwork since 1956*

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE NEW CHURCHILL  
FULSHEAR JR. HIGH AND DEAN LEAMAN JUNIOR HIGH**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for the new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools, as presented by PBK Architects.

**IMPACT/RATIONALE:**

PBK Architects will be presenting the design development for the new Churchill Fulshear, Jr. High and Dean Leaman 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 the construction of the new Churchill Fulshear, Jr. High and Dean Leaman Junior High. 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 THIRD PARTY REVIEW CONSULTING SERVICES  
FOR THE NEW ARREDONDO ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for the third party review consulting services for the new Arredondo Elementary in the amount of \$1,750.

**IMPACT/RATIONALE:**

On November 8, 2011 a bond referendum was approved that included the construction of the new Arredondo Elementary. The State of Texas requires that a third party review the design for compliance with the Texas Accessibility Standards. This plan review will ensure substantial compliance with the codes referenced. Funding for this review is included in the 2011 Bond referendum.

**PROGRAM DESCRIPTION:**

Upon approval Winning Way will start the review process of the new Arredondo Elementary for compliance with the Texas Accessibility Standards.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
PAGER 281-278-1833  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

PLAN REVIEWS – INSPECTIONS  
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

January 20, 2014

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
Arredondo Elementary  
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – Elementary School  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during telephone conversations, with Mr. Lorin Pargoud, of PBK Architects.

#### SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.



The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Arredondo Elementary School  
Lamar Consolidated ISD

|                       |            |
|-----------------------|------------|
| TAS – Plan Review     | \$800.00   |
| TAS – Site Inspection | \$775.00   |
| TDLR Fee              | \$175.00   |
| Total                 | \$1,750.00 |

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1<sup>st</sup> of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

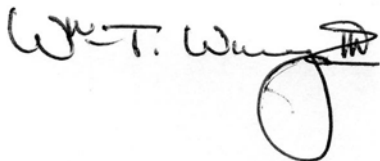
This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

A handwritten signature in black ink that reads "W. T. Winning III". The signature is written in a cursive style with a large, stylized "W" and "I" at the end.

William T. Winning III – CBO  
WINNING WAY SERVICES, INC.

Arredondo Elementary  
Lamar Consolidated ISD  
January 20, 2014  
Page 4 of 4

Cc: File

**ACCEPTANCE:**

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve Charlie Kalkomey Surveying for professional surveying services (topographical survey) for the new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools not to exceed the amount of \$5,500.

**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 new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools.

**PROGRAM DESCRIPTION:**

Upon approval Charlie Kalkomey Surveying will begin the topographical survey needed for the design of the new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.  
A JONES & CARTER COMPANY**

6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033  
Texas Board of Professional Land Surveying Registration No. 10046104

February 4, 2014

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Partial Topographic Survey at the Lamar C.I.S.D. High School Complex No. 5  
Enoch Latham Survey, Abstract 50  
City of Fulshear, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is beginning the next phase of development on the Lamar C.I.S.D. High School Complex No. 5 site in Fulshear.

This proposal is for a topographic survey of specific areas on the site as identified by PBK Engineers. The survey will be prepared according to the Texas Society of Professional Surveyors Standards and Specifications for a Category 6, Condition I Survey and will identify the relevant topographic features as designated by PBK and Gilbane. The final product will be an AutoCAD file prepared for delivery to PBK. The fee for our services is \$5,500.00.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5869

CDK/mon  
E:\Surveying\proposals\LCISD Fulshear 2014.doc  
Enclosure

\_\_\_\_\_  
Accepted By: (Signature)  
(Party liable for payment)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed) Phone Number

## AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Charlie Kalkomey Surveying, Inc. (CKSI) to proceed with the work, unless stated otherwise in the AGREEMENT.

## STANDARD OF PRACTICE

Services performed by CKSI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by CKSI.

## BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay CKSI for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by CKSI on a monthly basis and the full amount shall be due and payable to CKSI upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify CKSI in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by CKSI more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

## OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by CKSI pursuant to this AGREEMENT are instruments of service in respect to the Project and CKSI shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by CKSI for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to CKSI, and the CLIENT shall indemnify and hold harmless CKSI from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

## INSURANCE

CKSI agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

## LIMITATION OF LIABILITY

*CKSI agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that CKSI shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.*

## INDEMNIFICATION

CKSI agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including

reasonable attorney's fees and costs of defense) to the extent caused by CKSI's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom CKSI is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CKSI harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

CKSI is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

## CONSEQUENTIAL DAMAGES

*The CLIENT shall not be liable to CKSI and CKSI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CKSI employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.*

## TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of CKSI's services either by the CLIENT or by CKSI, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to CKSI for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with CKSI's currently effective hourly rate schedule and direct expense reimbursement policy.

## SUCCESSORS AND ASSIGNS

CLIENT and CKSI each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor CKSI shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and CKSI.

Charlie Kalkomey Surveying, Inc. is a company name (d.b.a.) that Jones & Carter, Inc., uses for its survey division. This agreement is with Jones & Carter, Inc. (J&C), and for all legal purposes, J&C replaces CKSI.

## SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and CKSI, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

## CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

**CONSIDER APPROVAL OF DISTRICT-WIDE COMPUTER REFRESH**

**RECOMMENDATION:**

That the Board of Trustees approve Dell to provide services, hardware, and software to facilitate the District-Wide Computer Refresh project in the amount of \$9,406,489.

**IMPACT/RATIONALE:**

RFP 40-2013 establishes a supply and service vendor to provide complete, comprehensive and turn-key services for all proposed system hardware, software and ancillary products, including all costs for training, warranty, maintenance, project management, project close-out, etc. This proposal facilitates procurement of industry standard computing devices for instruction and business operations. The objective of this RFP is to standardize the LCISD computing environment with 6 to 8 different models across the entire district using a combination of a complete replacement (refresh), and re-use (re-deployment) of some models that have been identified as usable for the next 2 to 3 years by combining each re-deployable machine with a new monitor. In addition to the hardware and services requirements, the District is also seeking to implement a district-wide enterprise solution to manage its computer inventory, application deployment, operating system patching, imaging, and service desk. This project will be funded from the \$10,560,000 allocated in the 2011 Bond for this purpose.

**PROGRAM DESCRIPTION:**

Technology Services worked with the Purchasing department on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid. With approval of the recommendation, the project start-up date will be February 21, 2014. LCISD is requesting all work associated with this RFP be 100% completed and accepted no later than close of business on August 15, 2014.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jill Ludwig, Chief Financial Officer  
Chris Nilsson, Director of Technology Integration  
Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**RFP 40-2013, District-Wide Computer Refresh  
Bid Tabulation  
February 20, 2014**

**Technology Items Needed**

| Type                       | Qty  |
|----------------------------|------|
| Laptop- Student Use        | 5000 |
| Laptop- Staff              | 1050 |
| Laptop- Staff Compact      | 100  |
| Laptop- Career and Tech Ed | 100  |
| Desktop- General           | 3500 |
| Desktop- Video upgrade     | 120  |
| Monitor                    | 9000 |
| Docking Station            | 500  |

|  | Dell                  | CDI                   | CDWG                  | Micro Integration      | Premier Logitech      | Prime Systems         |
|--|-----------------------|-----------------------|-----------------------|------------------------|-----------------------|-----------------------|
| <b>Hardware and Services</b>   |                       |                       |                       |                        |                       |                       |
| LAPTOP- CART   | \$2,619,450.00        | \$2,899,250.00        | \$3,205,000.00        | \$3,606,850.00         | \$3,087,450.00        | \$3,225,000.00        |
| LAPTOP- STAFF  | \$912,334.50          | \$1,184,400.00        | \$996,975.00          | \$1,071,000.00         | \$1,035,027.00        | \$1,012,200.00        |
| LAPTOP- COMPACT  | \$86,889.00           | \$112,800.00          | \$114,200.00          | \$126,312.00           | \$98,574.00           | \$115,400.00          |
| LAPTOP- CTE  | \$91,289.00           | \$112,800.00          | \$109,210.00          | \$117,995.00           | \$103,204.00          | \$110,400.00          |
| DESKTOP- General   | \$2,268,070.00        | \$2,470,475.00        | \$2,064,020.00        | \$2,358,440.00         | \$2,655,170.00        | \$2,121,000.00        |
| DEKSTOP- General w/video upgrade   | \$86,866.80           | \$91,920.00           | \$80,510.40           | \$87,916.80            | \$100,612.80          | \$82,320.00           |
| Monitor  | \$1,142,010.00        | \$1,142,010.00        | \$1,341,000.00        | \$1,711,440.00         | \$1,590,930.00        | \$1,332,000.00        |
| Docking Station  | Not Required          | \$47,000.00           | \$68,000.00           | \$71,295.00            | Not Required          | \$72,000.00           |
| Performance Bond Cost  | \$33,381.16           | Included Per Unit     | Included Per Unit     | Included Per Unit      | Included Per Unit     | Included Per Unit     |
| Warranty upgrade Accidental Coverage (laptops only)  | \$715,625.00          | \$856,250.00          | \$1,035,250.00        | \$1,025,000.00         | \$756,250.00          | \$1,025,000.00        |
| Deployment Services  | \$744,790.20          | \$225,500.00          | \$689,419.50          | Included in unit cost  | Included in unit      | Included in unit      |
| <b>Sub-Total</b>   | <b>\$8,700,705.66</b> | <b>\$9,142,405.00</b> | <b>\$9,703,584.90</b> | <b>\$10,176,248.80</b> | <b>\$9,427,217.80</b> | <b>\$9,095,320.00</b> |
| <b>Lifecycle Mgmt System</b>   |                       |                       |                       |                        |                       |                       |
| Lifecycle Mgmt System 30,000 seats   | \$348,483.34          | Not Bid               | Not Bid               | Not Bid                | \$393,067.18          | \$462,800.00          |
| <b>Options</b>   |                       |                       |                       |                        |                       |                       |
| CART Laptop Upgrade from Celeron to Core i3 processor, upgrade battery from 4 cell to 6 cell | \$357,300.00          | Not Offered           | Not Offered           | Not Offered            | Not Offered           | Not Offered           |
| <b>Project Total</b>   | <b>\$9,406,489.00</b> |                       |                       |                        |                       |                       |

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RFP 40-2013, District-Wide Computer Refresh  
 Bid Evaluation  
 February 20, 2014

| Area              | Description of Evaluation   | Point | Dell  | CDI Computer Dealers Inc. | CDW Government | Micro Integration | Premier Logitech | Prime Systems / Directron.com |
|-------------------|---|-------|-------|---------------------------|----------------|-------------------|------------------|-------------------------------|
| <b>References</b> | Relevant Public Sector Experience and their quality of Service  | 5     | 5.0   | 5.0                       | 5.0            | 5.0               | 5.0              | 5.0                           |
|                   | Has other customers in Public Education with similar size to LCISD  | 10    | 10.0  | 9.6                       | 9.8            | 0.8               | 10.0             | 9.6                           |
| <b>Proposal</b>   | Evidence of financial stability   | 5     | 5.0   | 2.2                       | 2.2            | 0.0               | 0.0              | 0.0                           |
|                   | Evidence of support mechanism   | 5     | 5.0   | 1.0                       | 2.8            | 0.0               | 3.6              | 2.6                           |
|                   | Vendor is manufacturer certified reseller and has certified staff and imaging replication hardware/software resources | 10    | 10.0  | 10.0                      | 10.0           | 10.0              | 10.0             | 10.0                          |
|                   | Project duration and schedule   | 10    | 10.0  | 10.0                      | 2.2            | 0.0               | 10.0             | 10.0                          |
|                   | Performance Bond  | 5     | 5.0   | 5.0                       | 5.0            | 5.0               | 5.0              | 5.0                           |
| <b>Price</b>      | Proposal Cost --Total Cost and Residual Cost  | 50    | 50.0  | 39.2                      | 27.8           | 20.0              | 33.0             | 42.4                          |
|                   | Total   | 100   | 100.0 | 82.0                      | 64.8           | 40.8              | 76.6             | 84.6                          |

**CONSIDER APPROVAL OF DARK FIBER WAN CONNECTIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Phonoscope Light Wave to provide leased dark fiber infrastructure for wide area network connections at Arredondo Elementary School in the amount of \$36,237 and Powell Point in the amount of \$268,114.

**IMPACT/RATIONALE:**

RFP 39-2013 provides a dark fiber optic network infrastructure to support the technology requirements of the District as defined through long-range technology and facilities planning. The proposal requires a wide area network that will provide the capacity to deliver the District's data, voice and video to each campus. All operational and on-going services and maintenance will be provided under this contract.

Network connections for Arredondo Elementary School will be paid for out of bond funds dedicated to construction and technology for Arredondo. It is projected that federal E-Rate funding will reimburse the District for 50% of the costs related to Arredondo but completing this project is not dependent on that funding.

It is also projected that federal E-Rate funding will reimburse the district for 90% of the costs related to Powell Point and completion of this project may be contingent upon this funding. This contingency will be reflected in the contract with the vendor. The District's portion of the costs for this campus will be paid out of bond funds dedicated to network infrastructure upgrades.

**PROGRAM DESCRIPTION:**

Technology Services worked with the Purchasing department on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid. With approval of the recommendation, the project start-up date will be July 1, 2014.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jill Ludwig, Chief Financial Officer  
Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF NETWORK CORE SWITCHES**

**RECOMMENDATION:**

That the Board of Trustees approve Micro Integration for professional services relating to the supply and installation of Network Core Switches in the amount of \$183,373.35.

**IMPACT/RATIONALE:**

The Lamar CISD Wide Area Network connects all district sites and users to the Internet and all district applications. This connectivity is accomplished through a combination of network switching components. Many of these components are substandard and have reached their end of support status and need to be upgraded. The upgrade process will replace outdated components and repurpose existing viable components where possible resulting in a Wide Area Network core infrastructure with current model components and increased bandwidth connectivity to district sites.

**PROGRAM DESCRIPTION:**

This purchase utilizes co-op pricing and further discounts offered in conjunction with the network infrastructure upgrade project approved in January, 2014. Funds from the Technology portion of the 2011 Bond referendum dedicated to network infrastructure will be used to fund this project.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



presented by: David Patterson  
 Micro Integration Tel: 713-785-4596  
 10801 Hammerly Fax: 713-785-2276  
 Suite 246  
 Houston, Texas 77043

Choice Partners (HCDE) Contract # 09/052JC-11

February 11, 2014

Lamar CISD  
 Core Switch Upgrade

Upgrade existing 6500 Switches

6509 Keep existing WiSM Blades and 10/100/1000 Blades

| Manf.             | Model                                   | Description  | List    | Cust. Cost | Qty | Ext. Cost          |
|-------------------|---|--|---------|------------|-----|--------------------|
| Cisco             | WS-C6509-E=                             | Catalyst 6500 Enhanced 9-slot chassis 14RU no PS no Fan Tray | 9500.00 | 3705.00    | 1   | \$3,705.00         |
| Cisco             | CON-SNT-WS-C6509                        | 8x5xNBD ServiceCatalyst 6509                                 | 6825.00 | 4777.50    | 1   | \$4,777.50         |
| Cisco             | WS-CAC-6000W                            | Cat6500 6000W AC Power Supply                                | 5000.00 | 1950.00    | 1   | \$1,950.00         |
| Cisco             | CAB-AC-C6K-TWLK                         | Power Cord 250Vac 16A twist lock NEMA L6-20 plug US          | 0.00    | 0.00       | 2   | \$0.00             |
| Cisco             | WS-C6509-E-FAN                          | Catalyst 6509-E Chassis Fan Tray                             | 495.00  | 193.05     | 1   | \$193.05           |
| Cisco             | PSU-BLANK-COVER                         | Power Supply Blank Cover                                     | 0.00    | 0.00       | 1   | \$0.00             |
| Liebert           | GXT3-3000RT208                          | 3000 VA UPS for 208 VAC                                      | 3180.00 | 2544.00    | 1   | \$2,544.00         |
| MI                | Installation and Configuration Services |  |         | 1000.00    | 1   | \$1,000.00         |
| <b>6509 Total</b> |   |  |         |            |     | <b>\$14,169.55</b> |

6513 Add 2) 16 port 10 Gigabit Blades

|                   |   |  |          |          |    |                    |
|-------------------|---|--|----------|----------|----|--------------------|
| Cisco             | WS-C6513-E=                             | Enh C6513 Chassis 13slot 19RU No Pow Supply No Fan Tray    | 16000.00 | 6240.00  | 1  | \$6,240.00         |
| Cisco             | CON-SNT-C6513E                          | SMARTNET 8X5XNBD Enh C6513 Chassis 1                       | 11550.00 | 8085.00  | 1  | \$8,085.00         |
| Cisco             | WS-CAC-6000W                            | Cat6500 6000W AC Power Supply                              | 5000.00  | 1950.00  | 1  | \$1,950.00         |
| Cisco             | CAB-AC-C6K-TWLK                         | Power Cord 250Vac 16A twist lock NEMA L6-20 plug US        | 0.00     | 0.00     | 2  | \$0.00             |
| Cisco             | WS-C6513-E-FAN                          | Catalyst 6513-E Fan Tray                                   | 0.00     | 0.00     | 1  | \$0.00             |
| Cisco             | PSU-BLANK-COVER                         | Power Supply Blank Cover                                   | 0.00     | 0.00     | 1  | \$0.00             |
| Cisco             | WS-X6816-10G-2T=                        | 16 Port 10G with DFC4                                      | 32000.00 | 12480.00 | 2  | \$24,960.00        |
| FluxLight         | X2-10GB-ER=                             | 10GBASE-ER X2 Module                                       | 10000.00 | 2000.00  | 5  | \$10,000.00        |
| FluxLight         | X2-10GB-LR                              | 10GBASE-LR X2 Module                                       | 4000.00  | 800.00   | 26 | \$20,800.00        |
| FluxLight         | X2-10GB-SR=                             | 10GBASE-SR X2 Module                                       | 1995.00  | 498.75   | 1  | \$498.75           |
| Cisco             | VS-S720-10G-3C                          | Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C | 42000.00 | 6300.00  | 1  | \$6,300.00         |
| Liebert           | GXT3-3000RT208                          | 3000 VA UPS for 208 VAC                                    | 3180.00  | 2544.00  | 1  | \$2,544.00         |
| MI                | Installation and Configuration Services |  |          | 1000.00  | 1  | \$1,000.00         |
| <b>6513 Total</b> |   |  |          |          |    | <b>\$82,377.75</b> |

Campus Equipment for 10 Gigabit Connections

10 Gigabit Fiber Transceivers for Campus Core Switches for 10 Gig connections

|           |             |                      |          |         |   |            |
|-----------|-------------|----------------------|----------|---------|---|------------|
| FluxLight | X2-10GB-ER= | 10GBASE-ER X2 Module | 10000.00 | 2000.00 | 1 | \$2,000.00 |
|-----------|-------------|----------------------|----------|---------|---|------------|

|           |             |                       |          |         |    |             |
|-----------|-------------|-----------------------|----------|---------|----|-------------|
| FluxLight | SFP-10G-ER= | 10GBASE-ER SFP Module | 10000.00 | 2000.00 | 5  | \$10,000.00 |
| FluxLight | X2-10GB-LR  | 10GBASE-LR X2 Module  | 4000.00  | 800.00  | 2  | \$1,600.00  |
| FluxLight | SFP-10G-LR= | 10GBASE-LR SFP Module | 3995.00  | 599.25  | 26 | \$15,580.50 |

**Campus Transceivers Total**

**\$29,180.50**

6513 Upgrade

| Manf. | Model                                   | Description  | List     | Cust. Cost | Qty | Ext. Cost   |
|-------|---|--|----------|------------|-----|-------------|
| Cisco | WS-C6509-E                              | Catalyst 6500 Enhanced 9-slot chassis 14RU no PS no Fan Tray | 9500.00  | 3705.00    | 1   | \$3,705.00  |
| Cisco | CON-SNT-WS-C6509                        | 8x5xNBD ServiceCatalyst 6509                                 | 6825.00  | 4777.50    | 1   | \$4,777.50  |
| Cisco | VS-S2T-10G                              | Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4  | 28000.00 | 10920.00   | 1   | \$10,920.00 |
| Cisco | MEM-C6K-INTFL1GB                        | Internal 1G Compact Flash                                    | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | VS-F6K-PFC4                             | Cat 6k 80G Sys Daughter Board Sup2T PFC4                     | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | VS-SUP2T-10G                            | Catalyst 6500 Supervisor Engine 2T Baseboard                 | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | MEM-SUP2T-2GB                           | Catalyst 6500 2GB memory for Sup2T and Sup2TXL               | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | S2TISK9-15001SY                         | Cisco CAT6000-VS-S2T IOS IP SERV FULL ENCRYPT                | 10000.00 | 3900.00    | 1   | \$3,900.00  |
| Cisco | WS-X6816-10T-2TXL                       | 16 Port 10G Ethernet Copper Module with DFC4XL               | 30000.00 | 11700.00   | 1   | \$11,700.00 |
| Cisco | WS-F6K-DFC4-EXL                         | Cat 6k 80G Sys Daughter Board DFC4EXL                        | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-X6816-10T                            | 16 Port 10G Ethernet Copper Base PID                         | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-X6816-10T-2TXL                       | 16 Port 10G Ethernet Copper Module with DFC4XL               | 30000.00 | 11700.00   | 1   | \$11,700.00 |
| Cisco | WS-F6K-DFC4-EXL                         | Cat 6k 80G Sys Daughter Board DFC4EXL                        | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-X6816-10T                            | 16 Port 10G Ethernet Copper Base PID                         | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-X6848-TX-2T                          | C6k 48-port 10/100/1000 GE Mod: fabric enabled RJ-45 DFC4    | 15000.00 | 5850.00    | 1   | \$5,850.00  |
| Cisco | WS-F6K-DFC4-A                           | Cat 6k 80G Sys Daughter Board DFC4A for ABA Cards            | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-X6848-GE-TX                          | 48 PORT 1G COPPER BASEBOARD                                  | 0.00     | 0.00       | 1   | \$0.00      |
| Cisco | WS-CAC-6000W                            | Cat6500 6000W AC Power Supply                                | 5000.00  | 1950.00    | 2   | \$3,900.00  |
| Cisco | CAB-AC-C6K-TWLK                         | Power Cord 250Vac 16A twist lock NEMA L6-20 plug US          | 0.00     | 0.00       | 4   | \$0.00      |
| Cisco | WS-C6509-E-FAN                          | Catalyst 6509-E Chassis Fan Tray                             | 495.00   | 193.05     | 1   | \$193.05    |
| MI    | Installation and Configuration Services |  |          | 1000.00    | 1   | \$1,000.00  |

**Upgrade 6500 Total**

**\$57,645.55**

**Project Total**

**\$183,373.35**

**INFORMATION ITEM: DEMOGRAPHIC UPDATE**

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, district-wide projections and long-range planning. PASA has completed the spring update and will provide information to the board.

Dr. Pat Guseman and Dr. Stacey Tepera will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle, Superintendent



**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF JANUARY 31, 2014)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through January 31, 2014, Lamar had collected 86.2% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- 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  
January 2014**

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 |
|---------------|-------------------------|---------------------|---------------------|-------------------------|-------------------------|--------------------------------------|-------------------------|--------------------------------------|
| 13            | \$ 61,200,474.81        | \$ -                | \$ -                | \$ 61,200,474.81        | \$ 45,790,837.08        | \$ -                                 | \$ 15,409,637.73        | \$ -                                 |
| 12            | \$ 119,188.79           | \$ 15,024.45        | \$ 14,372.69        | \$ 148,585.93           | \$ 89,178.25            | \$ 25,614.15                         | \$ 30,010.54            | \$ 3,782.99                          |
| 11            | \$ 84,824.15            | \$ 6,067.81         | \$ 3,681.32         | \$ 94,573.28            | \$ 62,245.82            | \$ 8,134.03                          | \$ 22,578.33            | \$ 1,615.10                          |
| 10            | \$ 65,179.79            | \$ 4,062.49         | \$ 1,580.83         | \$ 70,823.11            | \$ 48,724.21            | \$ 4,617.68                          | \$ 16,455.58            | \$ 1,025.64                          |
| 09            | \$ 61,928.65            | \$ 4,846.03         | \$ 1,784.97         | \$ 68,559.65            | \$ 48,726.74            | \$ 5,603.92                          | \$ 13,201.91            | \$ 1,027.08                          |
| 08            | \$ 63,477.40            | \$ 4,768.67         | \$ 1,328.01         | \$ 69,574.08            | \$ 49,931.34            | \$ 5,077.75                          | \$ 13,546.06            | \$ 1,018.93                          |
| 07            | \$ 5,977.11             | \$ 1,030.56         | \$ 453.50           | \$ 7,461.17             | \$ 4,625.41             | \$ 1,247.69                          | \$ 1,351.70             | \$ 236.37                            |
| 06            | \$ 4,571.17             | \$ 603.27           | \$ 247.64           | \$ 5,422.08             | \$ 3,929.27             | \$ 766.09                            | \$ 641.90               | \$ 84.82                             |
| 05            | \$ 2,375.98             | \$ 630.70           | \$ 221.95           | \$ 3,228.63             | \$ 2,099.42             | \$ 779.23                            | \$ 276.56               | \$ 73.42                             |
| 04            | \$ 1,288.36             | \$ 565.98           | \$ 208.81           | \$ 2,063.15             | \$ 1,138.39             | \$ 708.91                            | \$ 149.97               | \$ 65.88                             |
| 03            | \$ 213.03               | \$ 257.35           | \$ 68.65            | \$ 539.03               | \$ 191.97               | \$ 300.57                            | \$ 21.06                | \$ 25.43                             |
| 02            | \$ 547.12               | \$ 728.48           | \$ 184.64           | \$ 1,460.24             | \$ 493.05               | \$ 841.13                            | \$ 54.07                | \$ 71.99                             |
| 01            | \$ 386.11               | \$ 589.89           | \$ 145.98           | \$ 1,121.98             | \$ 353.37               | \$ 686.03                            | \$ 32.74                | \$ 49.84                             |
| 00            | \$ 610.47               | \$ 988.83           | \$ 239.90           | \$ 1,839.20             | \$ 543.45               | \$ 1,120.18                          | \$ 67.02                | \$ 108.55                            |
| 99            | \$ 863.18               | \$ 1,519.05         | \$ 357.33           | \$ 2,739.56             | \$ 779.98               | \$ 1,729.97                          | \$ 83.20                | \$ 146.41                            |
| 98            | \$ 771.95               | \$ 1,453.28         | \$ 333.79           | \$ 2,559.02             | \$ 713.69               | \$ 1,677.38                          | \$ 58.26                | \$ 109.69                            |
| 97            | \$ 774.49               | \$ 1,552.90         | \$ 349.11           | \$ 2,676.50             | \$ 716.04               | \$ 1,784.81                          | \$ 58.45                | \$ 117.20                            |
| 96            | \$ 801.97               | \$ 1,711.08         | \$ 376.96           | \$ 2,890.01             | \$ 734.04               | \$ 1,943.28                          | \$ 67.93                | \$ 144.76                            |
| 95            | \$ 312.13               | \$ 704.42           | \$ 152.49           | \$ 1,169.04             | \$ 295.44               | \$ 819.22                            | \$ 16.69                | \$ 37.69                             |
| 94            | \$ 207.70               | \$ 491.23           | \$ 104.85           | \$ 803.78               | \$ 196.93               | \$ 570.62                            | \$ 10.77                | \$ 25.46                             |
| 93            | \$ 181.50               | \$ 450.12           | \$ 94.74            | \$ 726.36               | \$ 173.41               | \$ 524.79                            | \$ 8.09                 | \$ 20.07                             |
| 92            | \$ 181.50               | \$ 471.90           | \$ 98.01            | \$ 751.41               | \$ 177.91               | \$ 560.57                            | \$ 3.59                 | \$ 9.34                              |
| 91            |                         |                     |                     | \$ -                    |                         |                                      |                         |                                      |
| 90            |                         |                     |                     | \$ -                    |                         |                                      |                         |                                      |
| 89 & prior    |                         |                     |                     | \$ -                    |                         |                                      |                         |                                      |
| <b>Totals</b> | <b>\$ 61,615,137.36</b> | <b>\$ 48,518.49</b> | <b>\$ 26,386.17</b> | <b>\$ 61,690,042.02</b> | <b>\$ 46,106,805.21</b> | <b>\$ 65,108.00</b>                  | <b>\$ 15,508,332.15</b> | <b>\$ 9,796.66</b>                   |

**Lamar Consolidated ISD  
Tax Collections  
September 1, 2013-August 31, 2014  
(Year-To-Date)**

Exhibit B

| Year          | Original Tax            | Adjustments           | Adjusted Tax            | Taxes Paid               | Penalty & Interest  | Collection Fees     | Total Payments          | Total Taxes 1-31-14    |
|---------------|-------------------------|-----------------------|-------------------------|--------------------------|---------------------|---------------------|-------------------------|------------------------|
| 13            | \$ 142,546,725.94       | \$ 6,837,377.27       | \$ 149,384,103.21       | \$ 128,806,418.05        | \$ -                | \$ -                | \$ 128,806,418.05       | \$ 20,577,685.16       |
| 12            | \$ 1,236,663.96         | \$ 95,438.64          | \$ 1,332,102.60         | \$ 517,873.27            | \$ 101,343.21       | \$ 112,961.60       | \$ 732,178.08           | \$ 814,229.33          |
| 11            | \$ 546,327.21           | \$ 67,011.18          | \$ 613,338.39           | \$ 182,440.56            | \$ 32,907.87        | \$ 23,694.28        | \$ 239,042.71           | \$ 430,897.83          |
| 10            | \$ 396,600.60           | \$ 54,082.01          | \$ 450,682.61           | \$ 118,218.82            | \$ 20,632.71        | \$ 10,916.19        | \$ 149,767.72           | \$ 332,463.79          |
| 09            | \$ 326,256.10           | \$ 53,034.17          | \$ 379,290.27           | \$ 116,385.41            | \$ 22,792.88        | \$ 10,410.81        | \$ 149,589.10           | \$ 262,904.86          |
| 08            | \$ 259,568.71           | \$ 46,751.83          | \$ 306,320.54           | \$ 84,568.58             | \$ 13,245.48        | \$ 3,817.81         | \$ 101,631.87           | \$ 221,751.96          |
| 07            | \$ 245,848.11           | \$ 7,426.81           | \$ 253,274.92           | \$ 27,769.30             | \$ 10,548.70        | \$ 2,014.07         | \$ 40,332.07            | \$ 225,505.62          |
| 06            | \$ 178,805.61           | \$ (4,843.03)         | \$ 173,962.58           | \$ 25,586.12             | \$ 17,490.89        | \$ 5,278.16         | \$ 48,355.17            | \$ 148,376.46          |
| 05            | \$ 191,664.56           | \$ (148.25)           | \$ 191,516.31           | \$ 14,496.46             | \$ 10,796.81        | \$ 2,646.70         | \$ 27,939.97            | \$ 177,019.85          |
| 04            | \$ 115,403.37           | \$ (131.70)           | \$ 115,271.67           | \$ 6,028.62              | \$ 5,843.55         | \$ 2,107.96         | \$ 13,980.13            | \$ 109,243.05          |
| 03            | \$ 61,574.39            | \$ (130.03)           | \$ 61,444.36            | \$ 3,151.73              | \$ 3,828.66         | \$ 746.30           | \$ 7,726.69             | \$ 58,292.63           |
| 02            | \$ 45,766.37            | \$ (117.70)           | \$ 45,648.67            | \$ 3,912.93              | \$ 5,056.55         | \$ 1,216.60         | \$ 10,186.08            | \$ 41,735.74           |
| 01            | \$ 39,476.19            | \$ (117.70)           | \$ 39,358.49            | \$ 1,877.52              | \$ 2,767.29         | \$ 626.17           | \$ 5,270.98             | \$ 37,480.97           |
| 00            | \$ 33,046.85            | \$ (41.65)            | \$ 33,005.20            | \$ 1,511.36              | \$ 2,367.61         | \$ 555.80           | \$ 4,434.77             | \$ 31,493.84           |
| 99            | \$ 35,999.90            | \$ (7.32)             | \$ 35,992.58            | \$ 1,523.18              | \$ 2,601.57         | \$ 600.43           | \$ 4,725.18             | \$ 34,469.40           |
| 98            | \$ 27,275.17            | \$ (27.19)            | \$ 27,247.98            | \$ 1,615.17              | \$ 2,895.27         | \$ 665.29           | \$ 5,175.73             | \$ 25,632.81           |
| 97            | \$ 23,982.78            | \$ (127.24)           | \$ 23,855.54            | \$ 1,668.52              | \$ 3,146.56         | \$ 702.98           | \$ 5,518.06             | \$ 22,187.02           |
| 96            | \$ 25,664.08            | \$ (126.90)           | \$ 25,537.18            | \$ 2,138.53              | \$ 4,230.02         | \$ 911.53           | \$ 7,280.08             | \$ 23,398.65           |
| 95            | \$ 25,336.11            | \$ (216.95)           | \$ 25,119.16            | \$ 1,553.09              | \$ 3,156.54         | \$ 670.91           | \$ 5,380.54             | \$ 23,566.07           |
| 94            | \$ 19,128.12            | \$ (158.17)           | \$ 18,969.95            | \$ 1,624.89              | \$ 3,431.80         | \$ 723.24           | \$ 5,779.93             | \$ 17,345.06           |
| 93            | \$ 11,038.63            | \$ (20.21)            | \$ 11,018.42            | \$ 743.52                | \$ 1,837.95         | \$ 387.22           | \$ 2,968.69             | \$ 10,274.90           |
| 92            | \$ 7,811.68             | \$ (30.36)            | \$ 7,781.32             | \$ 612.67                | \$ 1,588.37         | \$ 330.15           | \$ 2,531.19             | \$ 7,168.65            |
| 91 & prior    | \$ 17,743.56            | \$ -                  | \$ 17,743.56            | \$ 688.02                | \$ 2,031.39         | \$ 407.89           | \$ 3,127.30             | \$ 17,055.54           |
| <b>Totals</b> | <b>\$146,417,708.00</b> | <b>\$7,154,877.51</b> | <b>\$153,572,585.51</b> | <b>\$ 129,922,406.32</b> | <b>\$274,541.68</b> | <b>\$182,392.09</b> | <b>\$130,379,340.09</b> | <b>\$23,650,179.19</b> |

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

| <b>MONTH</b> | <b>2013-2014</b> | <b>2012-13</b> | <b>2011-12</b> | <b>2010-11</b> | <b>2009-10</b> | <b>2008-09</b> | <b>2007-08</b> | <b>2006-07</b> | <b>2005-06</b> | <b>2004-05</b> | <b>2003-04</b> |
|--------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>SEPT</b>  | 0.0%             | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           |
| <b>OCT</b>   | 0.1%             | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.0%           | 0.01%          |
| <b>NOV</b>   | 7.4%             | 1.9%           | 2.6%           | 3.9%           | 1.9%           | 1.7%           | 2.8%           | 2.1%           | 1.0%           | 3.3%           | 4.0%           |
| <b>DEC</b>   | 45.3%            | 33.1%          | 30.2%          | 33.3%          | 25.9%          | 35.4%          | 31.9%          | 29.7%          | 32.7%          | 16.8%          | 20.7%          |
| <b>JAN</b>   | 86.2%            | 82.9%          | 82.3%          | 84.1%          | 80.7%          | 80.4%          | 59.6%          | 76.4%          | 73.6%          | 74.9%          | 69.0%          |
| <b>FEB</b>   |                  | 95.5%          | 94.8%          | 94.3%          | 93.3%          | 92.8%          | 93.5%          | 93.3%          | 92.5%          | 92.3%          | 92.4%          |
| <b>MAR</b>   |                  | 96.8%          | 96.4%          | 96.1%          | 95.0%          | 94.8%          | 95.1%          | 94.7%          | 94.3%          | 93.8%          | 94.0%          |
| <b>APR</b>   |                  | 97.6%          | 97.1%          | 96.9%          | 96.0%          | 95.6%          | 95.9%          | 95.8%          | 95.2%          | 94.8%          | 94.9%          |
| <b>MAY</b>   |                  | 98.1%          | 97.9%          | 97.6%          | 96.5%          | 96.4%          | 96.7%          | 96.5%          | 96.1%          | 95.5%          | 95.5%          |
| <b>JUNE</b>  |                  | 98.6%          | 98.3%          | 98.2%          | 97.4%          | 97.2%          | 97.4%          | 97.3%          | 96.8%          | 96.4%          | 96.2%          |
| <b>JULY</b>  |                  | 99.0%          | 98.7%          | 98.6%          | 98.0%          | 97.9%          | 98.0%          | 97.8%          | 97.4%          | 97.1%          | 97.0%          |
| <b>AUG</b>   |                  | 99.1%          | 98.9%          | 98.8%          | 98.2%          | 98.2%          | 98.2%          | 98.2%          | 97.8%          | 97.5%          | 97.3%          |

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-14 TAX COLLECTIONS  
AS OF JANUARY 31, 2014**

| <b>TAX YEAR<br/>LCISD TAXES</b> | <b>SCHOOL YEAR</b> | <b>BUDGET<br/>AMOUNT</b> | <b>COLLECTIONS<br/>1-31-14</b> | <b>% OF BUDGET<br/>COLLECTED</b> |
|---------------------------------|--------------------|--------------------------|--------------------------------|----------------------------------|
| 2013                            | 2013-14            | \$145,701,377            | \$128,806,418                  | 88.40%                           |
| 2012 & Prior                    | 2012-13 & Prior    | \$2,150,000              | \$1,115,988                    | 51.91%                           |
|                                 |                    |                          |                                |                                  |
|                                 |                    |                          |                                |                                  |
| <b>TOTAL</b>                    |                    | <b>\$147,851,377</b>     | <b>\$129,922,406</b>           | <b>87.87%</b>                    |

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF JANUARY 31, 2014**

Exhibit E

| SCHOOL YEAR<br>TAX YEAR                               | 2008-09<br>2008  | 2009-10<br>2009   | 2010-11<br>2010  | 2011-12<br>2011  | 2012-13<br>2012   | 2013-14<br>2013   |
|---|------------------|-------------------|------------------|------------------|-------------------|-------------------|
| <b>COLLECTION YEAR</b>                                |                  |                   |                  |                  |                   |                   |
| 1 Orig. Levy  | \$ 126,505,684   | \$ 127,458,872    | 129,215,668      | 132,226,943      | 136,145,655       | 142,546,726       |
| 1 Collections   | \$ 123,171,452   | \$ 128,154,416    | 132,086,020      | 136,117,707      | 140,561,034       | 128,806,418       |
| Adj. To Roll  | \$ (1,054,535)   | \$ 2,995,248      | 4,579,622        | 5,417,190        | 5,652,043         | 6,837,377         |
| 2 Collections   | \$ 1,484,532     | \$ 1,349,141      | 1,050,557        | 915,762          | 517,873           |                   |
| Adj. To Roll  | \$ (65,264)      | \$ (117,676)      | 53,764           | (64,337)         | 95,439            |                   |
| 3 Collections   | \$ 248,471       | \$ 368,541        | 329,317          | 182,441          |                   |                   |
| Adj. To Roll  | \$ 96            | \$ 67,079         | 13,438           | 67,011           |                   |                   |
| 4 Collections   | \$ 223,830       | 177,479           | 118,219          |                  |                   |                   |
| Adj. To Roll  | \$ 102,644       | (27,690)          | 54,082           |                  |                   |                   |
| 5 Collections   | 129,732          | \$ 116,385        |                  |                  |                   |                   |
| Adj. To Roll  | 28,960           | \$ 53,034         |                  |                  |                   |                   |
| 6 Collections   | \$ 84,569        |                   |                  |                  |                   |                   |
| Adj. To Roll  | \$ 46,752        |                   |                  |                  |                   |                   |
| <b>TOTAL:</b>   |                  |                   |                  |                  |                   |                   |
| <b>COLLECTIONS</b>                                    | \$ 125,342,585   | \$ 130,165,963    | \$ 133,584,112   | \$ 137,215,910   | \$ 141,078,908    | \$ 128,806,418    |
| <b>ADJUSTED TAX ROLL</b>                              | \$ 125,564,337   | \$ 130,428,868    | \$ 133,916,574   | \$ 137,646,807   | \$ 141,893,137    | \$ 149,384,103    |
| <b>BALANCE TO<br/>BE COLLECTED</b>                    | \$ 221,751       | \$ 262,905        | \$ 332,462       | \$ 430,897       | \$ 814,229        | \$ 20,577,685     |
| <b>ADJ. TAXABLE<br/>VALUE</b>                         | \$ 9,676,286,872 | \$ 10,051,159,243 | \$ 9,813,973,429 | \$ 9,902,291,769 | \$ 10,207,772,158 | \$ 10,746,671,214 |
| <b>TOTAL % COLLECTIONS<br/>AS OF JANUARY 31, 2014</b> | 99.8%            | 99.8%             | 99.8%            | 99.7%            | 99.4%             | 86.2%             |
| <b>TAX RATE</b>                                       | \$ 1.29765       | \$ 1.29765        | 1.36455          | 1.39005          | 1.39005           | 1.39005           |

**INFORMATION ITEM: QUARTERLY ENERGY MANAGEMENT REPORT  
September – December 2012, 2013, 2014**

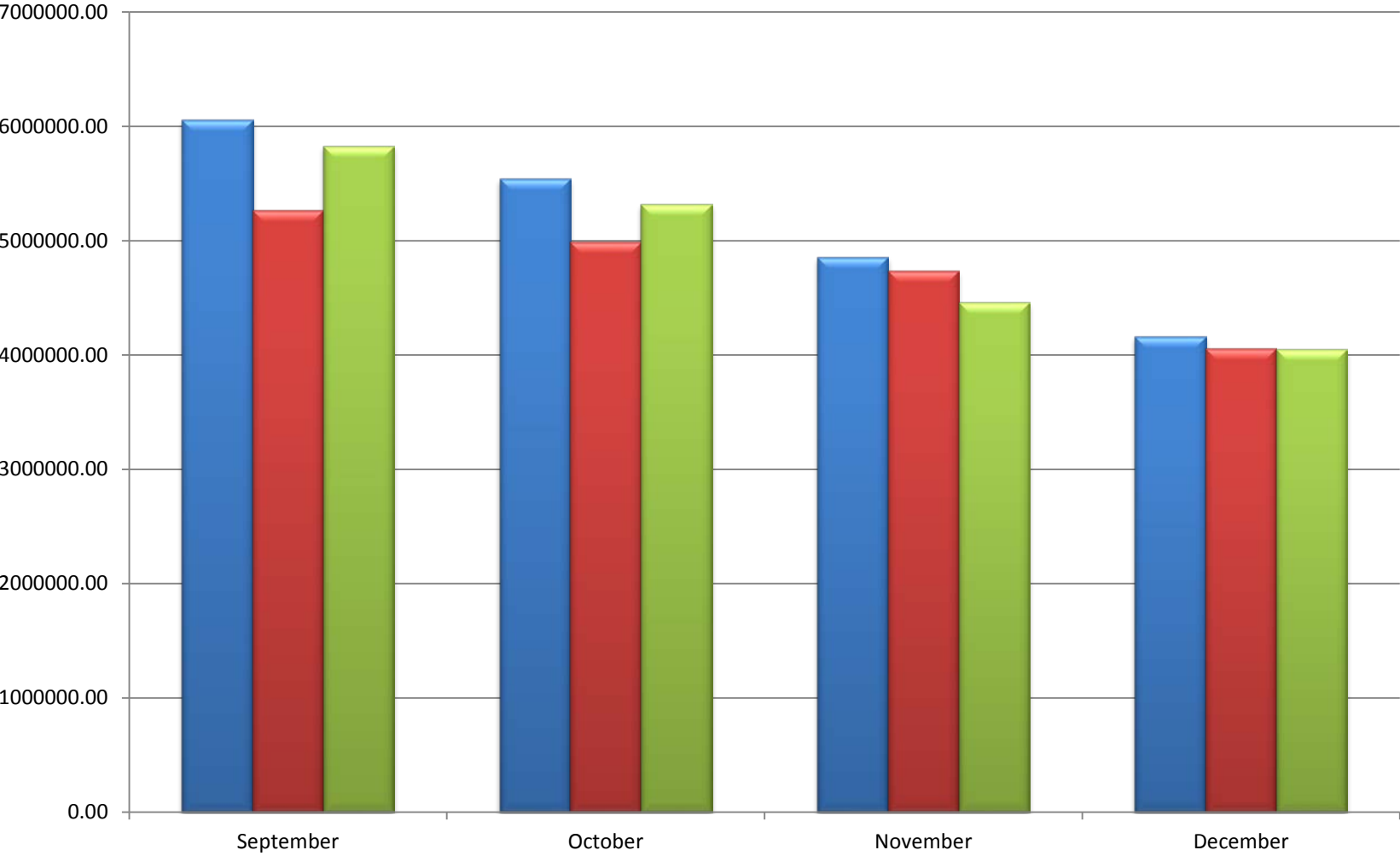
In this report the District baseline reflects an increase of 44, 323.50 Kwh for September through December from the previous year. For the same time period in the year 2012, the report reflects a decrease of 1,571,131.50 Kwh. The baseline does not include Adolphus Elementary and Ryon Middle.

The increase can be attributed to the addition of Satellite Transportation to the baseline.

Approximately two years ago we made major changes to our operating schedule and our interior temperature. We are evaluating all of our schedules and making changes so that minimal equipment is used for start-up at the beginning of the day, operation of our equipment during the day to satisfy the building temperature expected without effecting the operation of the buildings, and shutdown times to insure we are not operating when not needed. We are evaluating and making changes to the exterior lighting fixtures and bulb so that they are more efficient and cost effective.

Resource Person: J. Kevin McKeever, Administrator for Operations

# Lamar CISD, September - December 2012, 2013, 2014



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Use

Month

Year

- 2012
- 2013
- 2014



**Lamar CISD  
SnapShot - Kwh Usage**

| Use                                       | Year                 |                      |                      |
|---|----------------------|----------------------|----------------------|
| Month                                     | 2012                 | 2013                 | 2014                 |
| September                                 | 6,056,432.00         | 5,268,394.00         | 5,827,501.50         |
| October                                   | 5,544,708.00         | 4,990,239.00         | 5,318,343.50         |
| November                                  | 4,854,345.00         | 4,736,584.00         | 4,458,087.75         |
| December                                  | 4,161,567.00         | 4,058,694.00         | 4,046,433.75         |
| <b>Total Kwh</b>                          | <b>20,617,052.00</b> | <b>19,053,911.00</b> | <b>19,650,366.50</b> |
| Adolphus Elementary<br>Ryon Middle School |                      | 28,066.00            | 286,080.00           |
|   |                      | 24,248.00            | 318,336.00           |
|   |                      | 52,314.00            | 604,416.00           |
|   |                      | 19,053,911.00        | 19,650,336.50        |
|   |                      | -52,314.00           | -604,416.00          |
| <b>Base Line</b>                          | <b>20,617,052.00</b> | <b>19,001,597.00</b> | <b>19,045,920.50</b> |

**Lamar CISD**  
**Electrical Kwh Usage**  
**September - December 2012, 2013, 2014**

| Building                        | Year                 |                      |                      |
|---------------------------------|----------------------|----------------------|----------------------|
|                                 | 2012                 | 2013                 | 2014                 |
| 1621 Place                      | 23,591.00            | 19,595.00            | 21,984.00            |
| Alternative Learning Center     | 129,174.00           | 116,256.00           | 132,768.00           |
| Austin Elementary               | 264,576.00           | 235,584.00           | 230,592.00           |
| Beasley Elementary              | 247,296.00           | 238,080.00           | 239,052.00           |
| Bowie Elementary                | 347,904.00           | 302,904.00           | 301,440.00           |
| Briscoe Junior High             | 1,420,989.00         | 1,097,815.00         | 1,120,796.00         |
| Campbell Elementary             | 469,391.00           | 429,899.00           | 414,309.50           |
| Dickinson Elementary            | 353,376.00           | 328,032.00           | 323,424.00           |
| Foster High School              | 1,220,581.00         | 1,094,158.00         | 1,089,423.75         |
| Frost Elementary                | 510,422.00           | 445,735.00           | 423,227.25           |
| Huggins Elementary              | 381,551.00           | 412,262.00           | 423,509.00           |
| Jackson Elementary              | 361,664.00           | 338,927.00           | 324,916.00           |
| Lamar High School               | 3,529,731.00         | 3,271,303.00         | 3,149,162.00         |
| Meyer Elementary                | 342,221.00           | 329,997.00           | 314,495.00           |
| Navarro Middle School           | 324,480.00           | 324,288.00           | 319,488.00           |
| Pink Elementary                 | 440,495.00           | 370,658.00           | 341,909.00           |
| Seguin Elementary               | 255,757.00           | 254,073.00           | 256,498.00           |
| Smith Elementary                | 321,600.00           | 201,216.00           | 185,664.00           |
| Taylor Ray Elementary           | 405,216.00           | 368,352.00           | 400,608.00           |
| Terry High School               | 1,236,433.00         | 935,578.00           | 1,221,667.50         |
| Travis Elementary               | 435,456.00           | 391,296.00           | 380,116.50           |
| Williams Elementary             | 391,296.00           | 384,384.00           | 358,272.00           |
| Lamar Junior High               | 0.00                 | 0.00                 | 0.00                 |
| Natorium                        | 121,215.00           | 109,991.00           | 115,514.00           |
| Brazos Crossing                 | 264,384.00           | 235,776.00           | 267,456.00           |
| Hutchinson Elementary           | 468,142.00           | 456,560.00           | 444,795.00           |
| George Ranch High School        | 1,668,115.00         | 1,574,939.00         | 1,583,022.75         |
| Hubenak Elementary              | 357,888.00           | 334,656.00           | 380,928.00           |
| Thomas Elementary               | 366,144.00           | 379,392.00           | 388,608.00           |
| Jane Long Elementary            | 557,209.00           | 554,878.00           | 516,925.50           |
| George Junior High              | 864,566.00           | 832,921.00           | 819,973.25           |
| Wessendorff Middle School       | 409,714.00           | 354,493.00           | 344,299.50           |
| Band Road                       | 45,470.00            | 60,534.00            | 52,986.00            |
| Terry High School - Field House | 132,864.00           | 172,992.00           | 171,456.00           |
| Velasquez Elementary            | 415,343.00           | 402,056.00           | 377,971.75           |
| McNeil Elementary               | 474,547.00           | 471,353.00           | 445,723.00           |
| Wertheimer Middle               | 363,840.00           | 349,440.00           | 342,336.00           |
| Staff Development Center        | 34,040.00            | 30,800.00            | 32,960.00            |
| Reading Junior High             | 532,680.00           | 481,602.00           | 470,833.25           |
| Powell Point                    | 116,555.00           | 111,446.00           | 104,873.00           |
| Satellite Transportation        | 11,136.00            | 197,376.00           | 211,968.00           |
| Ryon Middle School              |                      | 24,248.00            | 318,336.00           |
| Adolphus Elementary             |                      | 28,066.00            | 286,080.00           |
| <b>Total Usage</b>              | <b>20,617,052.00</b> | <b>19,053,911.00</b> | <b>19,650,366.50</b> |

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

|   |                  |    |                   |
|---|------------------|----|-------------------|
| Bass Construction<br>(Lamar HS Baseball/Softball Complex)     | Application # 7  | \$ | <b>232,184.48</b> |
| Engineered Air Balance<br>(George JH)                         | Application # 3  | \$ | <b>5,815.00</b>   |
| Engineered Air Balance<br>(Terry HS)                          | Application # 3  | \$ | <b>8,825.00</b>   |
| Fieldturf USA<br>(Traylor Stadium Track & Turf)               | Application # 5  | \$ | <b>36,566.74</b>  |
| Gilbane<br>(2011 Bond Program)                                | Application # 21 | \$ | <b>190,200.00</b> |
| Kelly Kaluza<br>(ALC)   | Application # 1  | \$ | <b>11,360.00</b>  |
| Kelly Kaluza<br>(Travis Elementary)                           | Application # 1  | \$ | <b>7,840.00</b>   |
| PBK Architects<br>(Lamar HS Baseball/Softball Complex)        | Application # 11 | \$ | <b>11,758.20</b>  |
| PBK Architects<br>(Lamar HS Baseball/Softball Complex – Reim) | Application # 1  | \$ | <b>9,350.00</b>   |
| PBK Architects<br>(Traylor Stadium)                           | Application # 11 | \$ | <b>300.00</b>     |
| PBK Architects<br>(Traylor Stadium - Reimbursables)           | Application # 3  | \$ | <b>4,718.74</b>   |
| PBK Architects<br>(Traylor Stadium - Reimbursables)           | Application # 4  | \$ | <b>6,346.49</b>   |
| PBK Architects<br>(Traylor Stadium Track & Turf)              | Application # 7  | \$ | <b>379.44</b>     |

|  |                 |    |                 |
|--|-----------------|----|-----------------|
| Terracon<br>(ALC)                                | Application # 1 | \$ | <b>2,100.00</b> |
| Terracon<br>(Lamar HS Baseball/Softball Complex) | Application # 8 | \$ | <b>2,410.00</b> |
| Terracon<br>(Lamar HS Baseball/Softball Complex) | Application # 9 | \$ | <b>2,605.00</b> |
| Terracon<br>(Travis Elementary)                  | Application # 1 | \$ | <b>1,800.00</b> |
| Traf-Tex Inc.<br>(Polly Ryon Middle)             | Application # 3 | \$ | <b>6,378.09</b> |

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 January 2014:**

- The Department completed 1,037 requests with 26 new requests
- 37 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Removing hanging clocks from the stage at Bowie Elementary and returning them to Campbell Elementary
- Installing a mist box in the ladies restroom at Brazos Crossing
- Reinstalling the back splash to the counter in a classroom at Lamar High
- Installing new soap dispensers for the restroom near the gym at Pink Elementary
- Repairing a computer keyboard tray in an office at Thomas Elementary
- Replacing four lamps in a classroom light fixture at Velasquez Elementary
- Repairing a computer keyboard tray in a classroom at Hubenak Elementary
- Replacing a broken pencil sharpener in a classroom at Hubenak Elementary
- Installing a clock in a portable classroom at Hubenak Elementary
- Replacing two ballasts and lamps in a classroom at Velasquez Elementary
- Repairing the score table in the girls gym at Lamar Junior High
- Repainting three swing sets in the playground area at Jane Long Elementary
- Assembling a table in the kitchen area at Terry High Vocational
- Repairing a hose bib in the kitchen area at Frost Elementary
- Replacing a hose in the culinary arts kitchen area at Terry High
- Replacing a breaker for the air conditioning in a portable class at Beasley Elementary
- Replacing an electrical breaker and wiring at Brazos Crossing
- Replacing bulbs in the scoreboard at the softball field at Foster High
- Replacing a clock at Hubenak Elementary
- Adding locks on cabinets in the gym at Terry High
- Replacing the back-up batteries for the fire alarm system at Velazquez Elementary
- Replacing the back-up batteries for the fire alarm system at Wessendorff Middle
- Replacing a broken glass in a door at Lamar Junior High
- Replacing an electric drinking water fountain at Williams Elementary
- Having a small crew come in to check the facilities after the freezing weather on Friday, January 24 district-wide
- Replacing a toilet drain gasket at Dickinson Elementary
- Repairing a wall pack and canopy lighting at Dickinson Elementary

- Assisting with an auditorium event with audio and lights at Lamar Junior High
- Replacing a clock at Wertheimer Middle
- Repairing a lock set on a class room door at Lamar High
- Replacing the fire alarm system back up batteries at Campbell Elementary
- Replacing a smoke detector at Smith Elementary
- Replacing broken glass for a window at Bowie Elementary
- Mounting a first aid kit by the hand wash sink in the vocational area at Lamar High
- Reattaching the bleachers seats in the main gym at Reading Junior High
- Tightening a toilet seat in the clinic area Reading Junior High
- Repairing a loose sign outside the covered area at Smith Elementary
- Installing cove base under the cabinets in a classroom at Terry High
- Installing a vent in the shop office area at the Alternative Learning Center
- Installing a towel dispenser in a restroom at Meyer Elementary
- Repairing the lab tables in a science classroom at Lamar High
- Repainting the window frames in doors in the B-Hallway at Lamar High
- Repairing a restroom stall door at Jackson Elementary
- Rehanging the ceiling tile grid in the entrance to the boys gym at George Junior High
- Replacing the intercom system back up batteries at McNeill Elementary
- Repairing theatre arts equipment at Lamar High
- Repairing a fire cabinet door at George Ranch High
- Replacing a motion sensor at Reading Junior High
- Replacing the fire alarm system back up batteries at George Ranch High
- Power washing the windows on the northeast side of Common Threads
- Assembling small shelving units for classrooms at Bowie Elementary
- Replacing several broken floor tiles at the Alternative Learning Center
- Replacing the ballasts in several light fixtures throughout Hutchison Elementary
- Cleaning the inside of the ice machines and changing the water filters at Brazos Crossing
- Replacing an electric drinking water fountain at Hutchison Elementary
- Replacing two outside lighting wall packs at Meyer Elementary
- Restoring power to a dedicated circuit in the science area at Reading Junior High
- Repairing a light fixture in the girls locker room area at Terry High
- Repairing the laminate on a countertop in a restroom at Terry High

### **Custodial, Integrated Pest Control and Lawn Works:**

The Operations Department assisted by:

- Scheduling Gillen's Pest Control services district-wide
- Providing rodent control at Beasley Elementary, George Junior High, Lamar Junior High, and Dickinson Elementary
- Removing wasps from Austin Elementary
- Providing ant control district-wide

- Removing weeds around the Maintenance Center
- Mowing rye grass on all the athletic fields
- Painting the soccer fields at all high schools
- Putting out mats for track season at all high schools
- Repairing the foul ball netting at George Ranch High baseball and softball fields
- Moving furniture to the Special Needs Center
- Mowing infields at all baseball and softball fields
- Re-hanging the wind screens on the tennis courts at George Ranch High
- Delivering tables to Travis Elementary
- Delivering tables to Williams Elementary
- Trimming crept myrtles district-wide
- Vacuuming all entry/exit mats at Hutchison Elementary
- Cleaning up vomit in the nurses area at Hutchison Elementary
- Unclogging a commode at Hutchison Elementary
- Setting up 34 chairs on the stage for a spelling bee contest at Hutchison Elementary
- Opening the cafeteria for a Pro Grad meeting at Terry High
- Picking up tables and chairs in the library for a winter guard practice at Terry High
- Setting up for a blood drive at Terry High
- Cleaning up after a Region Jazz Clinic and Concert at Terry High
- Sweeping all entrances at Travis Elementary
- Unclogging a commode at Travis Elementary
- Delivering paper to the recycle bin at Travis Elementary
- Delivering several packages to a classroom at Meyer Elementary
- Cleaning feces from a toilet seat at Meyer Elementary
- Cleaning up vomit in several areas of the school at Taylor Ray Elementary
- Replacing lights in the front office area at Jackson Elementary
- Removing two big trash cans of trash from a portable at Pink Elementary
- Delivering five boxes of paper to the recycle bin at Pink Elementary
- Replacing lights in the kinder area at Travis Elementary
- Setting up 200 chairs in the gym for a 5<sup>th</sup> grade music program at Travis Elementary
- Removing trash from the grounds around Travis Elementary
- Cleaning the front entry windows at Travis Elementary
- Removing gates from the hall by the gym at Briscoe Junior High
- Pulling out the bleachers in main gym at Briscoe Junior High
- Repairing a broken soap dispenser in a restroom at Briscoe Junior High
- Replacing lights in the office area at Dickinson Elementary
- Removing trash from the grounds around Dickinson Elementary
- Removing chairs after the boy scout meeting at Dickinson Elementary
- Setting up the cafeteria for a LCISD swim team banquet at Terry High
- Removing all trash from the outside trash cans at Terry High
- Removing trash from grounds around Meyer Elementary
- Resetting breakers for the gym area at Meyer Elementary

- Removing feces from the front hallway floor at Meyer Elementary
- Cleaning up a water spill in the teacher lounge at Meyer Elementary
- Removing empty boxes from the office area at Jackson Elementary
- Cleaning the front office windows at Jackson Elementary
- Cleaning the a/c vents in the hallways at Jackson Elementary
- Setting up the board room for a meeting at Brazos Crossing
- Setting up a meeting room with 50 chairs and 10 tables at Brazos Crossing
- Tightening a toilet seat in a boys restroom at Hutchison Elementary
- Unlocking and opening doors for substitutes at Hutchison Elementary
- Cleaning up a water spill in the main hallway at Hutchison Elementary
- Scrubbing and waxing various VCT floors at various schools
- Shampooing carpets including read around carpets district wide

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)



**February 2014**

**2006 Bond Program Projects**

**Transportation Satellite Facility**

- Projected close out for the Satellite Transportation is April 2014.

**Lamar High School Baseball/Softball Complex**

- Plumbing fixtures are installed.
- Field house interior painting is complete on walls, doors and frames.
- Ceiling grid installation is complete.
- Stucco installation is complete.
- Locker installation is complete.
- Casework is installed in offices.
- Conduit for technology pathway to Lamar HS IDF room is installed.
- Cabling for network has been installed into IDF.
- AT & T is scheduled to provide phone line to MDF room.
- Light fixtures have been installed in field house, storage building and ticket booth.
- Sports lighting is on and 100 hour burn in period has begun.
- Mechanical systems are being tested for operation.
- Fire alarm system is being tested for operation.
- Sound system is installed.
- Roof and gutter installation is complete.
- Concrete beneath bleachers is complete.
- Dugouts are complete.
- Bleachers are installed.
- Flag poles are installed at baseball and softball fields.
- Scoreboards are installed at baseball and softball fields.
- Press boxes for baseball and softball are complete.
- Ticket booth is complete.
- Bull pen areas are complete including netting.
- Center Point has provided permanent power.
- Concrete paving from east area of site, entry to Mustang Ave is placed complete, towards west entry.
- Concrete sidewalks adjacent to field house and bleachers has been placed.
- Concrete curbs from ticket booth area east to Herndon are in place.
- Chain link fence is complete at baseball and softball fields.
- Perimeter grading is 95% complete.
- Perimeter chain link fence is 95% installed.
- Wrought iron fencing adjacent to ticket booth and bleachers is being installed.
- Baseball and Softball turf is ready for use.
- Windscreen netting installation is complete.
- Outfield foul poles have been installed.
- Yellow capping for outfield fences installed.



Lamar HS Baseball/Softball



Lamar HS Baseball/Softball



Lamar HS Baseball/Softball

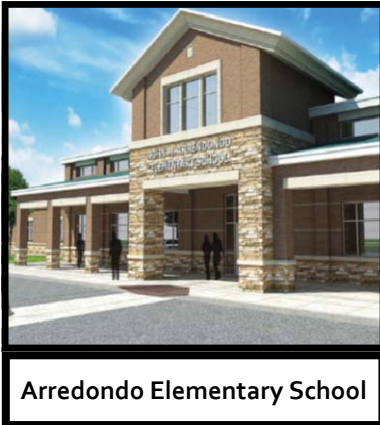
## 2011 Bond Program Projects

### **Adolphus Elementary**

- Project is complete.

### **Agricultural Barn Renovations**

- Project is complete.



### **Arredondo Elementary**

- Gilbane and PBK met with the developer to discuss the ARC requirements.
- 100% design review meeting was held on January 31, 2014.
- Advertisement for pre-bid and bid opening for general contractor was in local papers February 2, 2014 and February 9, 2014.
- A pre-proposal meeting was held February 11, 2014.
- Bid opening will be February 25, 2014.

### **George Ranch High School Build-Out**

- Project is complete.

### **High School and Junior High School #5**

- The first design committee meeting was held at George Ranch HS on December 3, 2013. LCISD faculty, staff and community members were in attendance. PBK Architects presented concepts for the new HS and JHS complex including floor plans and site plans. All members of the committee were invited to provide feedback on the proposed concepts. Notes from this meeting will be incorporated into revised concepts for the next design committee meeting to be held on December 10, 2013.
- Drymalla Construction was approved as the Construction Manager at the December board meeting.
- The second design committee meeting was held at George Ranch HS on December 10, 2013. LCISD faculty, staff and community members were in attendance. Revised site plan and elevation concepts were presented. The majority overwhelmingly preferred scheme B elevations (stone and masonry).
- The third design committee meeting was held January 7, 2014 at the City of Fulshear Community Center. Site plans and elevations were reviewed and were well received by the group.
- Design development plans for the High School and Junior High will be presented at the February 2014 board meeting.
- Preconstruction meetings are being held with the Construction Manager to discuss the scope and budget of the projects.
- PBK has produced 50% review drawings which have been reviewed by Gilbane, Transportation, CTE, Maintenance, Food Service, Technology and Administration.

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

- Project is complete.
- Projected close out date is February 2014.

**Miscellaneous Renovations to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES and Travis ES**

- A 95% design review was held with the Architect, Gilbane and LCISD staff.
- The Advertisement for Competitive Sealed Proposals has been placed and bids will be received February 27, 2014.
- A pre-proposal meeting will be held at Brazos Crossing February 18, 2014.

**New Natatorium**

- Underground storm drainage is installed on west and north side of site.
- Building pad lifts are being installed.
- Warranty deed for the project site has been forwarded to Center Point for preparation of the Terms and Conditions.
- Concrete piers have been installed.
- Project meeting was held with LCISD staff, Gilbane, PBK and contractor on February 12, 2014.

**Polly Ryon Middle School**

- Project is complete.

**Traylor Stadium Renovations**

- A Pre-construction meeting was held on January 22, 2014.
- Project meeting held February 12, 2014 with LCISD, Gilbane, PBK and contractor in attendance.
- City issued permit February 3, 2014.

**Track & Turf**

- Project is complete.

**EXECUTIVE REPORT**

|                            | <b>ORIGINAL BUDGET</b> | <b>NEW BUDGET</b>     | <b>COMMITTED</b>    | <b>UNCOMMITTED</b>  | <b>PAID</b>         |
|----------------------------|------------------------|-----------------------|---------------------|---------------------|---------------------|
| <b>NEW FACILITIES</b>      | <b>\$51,095,099</b>    | <b>\$ 55,939,409</b>  | <b>\$42,749,174</b> | <b>\$13,190,235</b> | <b>\$30,022,160</b> |
| <b>LAND</b>                | <b>2,700,000</b>       | <b>2,700,000</b>      | <b>11,200</b>       | <b>2,688,800</b>    | <b>11,200</b>       |
| <b>TECHNOLOGY</b>          | <b>21,168,000</b>      | <b>21,168,000</b>     | <b>0</b>            | <b>21,168,000</b>   | <b>0</b>            |
| <b>TRANSPORTATION</b>      | <b>6,100,779</b>       | <b>6,100,779</b>      | <b>5,263,874</b>    | <b>836,905</b>      | <b>5,263,874</b>    |
| <b>EXISTING FACILITIES</b> | <b>23,791,755</b>      | <b>23,791,755</b>     | <b>10,471,654</b>   | <b>13,320,102</b>   | <b>9,346,724</b>    |
| <b>MISCELLANEOUS</b>       | <b>5,144,367</b>       | <b>300,057</b>        | <b>0</b>            | <b>300,057</b>      | <b>0</b>            |
| <b>TOTAL</b>               | <b>\$110,000,000</b>   | <b>\$ 110,000,000</b> | <b>\$58,495,902</b> | <b>\$51,504,098</b> | <b>\$44,643,957</b> |

**INFORMATION ITEM: BAD WEATHER MAKE-UP DAYS**

Due to inclement weather on Friday, January 24, 2014 and Tuesday, January 28, 2014 the Lamar Consolidated Independent School District canceled all regularly scheduled classes and activities. By law, the District is required to make-up both of those instructional days. The Board of Trustees previously approved Thursday, April 17, 2014 and Monday, May 26, 2014 (Memorial Day) as bad weather make-up days—as recommended by the District-wide Student Improvement Council (DSIC).

A similar schedule has also been approved by the Board of Trustees for the 2014-2015 school year.

Resource Person:     Dr. Thomas Randle, Superintendent of Schools  
                              Mike Rockwood, Executive Director of Community Relations