



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, April 21, 2016

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
APRIL 21, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. The Leader In Me - Hutchison Elementary School
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. March 22, 2016 - Special Meeting (Workshop) 7
 - B. March 24, 2016 - Regular Board Meeting 15
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	182
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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

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 15th day of April 2016 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 22nd day of March 2016, 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, Ms. Kathryn Kaminski, at 6:30 p.m.

Members Present:

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member

Members Absent:

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator

BUSINESS TRANSACTED

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

2. PUBLIC HEARING – NAMING OF NEW LCISD SCHOOLS

The meeting was open for community members to make suggestions and give information that they would like the Board to consider for the naming of new schools.

Rita Miller recommended the name of Fletcher Morgan for the name of one of the new elementary schools.

Billy Atkinson recommended the name of Judge Thomas R. Culver, III.

Mindy Gardner recommended the name of Carl Briscoe Bentley.

Jennifer Roberts, on behalf of her husband who could not attend, recommended the name of James W. “Jamie” Roberts.

Rebecca Ryan, representing the Ryan family, recommended the name of Dorothy W. Ryan.

Deborah Sullivan recommended the name of Kathleen Joerger Lindsey.

Dr. Michael Zulkowski recommended the name of Marcia J. Vogelsang for the name of one of the new elementary schools.

Pam Roehe recommended the name of Judge Thomas R. Culver, III.

Jeannette Mathews recommended the name of Cecile M. Foerster for the name of one of the new elementary schools.

Barbara Roone Bleel recommended the name of Jack Wendt.

Jeff Haley, chairman of Central Fort Bend Chamber, recommended the name of Bernard Clifton “Cliff” Terrell, Jr.

Tom Stansbury recommended the name of Judge Thomas R. Culver, III.

Melissa Fields recommended the name of Rinda S. Koppitz for the name of the Terry High School tennis courts.

Lane Ward recommended the names of Kathleen Joerger Lindsey, Bernard Clifton “Cliff” Terrell, Jr., and Jack Wendt.

Wayne Poldrack recommended the name of Kathleen Joerger Lindsey.

Tammy Ellis recommended the name of Bailey Cooper for the name of the Natatorium.

Roland Adamson recommended the name of Hilmar G. Moore.

Hopic Soloman recommended the name of Mary Phillips.

Desiree Cooper recommended the name of Bailey Cooper for the name of the Natatorium.

Sally Shwartzburg recommended the name of Bailey Cooper for the name of the Natatorium.

Peggy Wright recommended the name of James W. Roberts for the name of the new middle school.

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Monica Krpec recommended the name of Bailey Cooper for the name of the Natatorium.

Kristie Roberts recommended the name of James W. Roberts for the name of one of the schools in the Fulshear area.

Angela Mayberry and Carolyn Jones recommended the name of Myrtle Lee Mayberry for the new middle school.

Rebekah Russell recommended the name of Maxine Phelan.

Tece Stark recommended the name of Jodie E. Stavinoha.

Peter Stavinoha recommended the name of Jodie E. Stavinoha.

Morgan Loser recommended the name of Bailey Cooper for the name of the Natatorium.

Kris Jones recommended the name of Bailey Cooper for the name of the Natatorium.

Neil McClendon recommended the name of Bailey Cooper for the name of the Natatorium.

Bernie Hobson recommended the name of Judge Thomas R. Culver, III.

Roger Adamson recommended the name of Don Carter for the name of one of the new elementary schools.

Yvette Garcia recommended the name of Roy P. Benavidez.

Anthony Becerra recommended the name of Antonio G. Becerra.

Jennifer Hartmann recommended the name of Alvina Hartmann.

Clarence McCullough recommended the name of Don Carter for the name of one of the new elementary schools.

Beverly Richard recommended the name of Dorothy W. Ryan.

Sharon Wallingford recommended the name of Herbert Appel for the name of the new middle school.

Jennifer Hirsch recommended the name of Kathleen G. Somerville but also encouraged them to consider Carl Briscoe Bentley and James W. Roberts.

Regina Morales, president/CEO of the Central Fort Bend Chamber, recommended the name of Bernard Clifton Terrell, Jr.

Chad Bridges recommended the name of Judge Thomas R. Culver, III.

Kirby Nelson recommended the name of Victor James Nelson.

Deborah Krestchmer recommended the name of Bailey Cooper for the name of the Natatorium.

Lucio Almazan recommended the name of Gilbert Lemos, Sr.

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The Board recessed at 9:34 p.m.

The Board reconvened at 9:46 p.m.

3. Discussion of March 24th Regular Board Meeting Agenda Items

The Board reviewed the March 24th Regular Board Meeting agenda items.

9. ACTION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 Consider approval of new course for the 2016 - 2017 school year

b. Content Based ESOL for Algebraic Skills I A-B

Ms. Roberts asked what student population fits the category to take this course. Ms. Vogt said this is a growing population, last year there were only 17 students. Ms. Roberts asked if we see more at one school over other schools. Ms. Vogt said at first it was Lamar, but it has expanded.

9. A-2 Consider approval to submit grant application to the Office of the Governor of Texas, Criminal Justice Division

Ms. Kaminski asked if we have done this before. Dr. Randle said we have not. Ms. Kaminski asked how we get a report on the results. Ms. Haack said because of the grant we will have certain paperwork to complete for the grant and at that time we can provide this to the Board. Mr. Steenbergen asked what causes a child to get in this particular program. Ms. Haack said this last year they were really evaluating the methods for assigning consequences for behavior. It became clear they need other resources to help the students with the decisions they are making concerning behavior. A lot comes back that they need emotional support, like anger management and we need to assist both the child and the parent. This group can provide that assistance. Ms. Kaminski asked if this group is local. Ms. Haack said they were and they are already doing a few things in our District. Ms. Roberts asked if there is a concern with the students having continuing behavioral problems in the classroom while receiving the services in the evening. Ms. Haack said they are trying to be more proactive with the students than reactive, which includes involving the parents and finding what is causing the behavior. The teachers will be involved as well. Ms. Gonzales asked what the age group of the students is and how many are impacted. Ms. Haack said these are secondary schools and they are targeting 600 students. Ms. Kaminski asked since this is a three year program will this follow the students that are starting now. Ms. Haack said no, they will look at what their behavior needs are and it might be four or six weeks before the behavior rights itself.

9. A-3 Consider approval of out-of-state student trip requests, including, but not limited to:

Mr. Steenbergen asked what determines whether they fly or drive. Dr. Randle said funding has a lot to do with it and sometimes distance. But often times it is the number of students that might be going. Ms. Haack said sometimes it is the length of trip.

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Ms. Kaminski asked if it occurs often that they go in the same week. Ms. Haack said it is Spring Break and they try to schedule at that time.

9. A-4 Consider approval of policy update related to HB5 and class rank calculation

Ms. Roberts asked if the multipliers vary from district to district. Ms. Vogt said this is fairly common. We are changing to a four point system which is the standard nationally. Ms. Roberts asked how we will be able to determine the valedictorian and salutatorian. Ms. Vogt said they will look at their grade averages. Ms. Kaminski asked if the foreign exchange students are eligible for valedictorian and salutatorian or are they even here for three years. Dr. Randle said they are typically only here one year.

9. B GOAL: PLANNING

9. B-1 Consider approval of budget amendment requests

Mr. Steenbergen asked what the source of funding is for the \$120,000 for the aquaponics lab and the startup items. Ms. Ludwig said the funds are from the fund balance, and they increase the bottom line of the expenditure budget of the general fund.

9. B-3 Consider approval of purchase of white fleet transport vehicles

Ms. Roberts asked if we are replacing vehicles or are these new to the District. Mr. McKeever said these are new to be able to transport smaller groups. Mr. Steenbergen asked if this was already in the budget. Mr. McKeever said yes this was bond money.

9. B-5 Consider approval of donations to the district, including, but not limited to:

Ms. Kaminski asked what reimbursement for bus funding in the donation from Bush Presidential library means. Dr. Randle said they are using transportation and are getting a sponsor to cover the expenses.

9. B-7 Consider approval of request for 2016 Historic Site Exemption Qualification for the George Ranch Historical Park

Ms. Kaminski asked how many years they get this exemption and if there was a limit. Dr. Randle said they reapply every year and there is no limit.

9. B-8 Consider approval of request for 2016 Historic Site Exemption Qualification for the Simonton School

Ms. Roberts asked why we are giving a business a historic exemption. Dr. Randle said it was a topic of discussion when this was initially approved. But it is the facility itself that receives the historical marker and it meets the qualifications. Ms. Ludwig said that it is up to the Board to grant them an exemption.

9. B-9 Consider approval for purchase of greenhouses for aquaponics program at Lamar Consolidated High School

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Ms. Kaminski asked if they are using federal funds to purchase the building. Ms. Vogt said they are using Title 1 federal funds and leveraging the funds to create an aquaponics lab. Mr. Squires is in charge of the instruction and described the system and how it will be used. Ms. Vogt said it is part of the CTE program and the raising of the food will be cultivated for the culinary arts program. Mr. Squires said the entire school will have access. Students will be running the lab and the life skills students will be included as well. Ms. Roberts asked if other schools will be coming to Lamar Consolidated High School. Ms. Vogt said they have discussed this but it is mainly for the Title 1 high schools.

9. B-12 **Consider approval of professional surveying services for the new Support Services Facility**

Ms. Roberts asked the location of this facility. Dr. Randle said it is near Wessendorff Middle School.

9. B-14 **Consider approval of setting Masonic cornerstone for Churchill Fulshear Jr. High and Dean Leaman Junior High Schools**

Ms. Kaminski asked if this is done at every campus. Dr. Randle said that it has been done at every campus. Ms. Roberts asked for a description of this. Mr. McKeever said it is a ceremony and asked Mr. Davis from the Masonic lodge to go into detail. Mr. Davis said it is a dedication ceremony to dedicate the building to the public and there is a plaque placed near the entrance.

9. B-15 **Consider approval of Texas Education Agency code compliance review for the new Elementary #24**

Dr. Harrell asked how we picked Winning Way. Mr. Hoyt said PBK recommended them and has worked with them in the past and they are highly regarded. Ms. Roberts asked what the agency for the code compliance is actually reviewing. Mr. Hoyt said they are reviewing construction documents for structural, electrical, plumbing, and mechanical. Since it is in an unincorporated part of the county, this is a requirement by TEA. Ms. Roberts asked if they are reviewing PBK's work. Mr. Hoyt said yes, this is like submitting a permit in the city. Dr. Harrell said since we are already building this school, is this mid-build services. Mr. Hoyt said this was for a service in August but this item was missed previously. Ms. Roberts asked if we should be allowing PBK to refer who will be checking their work. Ms. Leach said this is a common practice, this is a professional service based on merit and their ability and experience throughout the state. They recommend a list and the CMA goes through the list and sees who is available. Ms. Danziger said the architect would want the firm with the best eyes on their project. Mr. Hoyt said yes and Winning Way has looked at this design before.

9. B-16 **Consider approval of third party review and inspection for the new Elementary #25**

Ms. Kaminski asked if someone else is doing this. Mr. Hoyt said this is a much less involved process. This is a simpler study.

9. B-18 **Consider approval of design development for the Agricultural Facility #2**

Mr. Lien from VLK Architects presented the design development for the Agricultural Facility #2.

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Ms. Roberts inquired about the projected completion date and what process was used to determine the number of stalls needed for various species. Mr. Lien said the sizing was determined with the help of the staff and the project is expected to be completed in the fall of this year. Ms. Kaminski asked about the security at this facility. Mr. Hoyt said it is set up like the existing facility, there will be card readers/pin pads, chain link fences, etc.

9. B-21 Consider approval of architect ranking for the new elementary schools and the new middle school

Ms. Roberts asked where the evaluation criteria was and can they receive a copy. Ms. Leach said they did not provide one because it was a RFQ professional service but will get one. Ms. Roberts also asked for the final tabulation.

9. C GOAL: PERSONNEL

9. C-2 Consider approval of purchasing applicant screening assessment tool

Ms. Kaminski asked if this will eliminate the personal interviews. Dr. Bowen said it would not, this is an initial screening tool to help prioritize candidates.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Freezing of new Intra-District/Inter-District transfer requests to Huggins Elementary School

Ms. Kaminski asked if students can stay at their schools if there are behavioral issues. Dr. Randle said if there is a behavioral issue the transfer could be revoked.

10. B GOAL: PLANNING

10. B-6 Transportation Update

Mr. Steenbergen asked if we are getting any closer on the analysis of the accidents, and are there any trends. Mr. McKeever said he did not currently have this information.

10. B-7 Campus Climate Surveys

Ms. Roberts said they were told last year we did not have a lot of data to compare. Mr. Rockwood said they can prepare a presentation on the information in terms of participation. The campuses take their reports and make changes accordingly. Ms. Kaminski asked if they would get a copy of the campus breakdowns. Mr. Rockwood said the District results are posted online and the campus results are sent to the campuses and they share with staff. Ms. Roberts asked how we follow-up on them meeting goals or coming up with improvement plans. Mr. Rockwood said this is part of HB5 scorecard and this is all required to be reported. Making the plans all happens at the campus level. Dr. Randle reminded the board that if anything from the campus surveys becomes part of the campus improvement plans, the Board would be approving that next fall.

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 for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider extension of administrative contracts
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 did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 10:47 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
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 24th day of March 2016, 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, Ms. Kathryn Kaminski, at 7:00 p.m.

Members Present:

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator
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 Ms. Haack, and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Mr. Ram Estrada, Director of Fine Arts introduced the following:

a. HLSR Grand Champion

Jeremiah Castrillon from Taylor Ray Elementary School

b. TMEA All State Musicians

Malia Nelson from Foster High School
Shauna Heisler from George Ranch High School
Mason McDonald from George Ranch High School
Miguel Portillo from Lamar Consolidated High School

c. FHS State Champion Wrestler

ChiChi Nwankwo from Foster High School

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:

Tom Thompson, principal at Elementary #24

5. AUDIENCE TO PATRONS

Joe Greenwell addressed the Board about the criminal indictments concerning a current Board member and thinks she should recuse herself from voting on any expenditures of money for construction in this District. He feels she has lost the patrons confidence and trust. He feels if she does not recuse herself or resign immediately, then the Board should in closed session instruct the attorney to provide paperwork to the District Court of Fort Bend County to remove her from office. He went on to say another Board member was related to one of the three that was indicted and was originally appointed to the Board to replace that person. He said this Board member managed to launch an assault in social media regarding every level of county government. He does not think this is the behavior that is expected of Board Members. He requested that the Board take action and remove the members until the criminal cases are resolved or have the District Court remove them from their Board positions.

Mr. Torres began to respond based on Mr. Greenwell's comments specifically directed toward him. Ms. Kaminski and Dr. Randle requested that Mr. Torres and Mr. Greenwell remain calm and asked for the meeting to continue.

Dan Ives addressed the Board about his communication over the last five years to both the Superintendent and the Board. He stated that red flag issues were reported about employment of a construction manager. He accused two previous board members as being powerbrokers for the 11 years they served on the Board. In his view, the District needs an administration that can stand up and be counted and felt they knew funny business was going on in the District and said nothing. He claims that the current Superintendent took a pay raise in 2011 the same year teachers did not get a dime. He feels it is not coincidence that the new CM contract came up that same year. He said the Board should conduct an independent internal investigation and audit to identify any malfeasance and administrative improprieties.

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Anthony Ray Becerra of the Lord's Kitchen reminded the Board that it is Easter weekend and there is a dark cloud over the Board with all that is going on. He said over the years he has learned that you have to be loving, merciful, and compassionate. He knows the legal process will do its job. He told them to be very careful about throwing stones. He said that Ms. Gonzales has been a blessing to the Lord's Kitchen. He said to remember that Jesus has taught us to learn to forgive.

6. APPROVAL OF MINUTES

A. FEBRUARY 16, 2016 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the minutes of February 16, 2016 Special Meeting (Workshop). The motion carried unanimously.

B. FEBRUARY 18, 2016 REGULAR BOARD MEETING

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the minutes of February 18, 2016 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met. She reported on the status of projects going on throughout the District. She also went to Austin and Arredondo Elementary schools for the Read Across America programs and read to several classes.

Mr. Steenbergen also read to kids at Arredondo Elementary. He also went to the Jump Rope for Heart at Velasquez Elementary. He went to Jackson Elementary to congratulate Ms. Gonzales as Elementary Principal of the Year. He then went to ALC to congratulate Mr. Donnell as Secondary Principal of the Year. He attended Men Who Cook. He reported the Technology Committee met and reported on the status of projects going on throughout the District.

Ms. Kaminski went to the Lamar Consolidated High School band concert and gave kudos to the teachers. She also attended the first UIL One Act Play competition at the junior high level.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-4; 9. B-1 - 9. B-7; 9. B-10; 9. B-12 – 9. B-14; 9. B-16 – 9. B-18; 9. B-20; 9. C-1 – 9. C- 3; and 9. D-1 – 9. D-3

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

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9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of new course for the 2016 - 2017 school year

a. Personal Financial Literacy

approved the new course offering for Personal Financial Literacy.

b. Content Bases ESOL for Algebraic Skills I A-B

approved the new course offering for the following elective course: Content Bases ESOL for Algebraic Skills I A-B.

9. A-2 Approval to submit grant application to the Office of the Governor of Texas, Criminal Justice Division

approved the submission of a grant application to the Office of the Governor of Texas, Criminal Justice Division. (See inserted page 71-A.)

9. A-3 Approval of out-of-state student trip requests, including, but not limited to:

a. Lamar Consolidated High School Drill Team

approved out-of-state travel for the Lamar Consolidated High School Fillies drill team to travel to Orlando, Florida from March 10 – 13, 2017.

b. Terry High School Choir

approved out-of-state travel for the Terry High School Choir to travel to Orlando, Florida from March 9 – 14, 2017.

c. Terry High School Cheer

approved out-of-state travel for the Terry High School Cheer team to travel to Orlando, Florida from March 9 – 14, 2017.

9. A-4 Approval of policy update related to HB5 and class rank calculation

approved the revision in EIC (LOCAL) in response to the change in structure per House Bill 5. (See inserted pages 71-B – 71-F.)

9. B GOAL: PLANNING

9. B-1 Approval of budget amendment requests

approved budget amendment requests as attached. (See inserted pages 71-G – 71-H.)

9. B-2 Ratification of Financial and Investment Reports

ratified the Financial and Investment Reports as presented.

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9. B-3 Approval of purchase of white fleet transport vehicles

approved the purchase of four (4) Ford Expeditions (Extended Length) from Helfman Ford in the amount of \$139,996.

9. B-4 Acceptance of Award of Merit in Purchasing Operations

Accepted the District's Award of Merit in Purchasing Operations with a special "Recognized" status from the Texas Association of School Business Officials (TASBO).

9. B-5 Adoption of donations to the district, including, but not limited to:

- a. Stephen F. Austin Elementary School**
- b. Bowie Elementary School**
- c. Hutchison Elementary School**
- d. Meyer Elementary School**

approved donations to the district.

9. B-6 Approval of resolutions proclaiming

a. Educational Administrative Professionals' Week

approved the attached resolution proclaiming April 25 – 29, 2016 as "Educational Administrative Professionals' Week" in the Lamar Consolidated Independent School District. (See inserted page 72-A.)

b. Librarians' Week

approved the attached resolution proclaiming the week of April 10 – 16, 2016 as "Librarians' Week" in the Lamar Consolidated Independent School District. (See inserted page 72-B.)

c. Volunteer Appreciation Week

approved the attached resolution proclaiming the week of April 18 – 22, 2016 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 72-C.)

9. B-7 Approval of request for 2016 Historic Site Exemption Qualification for the George Ranch Historical Park

approved 2016 Historic Site Exemption Qualification for the George Ranch Historical Park.

9. B-10 Approval of architect contracts

a. Huggins Elementary School

approved VLK Architects for the design of the Huggins Elementary renovations and allow the Superintendent to begin contract negotiations.

b. Aquaponics Lab at Lamar Consolidated High School

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approved Hartfiel Architecture and Design for the design of the new Aquaponics Lab located at Lamar Consolidated High School and allow the Superintendent to begin contract negotiations.

9. B-12 Approval of professional surveying services for the new Support Services Facility

approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for the boundary survey, partial topographic survey, and platting for the new Support Services Facility in the amount of \$17,000. (See inserted pages 73-A – 73-D.)

9. B-13 Approval for phase 1 environmental site assessment for the new Support Services Facility

approved Terracon, Inc. for the phase I environment site assessment for the new Support Services Facility in the amount of \$2,450. (See inserted pages 73-E – 73-S.)

9. B-14 Approval of setting Masonic cornerstone for Churchill Fulshear Jr. High and Dean Leaman Junior High Schools

approved a request from Rosenberg Masonic Lodge #881 to lay cornerstones for the new Churchill Fulshear Jr. High and Dean Leaman Junior High Schools.

9. B-16 Approval of third party review and inspection for the new Elementary #25

approved Winning Way Services for third party review and inspection for new Elementary #25 in the amount of \$1,950. (See inserted pages 73-T – 73-W.)

9. B-17 Approval of professional surveying services for the Agricultural Facility #2

approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for a partial topographic survey and development plat for the Agricultural Facility #2 in the amount of \$20,500. (See inserted pages 73-X – 73-Z.)

9. B-18 Approval of design development for the Agricultural Facility #2

approved the design development for the Agricultural Facility #2, as presented by VLK Architects.

9. B-20 Approval of prevailing wage rate schedule for construction project specifications

approved the prevailing wage rate schedule for all upcoming construction projects where applicable.

9. C GOAL: PERSONNEL

9. C-1 Approval of 2016-2017 Employee Report/End Date Table

adopted the 2016 – 2017 Employee Report/End Date Schedule as presented and approved begin and end dates for job titles as indicated on the table. (See inserted pages 73-AA – 73-DD.)

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9. C-2 Approval of purchasing applicant screening assessment tool

approved the purchase of HUMANeX StyleProfile Builder to serve as the online screening applicant tool in the amount of \$30,361. (See inserted pages 74-A – 74-D.)

9. C-3 Approval of new appraisers for teaching staff, 2015-2016 school year

approved the 2015 – 2016 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

9. D GOAL: TECHNOLOGY

9. D-1 Approval of dark fiber lease and maintenance

approved Phonoscope Lightwave to provide leased dark fiber and provide dark fiber maintenance for leased and district-owned fiber in the amount of \$10,230.89 per month for the first year and years two through five per the contract. (See inserted pages 74-E – 74-N.)

9. D-2 Approval of wireless access points and controllers, network cabling and switches

approved Micro Integration for professional services relating to the supply and installation of wireless access points and controllers, network cabling and switches and a 5-year license in the amount of \$1,742,747.54. (See inserted pages 74-O – 74-Q.)

9. D-3 Approval of internet service agreement

approved Phonoscope Lightwave to provide internet service for the district in the amount of \$3,875 per month for 2.0 Gbps with additional prices per the contract as needed. (See inserted pages 74-R – 74-U.)

9. B GOAL: PLANNING

9. B-8 Consider approval of request for 2016 Historic Site Exemption Qualification for the Simonton School

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the 2016 Historic Site Exemption Qualification for the Simonton School.

Ms. Roberts said she is going to request that the Board not approve this item. She said after reviewing this, it appears to be someone's residence and a business. She did not know what would qualify the location for a tax exemption. Dr. Randle said that it meets the qualifications and it has been exempted in the past.

Ms. Kaminski would like to table the item until more information can be provided about this item.

It was moved by Ms. Danziger and seconded by Mr. Torres that the Board of Trustees to table this item until the administration can provide more information. The motion carried unanimously.

9. B-8 Consider approval for purchase of greenhouses for aquaponics program at Lamar Consolidated High School

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve BWI Companies, Inc. for the purchase of two (2) greenhouses to be constructed at Lamar Consolidated High School for an aquaponics program in the amount of \$89,789.96.

Ms. Roberts said this a great example of hands on cross-curriculum experiences for our students. She would like to encourage some of the CTE classes to take part so students across the District may participate.

Mr. Squires gave a presentation on the program.

Ms. Danziger asked where this will be placed on the campus. Mr. Squires said they have identified the area right outside the end of the science wing.

Ms. Kaminski asked if this is the size that is needed. Mr. Squires said this is what they need and will allow for a little growth and there is space next to it for more growth.

Mr. Torres asked if the figures include the tanks and pumps. Mr. Squires said not on this item, this is specifically the bid for the greenhouses. The slab and foundation was on a consent agenda item. The funds are part of Title 1 funds available.

The motion carried unanimously.

9. B-11 Consider approval of professional surveying services for the Huggins Elementary renovations

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve Kelly R. Kaluza & Associates, Inc. for a partial topographic survey at Huggins Elementary in the amount of \$8,560.

Ms. Roberts asked what they are surveying at Huggins. Mr. McKeever said this is a topographic survey for parking lots and parent drives so the architect can get information and be able to help with design meetings.

The motion carried unanimously. (See inserted pages 75-A – 75-C.)

9. B-15 Consider approval of Texas Education Agency code compliance review for the new Elementary #24

It was moved by Dr. Harrell and seconded by Mr. Steenbergen that the Board of Trustees approve Winning Way Services for Texas Education Agency Code compliance review for the new Elementary #24 in the amount of \$14,125.

Dr. Harrell had commented that the Board has a lot of information to review in the Board book and when an item is for something that has already been done, it would be good to include that in the impact/rationale.

The motion carried unanimously. (See inserted pages 75-D – 75-G.)

9. B-19 **Consider approval of procurement method for the new Agricultural Facility #2**

Dr. Randle said a change had to be made with the evaluation criteria based on the law. Ms. Leach said number seven in the criteria should have been omitted, this should not be included in efforts of construction. An amended sheet showed number seven removed and the five points were applied to number six.

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the amended evaluation criteria for the new Agricultural Facility #2. The motion carried unanimously.

9. B-21 **Consider approval of architect ranking for the new elementary schools and the new middle school**

It was moved by Mr. Steenbergen and seconded by Dr. Harrell to approve the ranking of architects and authorize the Superintendent to begin contract negotiations for architect services for the new elementary schools and the new middle school.

Mr. Steenbergen said when they went through this evaluation, it was interesting that the current architect fell down to a tie for second and when the committee voted, it was a split decision on whether or not PBK should be second or third. He said it was a split decision that PBK should be number two. He said he has wrestled with this decision because in his opinion PBK has taken their eye off the ball. He has documented five shortcomings in the last few months. He said Dr. Randle pointed out that if we did not have PBK it would cost the District approximately \$500,000 because of additional fees. Mr. Steenbergen said he would still support the ranking due to practicality, but is putting PBK on notice that they need to sharpen up their act.

Ms. Roberts asked for feedback on how it was that a bond committee and a school board allotted money for schools without taking into consideration that a future Board may change architects, construction manager, or even a design. She feels this type of money should have been allocated in the bond. She would like to put the Board and future bond committee on notice to make sure this money is included for possible new designs.

Ms. Kaminski was very excited about the new concepts with the natural lighting. Her concern was being told that money was not allocated in the bond for the possibility of new designs.

Ms. Danziger said if we get a new design for Elementary #26, this carries over to #27 and #28, we would spend more for #26 but it would decrease for other schools.

Dr. Randle said that when you do prototypes, which he recommends, the difference between 3% and 6% is close to \$500,000. The District could save a significant amount of money if building several schools using the same prototype. This prototype approach has been a savings for the District. He understands about allocating the funds in future bonds, but the District will be criticized for inflating the budget if we build in 6% for one school and 3% for other schools. He said maybe in the next bond issue we allocate funds for at least one new school prototype.

Ms. Danziger said that PBK can take something we have and renovate and make it look more 21st century.

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Ms. Roberts asked why we decided to go with the top two architects as opposed to just the top one. Mr. Hoyt said this is a big project for one firm with three elementary school and one middle school. The top ranked firm would get the three elementary schools and the second firm would get the middle school.

Ms. Gonzales asked for clarification that the three elementary schools would not be using the existing prototype. Mr. Hoyt said there will be a new design and they have a task to meet the budgets that were voted on by the voters.

Ms. Roberts asked about the break in the tie between PBK and Huckabee. She is assuming that District employees were able to vote in order to break the tie. Ms. Leach said they discussed options and decided to have conversations and then have a vote. Ms. Roberts said she finds it odd that the vote went on behind closed doors with administrators involved rather than coming to the Board. Ms. Leach said the ranking is as presented, so the Board can decide to change the ranking. Ms. Leach said it is very rare to have a tie.

Ms. Kaminski suggested guidelines be created in case this happens again. Ms. Leach said it would require board policy to institute that and CH (LOCAL) would need to be changed.

Mr. Steenbergen said that the policy change is not needed because it is a recommendation from the Board and the Board decides anyway.

Ms. Danziger asked if they even needed to go through the interviews, the administration could have just brought recommendations to the Board. Ms. Leach said this was correct.

Ms. Gonzales asked who the members on the evaluation team were. Ms. Leach said there were three board members and two administrators, which were Dr. Randle and Mr. McKeever.

The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Freezing of new Intra-District/Inter-District transfer requests to Huggins Elementary School

10. A-2 Freezing of new Intra-District/Inter-District transfer requests to George Ranch High School

10. A-3 2015 - 2016 Summer School

10. A-4 Implementation of a six-week grading period for Middle Schools in Lamar CISD beginning the 2016-2017 school year

Ms. Danziger asked if they went to the nine-week grading period this year. Ms. Haack said they went to the nine-week in 2013. They want to go back to the six-week grading period to align with the junior high and high schools.

10. A-5 School Health Advisory Council (SHAC)

Ms. Kaminski thought they were giving a report. Coach Rice said they will be given an annual report with their recommendations at a later date.

10. B GOAL: PLANNING

10. B-1 Lamar CISD Issuance of Refunding/Exchanged Bonds (Series 2016A - Traditional and Series 2016B - Exchanged)

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

a. 2011

b. 2014

10. B-6 Transportation Update

10. B-7 Campus Climate Surveys

Mr. Rockwood presented an overview to the Board.

Ms. Roberts asked why we are not making available for each parent to have access to the individual campus results. Mr. Rockwood said all this information is public information and anyone can see it. He even said they could put the reports on the campus websites. Ms. Roberts feels it should be placed on each campus website. Mr. Rockwood said the HB5 scorecard will be placed on all the websites.

10. B-8 Projects with 2011 Available Bond Funds

Ms. Roberts asked about the progress on the windows and peep holes for the portable buildings. Mr. McKeever said the maintenance department is installing these.

10. B-9 Energy Management Report

10. B-10 Oak Bend Medical Center Affiliation

10. B-11 Naming New Schools

Ms. Kaminski asked what the next process was and Mr. Rockwood replied that the timeline is set for April for the Board to approve the names for the five elementary schools and the middle school. The process is completely up to the Board. Ms. Kaminski asked how they get together with so many names. Dr. Randle said that previously they have come to the meeting with a list of names and see if the Board has some of the same names. In the past, the Board has identified the number of names needed for the new schools. It was decided by the Board they would each send Mr. Rockwood their top ten names by Tuesday.

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10. B-12 Staff recognition

Ms. Roberts said they tried to come up with a process of how to recognize staff. It was decided that Mr. Rockwood would come up with a special card so the Board could send something to a staff member as recognition.

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 for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider extension of administrative contracts
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 9:01 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:17 p.m.

11. A-1(d) Consider Extension of Administrative Contracts

It was moved by Mr. Steenbergen and seconded by Ms. Danziger that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 79-A – 79-E.)

FUTURE AGENDA ITEMS

Information Item on fencing and where it will be placed on the campuses

Information Item on Bond Committee for the next bond

Information Item on an independent analysis or review of an in-house construction team vs. CMA

ADJOURNMENT

The meeting adjourned at 9:26 p.m.

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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kathryn Kaminski
President of the Board of Trustees

Anna Gonzales
Secretary of the Board of Trustees

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the district math finalists to the National MathCON Competition at the University of Illinois in Chicago, Illinois on April 23, 2016.

IMPACT/RATIONALE:

The Lamar Consolidated Independent School District math finalists request permission to travel to Chicago, Illinois on April 22, 2016 by airplane. The approximate cost per individual will be \$530, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. The total cost of the trip is estimated to be \$4,770. Seven students are expected to participate plus the Math Coordinator and two chaperones. The expenses for the trip will be paid for by LCISD funds.

PROGRAM DESCRIPTION:

MathCON is a mathematics competition for students in grades 5-12. The goals of MathCON are to contribute to math academics by challenging and entertaining students with insight math problems and to promote high-quality math education. This year, 44,000 students participated in the online assessment. Of the 564 finalists in 41 states, eight were from LCISD and four additional LCISD students were selected as alternates.

Submitted by: Valerie Vogt, Academic Administrator
Kate Marchena, Coordinator of Mathematics

Recommended for approval:



Dr. Thomas Randle
Superintendent

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS AND WORKSHOPS FOR THE 2016 - 2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2016-2017 school year.

June

14 Regular Board Meeting

December

13 Board Workshop
15 Regular Board Meeting

July

19 Board Workshop
21 Regular Board Meeting

January

17 Board Workshop
19 Regular Board Meeting

August

16 Board Workshop
18 Regular Board Meeting

February

14 Board Workshop
16 Regular Board Meeting

September

13 Board Workshop
15 Regular Board Meeting

March

21 Board Workshop
23 Regular Board Meeting

October

18 Board Workshop
20 Regular Board Meeting

April

18 Board Workshop
20 Regular Board Meeting

November

15 Board Workshop
17 Regular Board Meeting

May

16 Board Workshop
18 Regular Board Meeting

The following conferences are scheduled for 2016-2017:

- TASB Summer Leadership Institute – June 16 - 18, 2016 – San Antonio
- TASA/TASB Convention – September 23 - 25, 2016 – Houston
- TASB Winter Governance & Legal Seminar – March 12 - 14, 2017 – Corpus Christi
- National School Boards Association Conference – March 25 - 27, 2017 – Denver, CO

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
DECEMBER 2015 THROUGH FEBRUARY 2016**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 29, 2016.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, Budget and Treasury Officer
Michele Reynolds, Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending February 29, 2016**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period December 1, 2015 through February 29, 2016.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

DEBT SERVICE FUND STRATEGY:

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

CAPITAL PROJECTS FUND STRATEGY:

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining proceeds of the 2004, 2005, 2007, 2012, 2014, and 2015 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, 2012, 2014, and 2015 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, 2012, 2014, and 2015 issue are also invested in TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole.

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

FOOD SERVICE, WORKMEN’S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:

The investment strategy for each of these funds is the same as that of the General Fund.

INVESTMENT POSITION AT FEBRUARY 29, 2016

Securities are purchased to maximize the investment earnings of the District’s portfolio and to minimize idle cash balances in demand deposit accounts at the depository bank, while maintaining the liquidity required to meet currently maturing obligations such as payroll and scheduled payments for accounts payable and bonded indebtedness.

The attached report provides details of ending cash and investment balances for each of the past three months and interest earned.

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 29, 2016. Pertinent details at February 29, 2016 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$16,950,461,798	\$16,950,474,456	0.9895%

The weighted average maturity of the pool’s portfolio for February 2016 was 37 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,966,454,166	\$3,966,506,765	0.8640%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for February 2016 was 23 days.

MBIA, Texas CLASS	1.00	\$5,021,657,599	\$5,024,718,672	0.8361%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for February 2016 was 54 days.

Texas Term, Daily Fund	1.00	\$2,702,101,242	\$2,702,107,236	2.2355%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for February 2016 was 46.4 days.

TexStar,	1.00	\$6,329,887,984	\$6,330,019,654	0.9270%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for February 2016 was 44 days.

This report includes all information required by law to be presented to the Board of Trustees on a quarterly basis. We will be pleased to present additional information in this report in the future, if requested. The District's portfolio and investment management strategy is simple and conservative, which facilitates presentation of the required information.

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 29, 2106. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 4/13/16


 Yvonne Dawson
 Budget & Treasury Officer

Date: 4/13/16


 Michele Reynolds
 Director of Finance

Date: 4/13/16

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 29, 2016

	<u>12/31/15</u>	<u>01/31/16</u>	<u>02/29/16</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	2,375,046	1,679,436	691,533
Special Revenue Funds (Combined)	2,384,827	1,029,022	717,643
Debt Service Fund	221,306	219,430	332,637
Capital Projects Fund	12,416	12,593	312,357
Workmen's Compensation and Health Insurance Trust Funds	781,987	882,713	820,775
Trust and Agency Funds, excluding Student Activity Funds	41,470	41,470	41,470
Student Activity Funds	2,174,408	2,202,052	2,224,978
Total Demand Deposits/Cash on Hand	<u>7,991,460</u>	<u>6,066,716</u>	<u>5,141,393</u>

¹ Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 29, 2016

	<u>12/31/15</u>	<u>01/31/16</u>	<u>02/29/16</u>
INVESTMENT POOLS*			
General Fund			
Texpool	84,584,800	106,551,648	126,481,161
Lone Star	2,618,844	2,619,469	2,620,109
Texas CLASS	15,369,549	15,375,028	15,380,945
Food Service Fund			
Texpool	2,820,235	2,820,876	3,711,753
Lone Star	90,532	90,554	90,576
Debt Service Fund			
Texpool	29,587,954	35,940,802	13,494,790
Lone Star	1,888,335	1,888,784	1,889,244
Texas CLASS	943,458	943,794	944,157
TexasTerm/Daily	1,886,309	1,886,869	1,887,454
TexSTAR	3,309,872	3,310,634	3,308,386
Capital Projects Fund			
Texpool	23,746,885	23,034,801	21,937,335
Lone Star	33,003,377	28,941,212	28,948,270
Texas CLASS	25,639,693	25,648,833	25,658,703
TexasTerm/Daily	58,483,247	58,500,616	58,518,761
TexSTAR	56,653,304	55,477,718	55,369,314
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	3,145,804	1,406,345	2,003,833
Lone Star	721,193	721,365	721,541
Special Revenue Funds			
Texpool	53,256	53,268	53,281
Student Activity Funds			
Texpool	45,889	45,900	45,911
Total Investment in Pools	344,592,536	365,258,516	363,065,524
Summary of Interest Earned by Month			
Texpool	15,259	36,067	43,711
Lone Star	5,942	8,925	8,356
Texas CLASS	10,448	14,955	16,150
TexSTAR	9,513	13,785	14,686
Texas Term/Daily	11,557	17,929	18,731
Total Interest Earned from Investment Pools	52,719	91,661	101,634
Average Yield by Month			
Texpool	0.19	0.27	0.30
Lone Star	0.17	0.28	0.31
Texas CLASS	0.29	0.42	0.49
TexSTAR	0.19	0.27	0.33
Texas Term/Daily	0.23	0.35	0.39

* See supplemental report attached for balances at February 29, 2016 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

		12/01/15	DEPOSITS	WITHDRAWALS	12/31/15	DEPOSITS	WITHDRAWALS	01/31/16	DEPOSITS	WITHDRAWALS	02/29/16
General Fund											
	Texpool	43,931,234	60,590,244	(19,936,678)	84,584,800	37,716,848	(15,750,000)	106,551,648	161,370,274	(141,440,761)	126,481,161
	Lone Star	2,618,461	383	-	2,618,844	625	-	2,619,469	640	-	2,620,109
	Texas CLASS	15,365,721	3,828	-	15,369,549	5,479	-	15,375,028	5,917	-	15,380,945
Food Service Fund											
	Texpool	2,819,789	446	-	2,820,235	641	-	2,820,876	1,650,877	(960,000)	3,711,753
	Lone Star	90,519	13	-	90,532	22	-	90,554	22	-	90,576
Debt Service Fund											
	Texpool	5,215,936	24,372,018	-	29,587,954	6,362,848	-	35,940,802	54,484,313	(76,930,325)	13,494,790
	Lone Star	1,888,060	275	-	1,888,335	449	-	1,888,784	460	-	1,889,244
	Texas CLASS	943,223	235	-	943,458	336	-	943,794	363	-	944,157
	Texas Term/Daily	1,885,948	361	-	1,886,309	560	-	1,886,869	585	-	1,887,454
	TexSTAR	3,309,346	526	-	3,309,872	762	-	3,310,634	827	(3,075)	3,308,386
Capital Projects Fund											
	Texpool	25,683,577	3,836	(1,940,528)	23,746,885	5,317	(717,401)	23,034,801	5,422	(1,102,888)	21,937,335
	Lone Star	39,159,192	5,166	(6,160,981)	33,003,377	1,285,246	(5,347,411)	28,941,212	7,058	-	28,948,270
	Texas CLASS	25,633,308	6,385	-	25,639,693	9,140	-	25,648,833	9,870	-	25,658,703
	Texas Term/Daily	58,472,051	11,196	-	58,483,247	17,369	-	58,500,616	18,145	-	58,518,761
	TexSTAR	56,682,630	8,989	(38,315)	56,853,304	13,021	(1,188,607)	55,477,718	13,859	(122,263)	55,369,314
Workmen's Compensation and Health Insurance Trust Funds											
	Texpool	603,775	3,987,029	(1,445,000)	3,145,804	541	(1,740,000)	1,406,345	2,207,530	(1,610,042)	2,003,833
	Lone Star	721,088	105	-	721,193	172	-	721,365	176	-	721,541
Special Revenue Funds											
	Texpool	53,248	8	-	53,256	12	-	53,268	13	-	53,281
Student Activity Funds											
	Texpool	45,862	7	-	45,889	11	-	45,900	11	-	45,911
Total Investment in Pools		285,122,988	88,991,050	(29,521,502)	344,592,538	45,409,399	(24,743,419)	385,259,516	219,976,362	(222,169,354)	363,065,524

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 March 2016 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, CPA, RTSBA, Chief Financial Officer

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF MARCH 2016 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 March total \$22,213,323 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,337,902
614	Employee Benefits	570,054
621	Professional Services	247,123
623	Education Services Center	4,575
624	Contracted Maintenance and Repair Services	402,889
625	Utilities	117,959
626	Rentals and Operating Leases	11,023
629	Miscellaneous Contracted Services	337,162
631	Supplies and Materials for Maintenance and Operations	132,572
632	Textbooks and Other Reading Materials	211,544
633	Testing Materials	113
634	Food Service	446,491
639	General Supplies and Materials	540,910
641	Travel and Subsistence -- Employee and Student	125,630
649	Miscellaneous Operating Costs/Fees and Dues	443,593
659	Other Debt Services Fees	2,750
662	Building Purchase, Construction, and/or Improvements	4,199,751
663	Furniture & Equipment - \$5,000 or more per unit cost	68,331
131	Inventory Purchases	7,077
217	Operating Transfers, Loans and Reimbursements	3,007
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,867
	Total	22,213,323

PROGRAM DESCRIPTION:

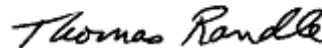
The report above represents all expenditures made during the month of March 2016. The detailed check information is available upon request.

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 MARCH 31, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	136,231,339.00	133,096,604.00	(3,134,735.00)	97.7%
5800-STATE PROGRAM REVENUES	96,167,598.00	47,198,459.00	(48,969,139.00)	49.1%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,171,206.00	(573,794.00)	67.1%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
TOTAL- REVENUES	234,143,937.00	182,185,862.00	(51,958,075.00)	77.8%
EXPENDITURES				
6100-PAYROLL COSTS	196,276,329.00	108,388,992.00	87,887,337.00	55.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,857,335.00	6,783,695.00	15,073,640.00	31.0%
6300-SUPPLIES AND MATERIALS	13,141,879.00	5,032,598.00	8,109,281.00	38.3%
6400-OTHER OPERATING EXPENDITURES	4,335,652.00	5,043,544.00	(707,892.00)	116.3%
6600-CAPITAL OUTLAY	3,595,780.00	698,988.00	2,896,792.00	19.4%
TOTAL-EXPENDITURES	239,206,975.00	125,947,817.00	113,259,158.00	52.7%

Lamar CISD
Local Investment Pools
as of March 31, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,711,753.69	0.00	0.00	1,031.78	3,712,785.47
General Account	120,659,857.57	0.00	15,348,513.75	31,670.75	105,343,014.57
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,471,177.80	1,065,180.42	1,300,000.00	560.50	1,236,918.72
Workmen's Comp	532,655.97	33,333.33	50,000.00	143.43	516,132.73
Property Tax	7,285,684.76	3,610,159.36	0.00	2,672.36	10,898,516.48
Vending Contract Sponsor	475,799.15	0.00	0.00	132.26	475,931.41
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,608,845.28	0.00	0.00	447.18	1,609,292.46
Debt Service Series 2007	577,515.30	0.00	577,525.06	9.76	(0.00)
Capital Projects Series 2005	242,533.24	0.00	0.00	67.38	242,600.62
Student Activity Funds	45,909.42	0.00	0.00	12.73	45,922.15
Taylor Ray Donation Account	5,083.54	0.00	0.00	1.46	5,085.00
Capital Projects Series 2007	209,302.82	0.00	0.00	58.20	209,361.02
Common Threads Donation	53,281.12	0.00	0.00	14.80	53,295.92
Debt Service Series 2008	735,347.27	0.00	726,457.00	14.74	8,905.01
Capital Projects 2012A	3,284,860.36	0.00	264,503.74	857.79	3,021,214.41
Debt Service 2012A	1,492,514.60	0.00	0.00	414.86	1,492,929.46
Debt Service 2012B	236,858.89	0.00	0.00	65.83	236,924.72
Capital Projects 2014A	43,078.98	0.00	0.00	11.94	43,090.92
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,637,826.94	0.00	0.00	733.22	2,638,560.16
Debt Service 2014B	1,085,545.29	0.00	0.00	301.73	1,085,847.02
Debt Service 2013	200,614.26	0.00	0.00	55.80	200,670.06
Debt Service 2013A	485,123.59	0.00	0.00	134.89	485,258.48
Debt Service 2015	2,489,334.55	0.00	0.00	691.92	2,490,026.47
Capital Projects 2015	18,157,154.98	0.00	508,726.20	4,957.98	17,653,386.76
Debt Service 2016A	0.00	249,464.72	0.00	62.97	249,527.69

Lone Star Investment Pool Government Overnight Fund

Capital Projects Fund	5,025.66	0.00	0.00	1.39	5,027.05
Workers' Comp	721,539.23	0.00	0.00	199.59	721,738.82
Property Tax Fund	32,190.05	0.00	0.00	8.90	32,198.95
General Fund	2,590,327.18	0.00	0.00	716.51	2,591,043.69
Food Service Fund	90,576.25	0.00	0.00	25.05	90,601.30
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	701.30	0.00	0.00	0.19	701.49
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	384.43	0.00	0.00	0.11	384.54
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.93	0.00	0.00	0.01	42.94
Capital Projects 2014A	2,291,802.35	0.00	1,471,797.25	354.31	820,359.41
Capital Projects 2014B	17.04	0.00	0.00	0.00	17.04
Capital Projects 2015	26,650,296.81	0.00	0.00	7,371.78	26,657,668.59
Debt Service Series 2015	1,886,832.68	0.00	0.00	521.92	1,887,354.60

MBIA Texas CLASS Fund

General Account	15,380,941.45	0.00	0.00	7,059.94	15,388,001.39
Capital Project Series 1998	906.81	0.00	0.00	0.35	907.16
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	11,072,336.60	0.00	0.00	5,082.26	11,077,418.86
Capital Projects 2015	14,585,460.40	0.00	0.00	6,694.82	14,592,155.22
Debt Service 2015	944,155.59	0.00	0.00	433.39	944,588.98

TEXSTAR

Capital Projects Series 2007	743.31	0.00	0.00	0.27	743.58
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,438,459.13	0.00	5,896.00	420.33	1,432,983.46
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,703.86	0.00	0.00	0.58	1,704.44
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,514.20	0.00	0.00	1.29	4,515.49
Capital Projects 2014A	139.53	0.00	0.00	0.01	139.54
Capital Projects 2014B	2,918,414.46	0.00	1,461,594.68	562.17	1,457,381.95
Debt Service 2015	3,302,112.78	0.00	0.00	967.63	3,303,080.41
Capital Projects 2015	51,011,545.97	0.00	0.00	14,948.03	51,026,494.00

TEXAS TERM/DAILY Fund

Capital Projects Series 2007	1,006,062.13	0.00	0.00	346.80	1,006,408.93
Capital Projects Series 2008	140.89	0.00	0.00	0.05	140.94
Capital Projects Series 2012A	464,491.02	0.00	0.00	160.11	464,651.13
Capital Projects Series 2014A	18,037,868.16	0.00	722,890.96	5,994.78	17,320,971.98
Capital Projects Series 2014B	9,852,519.12	0.00	0.00	3,396.26	9,855,915.38
Debt Service 2015	1,887,454.09	0.00	0.00	650.62	1,888,104.71
Capital Projects 2015	29,157,680.93	0.00	0.00	10,050.95	29,167,731.88

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.33	\$45,126.26
LONE STAR ACCOUNT INTEREST	0.33	\$9,199.76
MBIA TEXAS CLASS ACCOUNT INTEREST	0.54	\$19,270.76
TEXSTAR ACCOUNT INTEREST	0.35	\$16,900.31
TEXAS TERM/DAILY ACCOUNT INTEREST	0.41	\$20,599.57
TOTAL CURRENT MONTH EARNINGS		\$111,096.66
EARNINGS 9-01-15 THRU 2-29-16		\$340,269.44
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$451,366.10

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

The proposed budget amendments 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 Lamar CISD 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 15.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Foster High School is requesting a budget change for teachers to attend the Laying the Foundation conference.

199-11	Classroom Instruction	(1,000.00)
199-13	Instructional Staff Development	1,000.00

Williams Elementary is requesting a budget change to purchase testing materials.

199-13	Instructional Staff Development	(500.00)
199-11	Classroom Instruction	500.00

Frost Elementary is requesting a budget change for extra duty pay.

199-11	Classroom Instruction	(500.00)
199-13	Instructional Staff Development	500.00

The Transportation Department is requesting a budget change to pay for wireless services. Per the TEA Resource Guide, all utility costs should be coded to function 51.

199-34	Student Transportation	(6,000.00)
199-51	Plant Maintenance & Operations	6,000.00

The Business Office, Maintenance and Operations, and Technology Departments are requesting a budget change to increase budgets established by the Board of Trustees in March 2016 for the purchase, construction, and equipping of temporary buildings for the 2016-17 school year.

199-11	Classroom Instruction	275,000.00
199-23	School Leadership	10,000.00
199-35	Food Service	1,500.00
199-52	Security & Monitoring Services	15,000.00
199-81	Facilities Acquisition and Construction	125,000.00

The Maintenance and Operations Department is requesting an amendment to a bond fund budget established by the Board of Trustees in September 2015 relating to the use of available bond funds from the 2006 Bond Program. Funds are being reallocated from the Development Center drainage project to the renovation and drainage projects at Jackson Elementary School.

638-81	Facilities Acquisition and Construction	(185,000.00)	Development Center
638-81	Facilities Acquisition and Construction	185,000.00	Jackson Elem. School

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS ALLOTMENT
AND TEKS CERTIFICATION FORM FOR 2016-2017**

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2016-2017 school year and authorize the Board President, Board Secretary, and Superintendent to execute the attached document.

IMPACT/RATIONALE:

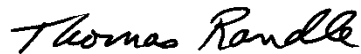
The 2016-2017 Instructional Materials Allotment and TEKS Certification verifies that Lamar CISD has instructional materials covering all elements of the Texas Essential Knowledge and Skills of the required curriculum for each grade level as required in the Texas Education Code, Section 28.002.

PROGRAM DESCRIPTION:

This Certification is valid thru the 2016-2017 school year. Once executed, the document must be filed with TEA.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Leach, RTSBA Purchasing & Materials Manager
Valerie Vogt, Academic Administrator

Recommended for approval:



Dr. Thomas Randle
Superintendent

Instructional Materials Allotment and TEKS Certification, 2016-2017

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That this district's instructional materials allotment (IMA) is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

Certified	Grade Level
<input checked="" type="checkbox"/>	Kindergarten
<input checked="" type="checkbox"/>	Grade 1
<input checked="" type="checkbox"/>	Grade 2
<input checked="" type="checkbox"/>	Grade 3
<input checked="" type="checkbox"/>	Grade 4
<input checked="" type="checkbox"/>	Grade 5
<input checked="" type="checkbox"/>	Grade 6
<input checked="" type="checkbox"/>	Grade 7
<input checked="" type="checkbox"/>	Grade 8
<input checked="" type="checkbox"/>	Grade 9
<input checked="" type="checkbox"/>	Grade 10
<input checked="" type="checkbox"/>	Grade 11
<input checked="" type="checkbox"/>	Grade 12

Certified	Subject Area
<input checked="" type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	SOCIAL STUDIES
<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS

Signature of Superintendent

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Hometown certification)

Email to instructional.materials@tea.texas.gov

**CONSIDER APPROVAL OF AWARDS, CUSTOM APPAREL,
PROMOTIONAL AND RELATED ITEMS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for awards, custom apparel, promotional and related items for the District.

IMPACT/RATIONALE:

Purchases shall be made for various awards, custom apparel and promotional items by each campus or department. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 13-2016LN requested that vendors supply discounted catalog percentages, shipping costs, web catalog addresses and ordering specifics to LCISD for the following categories:

- Student Awards, Recognition Items
- Employee Awards
- Recruitment and Promotional Items
- Awards, Custom Apparel, Promotional Related, non-specific category
- Awareness Items
- Custom Apparel (i.e. Screen Print)
- Team Spirit Items (Logo Items)

Vendors will be utilized for the diverse instructional needs across the district. This bid will be awarded for one year with 4 automatic renewal year options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

RFP 013-2016LN

AWARDS, CUSTOM APPAREL, PROMOTIONAL AND RELATED ITEMS

1. Accent Screen Printing
2. All Out Graphics
3. AMC Promotional Products
4. Apparel Chick
5. Astro Apparel
6. Authentic Promotions
7. Barcelona Sporting Goods
8. Bee Unique Awards
9. Blue Jungle Marketing (Halo)
10. Blue Moose Tees
11. Brammer's Athletic
12. Brand IQ
13. Branding Matters!
14. Branding Works
15. BSN Sports
16. Challenge Office Products
17. Championship Trophies
18. Creative Awards & Trophies
19. Crestline Specialties
20. Crown Trophy
21. Custom Sportswear
22. Danzgear
23. Dostal's Corporate
24. Educational Products (EPI)
25. Fresh Prints of Houston
26. Gandy Ink
27. Graphics Store LLC
28. Groggy Dog Sportswear
29. GTM Sportswear
30. Gulf Coast Specialties
31. Hobby Lobby Stores
32. K&S Sports
33. Leonetti Graphics
34. Main Event, The
35. Master Teacher, The
36. Monarch Trophy Studio
37. Neff Motivation
38. Nuvo Athletic
39. Oriental Trading Company
40. Paramount Promotions
41. Party City Corp. (not Web)
42. PepWear
43. Pinkie & Black
44. Positive Promotions
45. Premier Agendas (School Specialty)
46. Proforma Horizon Total Source

47. Rebel Athletic
48. Sala Printing
49. School Life (imagestuff.com)
50. School Specialty
51. School Tee Factory
52. Standard Buying Service
53. Tejas Products
54. Varsity Spirit

**CONSIDER APPROVAL OF AMENDED PROCUREMENT METHOD
CRITERIA FOR THE 2014 BOND PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the amended evaluation criteria to be utilized with competitive sealed proposals for the construction method of procurement for the 2014 bond projects.

IMPACT/RATIONALE:

On September 8, 2015, the Board approved the procurement method for CSPs to be used for the procurement of 2014 Bond Projects. Upon further review, administration realized that a criteria listed requiring the vendor to disclose the principal place of business should not have been included. Texas Education Code Section 44.031 specifically requires an exclusion of this criteria when procuring construction, maintenance, instructional and information services. The authorization given with this motion will allow the administration to continue to properly proceed with solicitations of competitive sealed proposals for the 2014 Bond Projects.

PROGRAM DESCRIPTION:

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

Submitted by: Michele Leach, RTSBA, Purchasing & Materials Manager
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
J. Kevin McKeever, Administrator for Operations
Gloria Berrera, VANIR/Rice & Gardner Inc.
Jim Rice, VANIR/Rice & Gardner, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

EVALUATION CRITERIA FOR CONSTRUCTION PROPOSALS

Proposals shall be evaluated using the evaluation criteria listed below.

	Evaluation Criteria	Point System
	Purchase price – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20
2	Reputation of the vendor and of the vendor’s goods or services – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	15
3	Quality of the vendor’s goods or services – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	10
4	Extent to which the goods or services meet the district’s needs Assessment of Submitted Project Plan and Schedules	15
5	Vendor’s past relationship with the district 5- Good Business with LCISD, staff recommends use again 3- Good business with no documented issue OR never performed business with LCISD but has experience with other school districts or government entities. 1- Past performance was documented as being poor.	5
6	Proposed Team offers experience and knowledge base to the project <ul style="list-style-type: none"> • Resume submission of team • Organizational chart of team working on Lamar CISD project 	15
7	Vendor’s principal place of business is in the State of Texas, or employs 500 people in this state. (either or)	5
8	Ability to service our accounts with proper staff and insurance requirements – Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract.	10
9	Safety Record Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 8 - EMR of .50 or less 6 - EMR 0.51-0.85 4 - EMR 0.86-0.99 2 - EMR greater than 1.0 2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook.	10
10	TOTAL	100 POINTS

7 is removed and 5 points moved to #6. TEC Section 44.031(b)(8)(A) states that the information in #7 should not be included for building construction efforts.

**CONSIDER APPROVAL OF NATIONAL COOPERATIVE PURCHASING
ALLIANCE INTERLOCAL AGREEMENT**

RECOMMENDATION:

That the Board of Trustees consider approval of an Interlocal agreement with the National Cooperative Purchasing Alliance (NCPA) and authorize the Board President to execute the Interlocal agreement.

IMPACT/RATIONALE:

This agreement provides for access to vendors on the National Cooperative Purchasing Alliance (NCPA). NCPA is a cooperative aligned with the Region 14 Education Service Center and will allow the District access to vendors, such as Dell, Promethean and Hayes Software along with many other vendors. All vendors are procured using EDGAR compliant solicitations. This interlocal agreement will allow the District to be procurement compliant when purchasing these resources using federal funds as well as local budgeted funds.

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts through volume purchasing. All procurements through this cooperative will be on an as-needed basis with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of April 22, 2016 and will automatically renew unless either party gives 60 days prior written notice of non-renewal.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Leach, RTSBA Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent



National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

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:

Parents of Briscoe donated \$9,950 to purchase a mural for the gym wall at Briscoe Junior High School.

Gridiron Football – Fort Bend Youth Sports Association donated \$5,000 to George Ranch High School.

McNeill fundraising and PTO donated \$4,009 to purchase 20 iPad minis and big grips for the iPads for McNeill Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL PARAPROFESSIONALS' DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 11, 2016 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

HB 108 by Representative Kino Flores designated the second Wednesday in May as Paraprofessionals' Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 11, 2016 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, who contribute in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, **public school paraprofessionals** contribute in many ways beyond their most recognizable functions; and

WHEREAS, the assistance of **public school paraprofessionals** is particularly important in the daily activities and operations of a school district; and

WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, **public school paraprofessionals** assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **May 11, 2016** as **Public School Paraprofessionals' Day** and encourages members of the Lamar Consolidated Independent School District Staff and community to express appreciation to our public school paraprofessionals.

Adopted this 21st day of April 2016.



Kathryn Kaminski, President

Anna Gonzales, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of May 6 – 12, 2016 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such as prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 6 – 12, 2016 as **School Nurses' Week**, and encourages all members of Lamar Consolidated Independent School District staff and community to express appreciation to our school nurses.

Adopted this 21st day of April 2016.



Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEACHER APPRECIATION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of May 2 – 6, 2016 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 2 – 6, 2016 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends, in large measure, on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education, and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities, and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability, and

WHEREAS, our country's future depends, in large measure, on the education our youth receive today, and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service, and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 2 – 6, 2016** as **Teacher Appreciation Week** in the Lamar Consolidated Independent School District and calls on the community to join with the Board of Trustees in personally expressing appreciation to our teachers for a job well done.

Adopted this 21st day of April 2016.

Kathryn Kaminski, President

Anna Gonzales, Secretary

**CONSIDER APPROVAL OF REQUEST FOR 2016 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE SIMONTON SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the 2016 Historic Site Exemption Qualification for the Simonton School.

BACKGROUND INFORMATION:

At the March 24, 2016 regular board meeting, board members asked if this property is currently used as a residence and/or a business. The Fort Bend Central Appraisal District (FBCAD) records reflect two accounts for the Simonton School property. One account refers to the homestead (80% of the valuation), and the other refers to the professional office/business (20% of the valuation). The property that is the subject of this application for exemption is the residential account, not the business portion. As confirmed by the owner of the property, it is in fact used as a residence. It has been granted a homestead exemption by the FBCAD. Fort Bend County has granted a historical exemption for the 2016 tax year.

The Board of Trustees of the Lamar Consolidated Independent School District granted historical tax exemption to Simonton School last year. Osborne Photography currently occupies this building. Historic site tax exemptions must be renewed on an annual basis.

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 2016-17 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
Simonton School	34935 FM 1093 Simonton, TX 77476	\$312,580	\$4,345.02

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



Application for Historic or Archeological Site Property Tax Exemption

Property Tax
Form 50-122

Fort Bend Central Appraisal District

281-344-8623

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

2016

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 K. REEDER

Name of Property Owner

34935 FM 1093 ; (PO Box 546)

Mailing Address

SIMONTON, TX 77476-0546

City, State, ZIP Code

Phone (area code and number)

Property Owner is a(n) (check one):

individual partnership corporation other (specify):

PAULA REEDER

PROPERTY OWNER

06954316 (TDL#)

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 77476-0546

Address, City, State, ZIP Code

0092 T WESTALL ACRES 1.3015

Legal Description (if known)

R-40143

Appraisal District Account Number (if known)

Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation

LCISD FT. BEND COUNTY DRAINAGE DISTRICT
FT. BEND COUNTY GENERAL FUND

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

2/12/2016
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.

**CONSIDER APPROVAL OF INTERDISTRICT STUDENT TRANSFERS
FOR 2016 - 2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the listed interdistrict student transfer requests for the 2016 - 2017 school year.

IMPACT/RATIONALE:

Since 1971 the Texas Education Agency has been operating under a statewide school desegregation order commonly known as Civil Action 5281. TEA must review all student transfers and notify the sending and receiving districts when the transfers do not comply with Civil Action 5281. TEA is generally prohibited from permitting student transfers between school districts when the cumulative effect in either the sending or receiving school or school district will impede or reduce desegregation, or reinforce or renew racially discriminatory practices.

District employees that live outside the district may transfer their children to Lamar CISD schools. Employees may also send their child to any school in the district if space is available.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Listed below are transfer requests for children of employees of this district for the 2016-2017 school year:

<u>Name of Student</u>	<u>District Transferred From</u>	<u>Grade</u>	<u>Campus Assigned</u>
Adams, Annalise	Fort Bend ISD	7	Briscoe Jr.
Aldridge, John	Katy ISD	2	Hubenak
Arratia, Isaac	Alief ISD	6	Velasquez
Ball, Joseph Jr.	Wharton ISD	11	Foster
Ball, Jobari	Wharton ISD	1	Frost
Beck, Jamie Nicole	Fort Bend ISD	10	Foster
Bell, Tristan	Alief ISD	2	Adolphus
Benitez, Ivan	Fort Bend ISD	4	Hubenak
Benitez, Tatiana	Fort Bend ISD	7	Briscoe Jr.
Bertuglia, Stephen	Houston ISD	9	George Ranch
Brady, Braden	Fort Bend ISD	K	Smith
Brewer, Haylee	Katy ISD	4	Huggins
Brewer, Madison	Katy ISD	2	Huggins
Brooks, Libberty	Wharton ISD	2	Austin
Brown, Christopher	Fort Bend ISD	7	Briscoe Jr.
Brown, Hayes	Fort Bend ISD	5	Taylor Ray
Brown, Pamela Fay	Needville ISD	6	Polly Ryon
Brown, Rebecca Sue	Needville ISD	2	Williams
Brown, Sam	Fort Bend ISD	8	Briscoe Jr.
Broxson, Cambry	Fort Bend ISD	5	Jane Long
Buffamante, Stephen	Fort Bend ISD	12	Lamar Consolidated
Buford, Alyvia	Fort Bend ISD	9	Foster
Buford, Kenneth	Fort Bend ISD	11	Foster
Buford, Michael	Fort Bend ISD	8	Briscoe Jr.
Burrell, Addison	Bellville ISD	3	Huggins
Camacho, Raymond A.	Brazos ISD	10	Terry
Camacho, Sullivan	Brazos ISD	6	Wessendorff
Camacho, Victoria A.	Brazos ISD	6	Navarro
Cantu, Ella	Needville ISD	1	Adolphus
Cantu, Luke	Needville ISD	3	Adolphus
Carrejo, Cole	Fort Bend ISD	1	Austin
Cerrano, Maiah	Fort Bend ISD	2	Adolphus
Cervantes, Meridith	Fort Bend ISD	4	Austin
Cervantes, Owen	Fort Bend ISD	2	Austin
Cloma, Emalyn	Fort Bend ISD	2	Arredondo
Coleman, Brett	Fort Bend ISD	12	Foster
Collins Lena	Fort Bend ISD	K	Austin
Conrad, Douglas II	Fort Bend ISD	K	Hutchison
Covault, Hannah	Fort Bend ISD	12	Foster
Cyprien, Ashton	Fort Bend ISD	7	Lamar Jr.
Davis, Anthony	Katy ISD	5	Huggins
Davis, Ashlinh	Katy ISD	2	Huggins
Davis, Ev'Rett	Wharton ISD	5	Taylor Ray
Eagleton, David	Fort Bend ISD	3	Velasquez
Earles, DeVantae	Houston ISD	11	George Ranch
Easley, Alexander	Fort Bend ISD	2	Frost
Easley, Max	Fort Bend ISD	2	Frost
Espinoza, Hugo	Fort Bend ISD	1	Williams
Ford, Chandler	Wharton ISD	8	Briscoe Jr.

Fuller, Jaizha	Fort Bend ISD	7	Reading Jr.
Garcia, Lauren	Fort Bend ISD	7	Briscoe Jr.
Gerbermann, Allen	Fort Bend ISD	7	Lamar Jr.
Gomez, Evan	Brazos ISD	1	Jane Long
Gonzalez, Gregory	Katy ISD	9	George Ranch
Guess, Frederick	Fort Bend ISD	10	Lamar Consolidated
Guzman, Jacob	Fort Bend ISD	9	George Ranch
Hale, Walker	Fort Bend ISD	10	George Ranch
Hammond, Jeremiah	Fort Bend ISD	Pre-K	Frost
Hanks, Kade	Fort Bend ISD	10	Foster
Hanks, Konnor	Fort Bend ISD	5	Frost
Harper, Ian	Needville ISD	3	Williams
Hasenpflug, Matthew	Wharton ISD	11	George Ranch
Hasenpflug, Michael	Wharton ISD	10	George Ranch
Hasenpflug, Mitchell	Wharton ISD	9	George Ranch
Hausler, Travis	Needville ISD	10	Lamar Consolidated
Hernandez, Elena	Needville ISD	4	Travis
Hernandez, Juan	Needville ISD	7	George Jr.
Hernandez, Samantha	Needville ISD	11	Terry
Herring, Janie	Fort Bend ISD	8	Briscoe Jr.
Hindi, Ameen	Fort Bend ISD	6	Wertheimer
Hindi, Nadine	Fort Bend ISD	K	Hubenak
Hodum, Kandace	Fort Bend ISD	6	Leaman Jr.
Holts, Tohnnia	Bellville ISD	11	Foster
Howard, Fisher	Fort Bend ISD	3	Adolphus
Jackson, Maycee	Fort Bend ISD	4	Frost
Jernigan, Emma	Needville ISD	3	Meyer
Jernigan, Noah	Needville ISD	1	Meyer
Johnson, Van	Needville ISD	2	Arredondo
Johnson, Xander	Needville ISD	7	Reading Jr.
Johnson, Zakrey	Needville ISD	10	George Ranch
Joseph, Julian	Royal ISD	7	Leaman Jr.
Kean, Caleb	Fort Bend ISD	4	Austin
Kean, Lyla	Fort Bend ISD	1	Austin
Keene, Michael	Katy ISD	7	Briscoe Jr.
Keene, Patrick	Katy ISD	10	Foster
Kelly, Jay	Stafford MSD	2	Arredondo
Koerth, Austin	Fort Bend ISD	11	George Ranch
Koerth, Christie	Fort Bend ISD	7	Reading Jr.
Koerth, Katie	Fort Bend ISD	12	George Ranch
Kucera, Millinda	Sweeny ISD	10	Foster
LaCour, Taylor	Fort Bend ISD	2	Velasquez
Leaks, Darren	Bellville ISD	5	Frost
Leaks, Malcolm	Bellville IOSD	6	Wertheimer
Love, Carter	Fort Bend ISD	5	Dickinson
Love, Kaylee	Fort Bend ISD	2	Dickinson
Lumpkin, Camryn	Katy ISD	3	Adolphus
Lumpkin, Marley	Katy ISD	6	Wertheimer
Luna, Annaliese	Needville ISD	4	Thomas
Luna, Benjamin	Needville ISD	Life Skills	Williams
Mangum, Amariah	Fort Bend ISD	K	Campbell
Mangum, Josiah	Fort Bend ISD	2	Campbell
Marin, Emma Lee	Wharton ISD	K	Smith

Marin, Hailey	Wharton ISD	3	Smith
Matthew, Mitali	Fort Bend ISD	3	Williams
McCardle, Larkin	Fort Bend ISD	6	Polly Ryon
McCardle, Michayla	Fort Bend ISD	3	Arredondo
McDonald, Evvalee	Wharton ISD	6	Wertheimer
McDonald, Savannah	Wharton ISD	7	Briscoe Jr.
McDowell, Ella	Fort Bend ISD	5	Frost
McDowell, Maya	Fort Bend ISD	8	Briscoe Jr.
McDowell, Shaun	Fort Bend ISD	3	Frost
Melnar, Trinity	Brazos ISD	3	Thomas
Melvin, Aliyah	Boling ISD	7	Reading Jr.
Mendoza, Davyd	Needville ISD	9	Lamar Consolidated
Merrick, Keith	Fort Bend ISD	4	Frost
Merrick, Parker	Fort Bend ISD	1	Frost
Meyer, Chase	Fort Bend ISD	K	Austin
Meyer, Trenton	Fort Bend ISD	2	Austin
Mikeska, Bailey	Brazos ISD	3	Frost
Miles, Hayden Parker	Brazos ISD	7	Reading Jr.
Montes, Karen	Needville ISD	7	Briscoe Jr.
Montes, Mylo	Needville ISD	2	Taylor Ray
Moore, Andrew	Fort Bend ISD	10	George Ranch
Morales, Cade	Fort Bend ISD	1	Jane Long
Morales, Camrie	Wharton ISD	12	Terry
Morales, Cruz	Fort Bend ISD	Pegasus	Frost
Morales, Miryn	Fort Bend ISD	2	Frost
Morales, Natalie	Wharton ISD	9	Terry
Morales, Steven	Wharton ISD	11	Terry
Moseley, Brittany	Fort Bend ISD	10	Foster
Myers, Skyler	Fort Bend ISD	6	Wertheimer
Nguyen, Matthew	Fort Bend ISD	7	Wertheimer
Nguyen, Nathan	Fort Bend ISD	4	McNeill
Oliver, John	Fort Bend ISD	11	Foster
Ortiz, Gysenia	Needville ISD	5	Taylor Ray
Pena, Landon	Needville ISD	1	Arredondo
Perry, Robert	Fort Bend ISD	4	Williams
Phillips, Sean B.	Needville ISD	10	George Ranch
Pineda, Jacqueline	Needville ISD	11	Lamar Consolidated
Poland, Kennedy	Katy ISD	3	Jane Long
Poland, McKinlea	Katy ISD	5	Jane Long
Prince, Brooklyn	Katy ISD	1	Austin
Prince, Connor	Katy ISD	3	Austin
Prince, Lauren	Katy ISD	5	Austin
Quintanilla, Henry	Houston ISD	K	Adolphus
Ramos, Gabriel	Fort Bend ISD	7	Leaman Jr.
Ramos, Vanessa	Fort Bend ISD	3	Huggins
Ramsey, Rebecca	Cy-Fair ISD	Pegasus	Hubenak
Roberts, Ainsley	Katy ISD	1	Adolphus
Robidoux, Haydn	Alief ISD	8	Reading Jr.
Roden, Samantha	Sweeny ISD	1	Huggins
Roden, Wyatt	Sweeny ISD	3	Huggins
Roman, Bella	Fort Bend ISD	2	Hubenak
Roman, Victoria	Fort Bend ISD	6	Wertheimer
Sample, Journee	Fort Bend ISD	6	Wertheimer

Sawyer, Cole	Fort Bend ISD	4	Arredondo
Scott, Deondre	Houston ISD	10	Foster
Self, Eric	Fort Bend ISD	9	Foster
Self, Holly	Fort Bend ISD	12	Foster
Self, Natalie	Fort Bend ISD	12	Foster
Serna, Edward A.	Needville ISD	12	Terry
Silva, Gabriel	Fort Bend ISD	3	Austin
Silva, Simeon	Fort Bend ISD	1	Austin
Smith, Blake	Aldine ISD	5	Williams
Smith, Dylan	Aldine ISD	6	Polly Ryon
Smyers, Georgia	Katy ISD	3	Adolphus
Smyers, Lillie	Kathy ISD	K	Adolphus
Solomon, Caylee	Fort Bend ISD	1	Hubenak
Sonnier, Madison	Fort Bend ISD	10	Foster
Spiegel, Maddox	Needville ISD	3	Williams
Spiegel, Preston	Needville ISD	9	George Ranch
Spiegel, Spencer	Needville ISD	4	Williams
Startz, Gavin	Fort Bend ISD	2	Adolphus
Startz, Keegan	Fort Bend ISD	3	Adolphus
Startz, Logan	Fort Bend ISD	2	Adolphus
Tatum, Jaylan	Fort Bend ISD	4	Austin
Thompson, Drake	Katy ISD	5	Hubenak
Todd, Peyton	Fort Bend ISD	2	Arredondo
Todd, Riley	Fort Bend ISD	K	Arredondo
Torres, Rebecca	Needville ISD	10	George Ranch
Triller, Haley	Needville ISD	1	Meyer
Tullos, Tanner	Fort Bend ISD	9	George Ranch
Vance, Blake	Katy ISD	11	Foster
Venable, Colbie	Fort Bend ISD	5	Adolphus
Venable, Cooper	Fort Bend ISD	3	Adolphus
Vyvial, Bryson	Needville ISD	6	Polly Ryon
Vyvial, Ryle	Needville ISD	4	Arredondo
Walker, Carrington	Katy ISD	K	McNeill
Walker, Kingston	Katy ISD	3	McNeill
Wandling, Ashley	Fort Bend ISD	8	Reading Jr.
Williams, Brennen	Fort Bend ISD	5	Hutchison
Williams, Bryce	Fort Bend ISD	5	Hutchison
Williams, Chelsea	Houston ISD	7	Reading Jr.
Wright, Jenna	Sealy ISD	10	Foster
Young, Jade	Fort Bend ISD	9	George Ranch

**CONSIDER APPROVAL OF PURCHASE AGREEMENT FOR TASB ENERGY
COOPERATIVE MEMBER PURCHASERS FIXED-RATE TRANSPORTATION
FUEL PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the Superintendent to negotiate and execute the purchase agreement.

IMPACT/RATIONALE:

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The new purchase agreement will start May 1, 2016 and expire August 31, 2017. The District will be able to purchase gasoline for ~ \$1.6074/g and diesel for ~\$1.5094/g. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Kevin McKeever, Administrator for Operations
 Mike Jones, Director of Transportation
 Michele Leach, RTSBA, Purchasing and Materials Manager
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



PURCHASE AGREEMENT - DRAFT

**FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS
FIXED-RATE TRANSPORTATION FUEL PROGRAM**

COOPERATIVE MEMBER PURCHASER’S NAME: Lamar CISD

PLEASE RETURN ACCEPTANCE BY FAX TO SELLER AT:

PURCHASER’S ADDRESS: 3911 Avenue I Rosenberg, TX 77471

PURCHASER’S TELEPHONE: 832-223-0282

PURCHASER’S FAX: 832-223-0281

PURCHASER’S EMAIL: mikejones@lcisd.org

Subject to the terms and conditions contained in this Purchase Agreement (“Agreement”), Purchaser agrees to purchase, and Vendor (“Seller”) agrees to sell, the following product(s) at the price and in the quantities as set forth in this Agreement. Seller and Purchaser may be referred to individually as a “Party” and collectively as “Parties”:

PRODUCT: Regular Unleaded Gasoline and #2 Ultra Low Sulfur Diesel

PRICE PER GALLON: \$____ Gasoline and \$_____ Diesel

VOLUME: 75,000 gallons of Gasoline and 350,000 gallons of Diesel

ENERGY COOPERATIVE ADMINISTRATIVE FEE: The price per gallon includes a fee of two (2) percent of the price per gallon under the TASB Energy Cooperative (“Cooperative”) contract award to Seller, up to a maximum of \$0.05 per gallon. The administrative fee shall be paid by Seller to the Cooperative in accordance with the terms set forth in that certain Services Agreement between the Cooperative and Seller effective 9/1/2014. If the Services Agreement is terminated for any reason before the expiration or termination of this Agreement, Seller shall cease collection of the administrative fee from Purchaser.

DELIVERY PERIOD: 5/1/2016 through 08/31/2017 (“Delivery Period”)

CONTRACT TERM: This Agreement begins on the date it has been executed by both Parties and, unless terminated earlier as provided for herein, ends on the 90th day after the date of the last delivery.

RACK: Yes No **DELIVERED:** Yes No **F.O.B.:** 5017 Ave I Rosenberg, TX 77471
9200 Bois D’Arc Lane, Fulshear, TX 77411

GALLONS: Net Gross **DELIVERY FEES:** Included Excluded

TAXES: Excluded **SUPERFUND:** N/A **ENVIRONMENTAL FEES:** Excluded

Prices exclude all taxes and fees. Purchaser is responsible for all applicable taxes and fees and Purchaser will be billed for all taxes and fees as a separate line item. Seller will not be responsible for any taxes or fees associated with any changes or modification in Purchaser’s tax status or tax rates. Purchaser acknowledges that taxes and fees are subject to change from time to time without notice and Purchaser shall be responsible for all taxes and fees including, without limitation, superfund fees, whether existing at the time of execution of this Agreement or subsequently imposed.

FREIGHT IF BILLED SEPARATELY: Purchaser will be billed at Seller’s freight cost without markup. Freight rates are based on full transport loads of 7500 gallons minimum for diesel fuel and 8500 gallons minimum for gasoline. Prices per gallon will be adjusted as appropriate in cases where transport loads are less than the minimum gallon loads identified in this paragraph. In these cases, Purchaser will be billed the adjusted freight rate per gallon times the number of gross gallons received.

DELIVERY ADDRESS: 5017Ave I Rosenberg, TX 77471; 9000 Bois D’Arc Lane, Fulshear, TX 77411

PURCHASER'S CREDIT TERMS: All payments shall be made in United States dollars.

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. **RATABLE USAGE.** During the Delivery Period of this Agreement, Purchaser shall use commercially reasonable efforts to lift each Product at each delivery point in accordance with the volume agreed upon above and in accordance with the Ratable Schedule as set forth in Exhibit A attached hereto and by this reference made a part hereof. Notwithstanding the forgoing, Purchaser shall be considered in compliance with the schedule set forth in Exhibit A, if Purchaser lifts and/or takes delivery of at least seventy-five percent (75%) of scheduled gallons of each product for each month of the Delivery Period, provided that by August 31, 2017, Purchaser has taken delivery and/or lifted the total gallons of each product as set forth above and on Exhibit A. If Purchaser purchases more gallons during the Delivery Period than the total number of contracted gallons, the additional gallons will be priced at a rate negotiated prior to delivery.

2A. **SCHEDULED DELIVERIES.** Purchaser shall notify Seller of the date on which a delivery is to be made and the number of gallons to be delivered. In the event Purchaser fails to take a scheduled delivery of any portion of the Product during the Delivery Period, through no fault of Seller, and does not take delivery within five (5) days of the scheduled date: (i) Purchaser agrees to immediately pay to Seller the positive amount, if any, resulting from the price for the Product set forth in the Agreement minus the then current market price for the Product for the undelivered quantity of Product; and (ii) Seller agrees to immediately pay to Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product. If Seller fails to make a scheduled delivery of any portion of the Product to Purchaser during the Delivery Period, through no fault of Purchaser, and does not make delivery within five (5) days of the scheduled date, Seller agrees to immediately pay Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product.

2B. **ACCOUNT RECONCILIATION.** No later than 60 days after the date of the last delivery under this Agreement, Seller shall provide Purchaser with an account reconciliation showing the number of contracted gallons (as reflected in the Schedule) that Purchaser has not lifted or Seller has not delivered, if any, that have not been accounted and paid for as set forth in Section 2A. Any unused or undelivered contracted gallons will be billed to Purchaser if there is a loss, and credited to Purchaser if there is a gain, as determined using then current market prices. Upon request, Seller shall provide to Purchaser documentation supporting the calculation of any amounts to be credited or paid under Section 2A or this Section 2B.

3. **PAYMENT TERMS.** All invoices are payable 45 days from date of delivery of the Product. Payment may be made by check, warrant or electronically using a method agreed to by the Parties. All undisputed amounts not paid by the 46th day after the date of delivery of the Product shall bear interest at the rate provided for in Section 2251.025 of the Texas Government Code and shall be payable with all costs of collection, including, without limitation, Seller's attorneys' fees. If Purchaser disputes an invoice, it shall pay the undisputed portion and shall provide Seller with an explanation of the dispute. Upon resolution of the dispute, any amount subsequently found to be owed to Seller shall be paid by Purchaser with interest at the rate provided for in Section 2251.025 within five (5) business days of resolution of the dispute.

4. **DEFAULT AND REMEDIES.** For purposes of this Agreement, a default by a Party means (i) the making of any materially false or inaccurate representation in this Agreement which the Party does not cure after at least ten (10) business days written notice; (ii) the failure to materially observe or comply with any provision or covenant in this Agreement which the Party does not cure after at least ten (10) business days written notice; or (iii) a repeated failure (defined to be 4 or more times) to make or accept a scheduled delivery of the Product. In the event of a Party's default, the non-defaulting Party may terminate this Agreement by providing at least ten (10) days written notice of its intent to terminate and may seek all legal and equitable remedies permitted by law including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code as modified hereby. The non-defaulting Party may also seek its attorneys' fees, costs and expenses incurred in connection with the other Party's default. In addition, in the event any undisputed invoice is not paid when due, Seller, at its option, may suspend or condition further delivery of the Product, provided that Seller gives Purchaser written notice advising that Seller has not received payment and intends to suspend or condition further delivery as a result of such nonpayment, and Seller

fails to pay the amount due on or before the ninth (9th) day after such notice is given, in which event all undisputed and past due balances shall become immediately due and payable. Each Party shall have the obligation to take commercially reasonable action to mitigate its damages. Upon the occurrence of any default, the non-defaulting Party may set off against the indebtedness any amounts owing by the non-defaulting Party to the defaulting Party, whether or not those amounts are immediately payable. The Parties agree that neither the TASB Energy Cooperative nor its administrator, the Texas Association of School Boards, Inc., shall in any way be liable to either Party for a Party's default, performance or nonperformance under this Agreement.

5. **SELECTION OF PRODUCTS.** Determination of the suitability of any Product for the contemplated use is the sole responsibility of Purchaser and no liability shall be imposed upon Seller in connection therewith. Purchaser agrees to assume all risk and liability for, and, to the extent permitted by law, indemnify and hold Seller harmless against, any and all loss, damage, or injury to persons or property, of Purchaser or others, arising out of the ownership, use, custody, control, or disposition of the Product by Purchaser, Purchaser's agents or employees, or by any third parties under Purchaser's control.

6. **RISK OF LOSS AND TITLE.** Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.

7. **DISCLAIMER OF WARRANTIES.** Seller warrants that the Product delivered to Purchaser will conform to the description on the first page of this Agreement (and related specifications). This is Seller's sole warranty regarding the quality of the Product. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY ITEMS PURCHASED OR SERVICES SUPPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND SPECIFICALLY EXCLUDED.**

8. **LIMITATION OF LIABILITY. UNLESS AN EXPRESS REMEDY IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF EACH PARTY TO THE OTHER PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES. TO THE EXTENT PERMITTED BY LAW WITHOUT THE CREATION OF A SINKING FUND, PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OR LIABILITY ARISING FROM USE OF THE PRODUCT BY PURCHASER, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.** Further, to the extent permitted by law, neither Party shall be liable to the other Party for damages, whether arising from performance of obligations under this Agreement, tort (including negligence), or otherwise for loss of anticipated profits, loss by reasons of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage.

9. **DEFECTS.** Purchaser shall, within thirty (30) days after delivery of the Product, notify Seller of any alleged defect in the Product, or the failure of the Product to conform to any specifications. If, following such Notice, Seller and Purchaser agree that there exists such a defect or failure to conform due to the fault of Seller, then, at Seller's option, (i) the defective Product shall be returned, at Seller's expense, to Seller, properly safeguarded against normal transit hazards as Seller may require, for replacement by Seller, or (ii) Purchaser and Seller shall negotiate an agreed amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Purchaser's failure to notify Seller of any such claimed defect or failure to conform within the thirty (30) day period shall constitute Purchaser's complete waiver of any such claim with respect to defects or nonconformance, and Purchaser's release and covenant not to sue Seller with respect to such claim.

10. **JURY TRIAL.** [Intentionally deleted]

11. **ACCEPTANCE.** Acceptance of delivery of the Product shall constitute irrefutable evidence of Purchaser's agreement to the terms and conditions contained in this Agreement.

12. **AUTHORITY.** No agent, employee, or representative of Seller or Purchaser has any authority to bind either Party to any affirmation, representation, or warranty concerning the Product or this Agreement unless an

affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing in these terms and conditions or as an amendment thereto.

13. **NOTICE.** Any notice, designation, consent, delivery, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement (“Notice” or in the verb form “Notify”) shall be in writing. Any action required under this Agreement that is a term within the definition of “Notice” also shall be in writing. All notices required in this Agreement shall be deemed effective if made in writing and delivered to the recipient’s address listed on the first page of this Agreement by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, or (iv) overnight courier service. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

14. **INTERPRETATION, MODIFICATION AND ADDITIONAL TERMS.** Seller and Purchaser as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement intend the terms and conditions contained in this Agreement. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of these terms and conditions, even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. These terms and conditions can be modified or rescinded only by a writing signed by duly authorized agents of both Seller and Purchaser. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Party’s purchase order, acknowledgement form, confirmation, or other document issued by a Party which conflict with these terms and conditions or increase either Party’s obligations hereunder, are rejected and shall not be binding upon the Parties unless specifically identified and accepted in writing by a duly authorized agent of both Parties.

15. **DELEGATIONS AND ASSIGNMENT.** No delegation of any obligation owed by a Party, or of the performance of any obligation by a Party, shall be made without the written consent of the other Party. A Party may not assign its rights and obligations under this Agreement without the other Party’s written consent, which shall not be unreasonably withheld. Any delegation or assignment without the other Party’s written consent is void.

16. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

17. **TAXES.** Purchaser represents that it is a local governmental entity that is exempt from sales, excise and usage taxes. Purchaser shall pay all federal, state, or local taxes or charges relating to the sale, delivery, or use of the Product from which it is not exempt. Purchaser shall be responsible for all taxes whether existing at the time of execution of this Agreement or subsequently imposed. In instances where Purchaser asserts exempt status from such taxes, Seller is under no obligation to verify such status and Purchaser shall indemnify Seller pursuant to paragraph 8 in the event that it is determined that Purchaser is or was not exempt from such taxes.

18. **APPLICABLE LAW AND VENUE.** This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Texas. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Texas or Federal courts having subject matter jurisdiction and located in the county of Purchaser.

19. **RESPONSIBILITY TO WARN AND REPORT.** At and after title passes to Purchaser, Purchaser assumes all responsibility for warning Purchaser’s personnel and any third parties on the premises of all hazards to persons and property. Purchaser also assumes the responsibility to warn and protect Purchaser’s employees and others exposed to the hazards posed by Purchaser’s storage and use of the Product. It is the responsibility of both Parties to comply with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA, also known as Title 111 of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 111)) resulting from the presence of the chemicals supplied under this Agreement.

20. **FORCE MAJEURE.** If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation affecting all companies similar to Seller, either Party (“Claiming Party”), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages for failure to so comply.

21. **INSURANCE.** Seller shall, at its expense, maintain in full force during the term of this Agreement, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than Three Hundred Thousand dollars (\$300,000), insuring Purchaser against all liability arising out of the execution of this Agreement.

22. MISCELLANEOUS.

22.1 **Binding Agreement.** Subject to Section 15, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.

22.2 **Invalid Provision/Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

22.3 **Amendments.** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.

22.4 **Attorneys’ Fees.** In the event of any litigation regarding the construction, enforcement, or validity of this Agreement, in addition to any other relief, the prevailing Party shall be entitled to recover its reasonable costs incurred, including attorneys’ fees.

22.5 **Rule of Construction.** The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document’s maker or drafter shall not apply to this Agreement.

22.6 **Headings.** The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.

22.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

22.8 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

22.9 **Time of Essence.** Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.

22.10 **Computation of Time.** In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

22.11 **Authority to Sign.** Each person signing this Agreement in a representative capacity on behalf of a Party warrants and represents to each other Party that (i) he has the actual authority and power to so sign, and to bind his principal to the provisions of this Agreement, and (ii) all entity action necessary for the making of this Agreement has been duly taken. Either Party represents and warrants to the other Party that it has complied with all rules, regulations and laws relating to its authority to execute and perform the obligations under this Agreement.

22.12 **Execution By Facsimile.** The Parties agree that they may transmit this Agreement for execution by electronic facsimile transmission. The Parties intend that facsimile or imaged signatures on this Agreement shall be deemed an original and be binding on them. However, if a Notice is transmitted by facsimile, the Notice shall not

be deemed given in accordance with paragraph 13.

22.13 **Non-Appropriation.** Seller acknowledges that Purchaser is a governmental entity and that Purchaser's ability to perform its obligations under this Agreement is dependent upon the appropriation of public funds. The Parties agree that if the delivery period specified by Purchaser extends beyond Purchaser's then current fiscal year into its following fiscal year and (i) Purchaser does not appropriate sufficient funds for Purchaser's fiscal year that follows the initial fiscal year to continue the purchase of the total quantity of Product covered by this Agreement, and (ii) otherwise has no legally available funds for the purchase of the Product, this Agreement will terminate. Purchaser shall not be obligated to make contract payments beyond the amounts appropriated. However, if any funds are appropriated for Product costs, such funds shall be applied first to the cost of Product to be provided pursuant to this Agreement and any such funds shall not be used to pay for Product from any other vendor. Purchaser agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date under this Section, Seller shall have no further duty to supply Product to Purchaser.

22.14 **Support.** Seller shall maintain a telephone contact for customer service support for Purchaser. Purchaser may call 1-800-348-3605 for customer support and Seller shall notify Purchaser of any new customer support telephone number.

22.15. **Survival.** Expiration of this Agreement or termination by either party shall not affect the rights and obligations of the parties that accrued prior to expiration or the effective date of the termination. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.

22.16. **Immunity.** No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

Purchaser

Seller

By (Name/Title – please print)

Account Executive's Signature

Authorized Signature
(Signer authorized to bind Purchaser to this Agreement)

Approved by Corporate Officer

Date

Date

**CONSIDER APPROVAL OF ENGINEER RANKING FOR THE FOSTER HIGH SCHOOL
WATER PLANT UPGRADES, HVAC CONTROLS AND OTHER BOND PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the ranking of engineers and authorize the Superintendent to begin contract negotiations for engineering services for the Foster High School water plant upgrades, HVAC controls and other Bond Projects.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the Foster High School water plant upgrades and HVAC web-based control upgrades. A request for qualifications for engineering services was issued in January 2016.

Procurement for architect or engineer services is prescribed by law in Texas Government Code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications.

Qualification packages were received on February 2, 2016. Firms identified which projects they were proposing on and have been ranked according to their qualifications and proposed project preferences. The evaluation of the firms by the review team resulted in the following ranking:

Water Plant Upgrades, HVAC Controls and Other Bond Projects

1. KCI Technologies, Inc.
2. Infrastructure Associates, Inc.
3. VoltAir Consulting Engineers – Texas LLC

HVAC Controls and Other Bond Projects

1. Estes, McClure & Associates, Inc. (EMA)
2. DBR Engineering Consultants, Inc.

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firms. Should negotiations fail, the firm will be notified in writing and negotiations will begin with the next ranked firm.

If other projects requiring engineering design services are initiated, the top ranked firms could be awarded that work.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District 2014 Bond Program
 Engineer Evaluation Criteria
 RFQ #10-2016VRG**

Water Plant Upgrades, HVAC Controls and Other Additional Bond Projects

Rank	Sum Total Points	Engineers	Average Score
1	228	KCI (Water/HVAC)	76
2	210	Infrastructure (Water/HVAC)	70
3	181	VoltAir (Water/HVAC)	61

HVAC Controls and Other Additional Bond Projects

Rank	Sum Total Points	Engineers	Average Score
1	254	EMA (HVAC)	85
2	224	DBR (HVAC)	75

Lamar Consolidated Independent School District 2014 Bond Program
Engineer Evaluation Criteria
RFQ #10-2016VRG

Project Type: _____

- Foster HS Water Plant Upgrade
- HVAC Web-Based Controls
- Other Additional Bond Projects

Date: _____

Firm Evaluated: _____

Evaluator: _____

	Evaluation Criteria	Point System	Items to consider when evaluating:	Total Points this item	Comments
1	Response to RFQ – Adequacy of response to the RFQ or presentation of Statement of Qualifications as it relates to the needs of Lamar Consolidated ISD 2014 Bond Program.	10	Are all questions asked by the RFQ addressed? Quality of answers. General appearance of submittal. Excellent - 10 points, Good 5 points, Fair 3 points		
2	Past relevant performance of the Engineer – Review of past positive performance serving as Engineer for other school districts (preferred) or government entities.	25	Examples of past relevant experience. Is there enough information on the projects to get a feel for how they worked with the client? Excellent - 25 points - at least 5 similar projects, Good - 15 points - at least 3 similar projects, Fair - 10 points - at least 1 similar project		
3	Firm's proposed personnel/team certifications and qualifications – Relevant qualifications and experience of the firm and personnel assigned for the performance of Engineering services, including major Consultants proposed. A review of resumes, credentials and other qualifications supporting the accomplishment of program/project standards will be assessed.	30	Qualifications of proposed personnel. Evidence of good performance? Excellent - 30 points - proposed personnel have identical project experience, Good - 20 points - proposed personnel have similar project experience, Fair - 12 points - proposed personnel have minimal experience		
4	Components of Design Approach – Design approach as it relates to the needs of the district and specific projects the firm wants to be considered for.	25	Is design process collaborative? How do they find out what the client needs? Do they have good examples of the type of project they wish to be considered for? Excellent- 20 points, Good 15 points, Fair 10 points		
5	Complete Forms – Completion of all required forms, including Form 1295 and confirmation of timely submission to the Texas Ethics Commission	10	All forms are filled out properly and signed: Attachment A: Non-collusion certification Attachment B: Certificate of Residency Attachment C: Felony Conviction Notice Attachment D: Conflict of Interest Attachment E: Certificate Regarding Lobbying Attachment F: Vendor Debarment Attachment G: Contractor Certification Attachment H: Qualification Submission Form Tx Ethics Form 1295 Notarized Excellent 10 points, Good 5 points, Fair 3 points		
	TOTAL	100 POINTS TOTAL		0	

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**CONSIDER APPROVAL OF CENTERPOINT ENERGY
ELECTRICAL DEVELOPMENT FEES FOR ELEMENTARY #24**

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy's electrical development fees for Elementary #24 in the amount of \$3,403 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

CenterPoint Energy is the electrical service provider that the District must contract directly with for the installation of electrical service. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

CenterPoint Energy will install overhead and underground electrical lines, including the transformer for Elementary #24.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____
Lamar Consolidated ISD _____, herein
called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called
"Company" (hereinafter referred to as Agreement) for the construction, extension, installation,
modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's
Delivery System, including temporary facilities (hereinafter referred to as facilities extension or
extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
9910 FM 359

The Company agrees to accept payment of \$3403.00 Dollars
to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection
with the Retail Customer request to extend Company facilities to the above described location as
follows: _____

This payment represents the full cost of standard and non-standard service (2 extra
poles) per the Terms and Conditions - Underground Electric Service, Job #75733194
dated 11/9/2015, attached and executed by Kevin McKeever 12/4/2015 on behalf of
Lamar CISD.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

**TERMS & CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Elementary School #24
9910 FM 359, Richmond, Texas 77406**

Job #75733194

**CenterPoint Energy
Major Underground Engineering
P. O. Box 1700; Houston, Texas 77251-1700**

REFERENCE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DRAWINGS:

Site Plan	Drawing #:	<u>15156-CX</u>	Received:	<u>September 14, 2015</u>
Electrical One-Line	Drawing #:	<u>E-005</u>	Received:	<u>September 14, 2015</u>
Load Analysis	Drawing #:	<u>E-005</u>	Received:	<u>September 14, 2015</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	February 10, 2015
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____

Signature	Title	Date
-----------	-------	------

Print Name

If this Terms & Conditions package is signed by anyone other than an official from **Lamar Consolidated Independent School District**, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

						CenterPoint Energy Houston, Texas		
						WRITTEN	FD	11/9/2015
						CHECKED	AAO <i>[Signature]</i>	11/9/2015
						APPROVED	AAO	11/9/2015
						SHEET 1 OF 15 SHEETS		
NO.	DATE	ITEMS REVISED	BY	CH	APP	PM 3588		

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated Independent School District. Lamar Consolidated Independent School District and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 750 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Engineering (MUG) representative is Frank De Leon at 713-207-4941 or frank.deleon@centerpointenergy.com.

The CNP Service Area Consultant is Gabriel I Gonzalez at 281-341-4908.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set.** CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 16,957 amperes symmetrical, with an X/R ratio of 8.0.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (attached). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Engineering at (713) 207-6229. Job # 75733194 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

DUCTBANK INSTALLATION (continued)

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen (15) feet above mean sea level or one (1) foot above the documented 100 year floodplain, whichever is greater. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Engineering Representative for approval.

SERVICE EQUIPMENT VENTILATION REQUIREMENT

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvering to the MUG Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

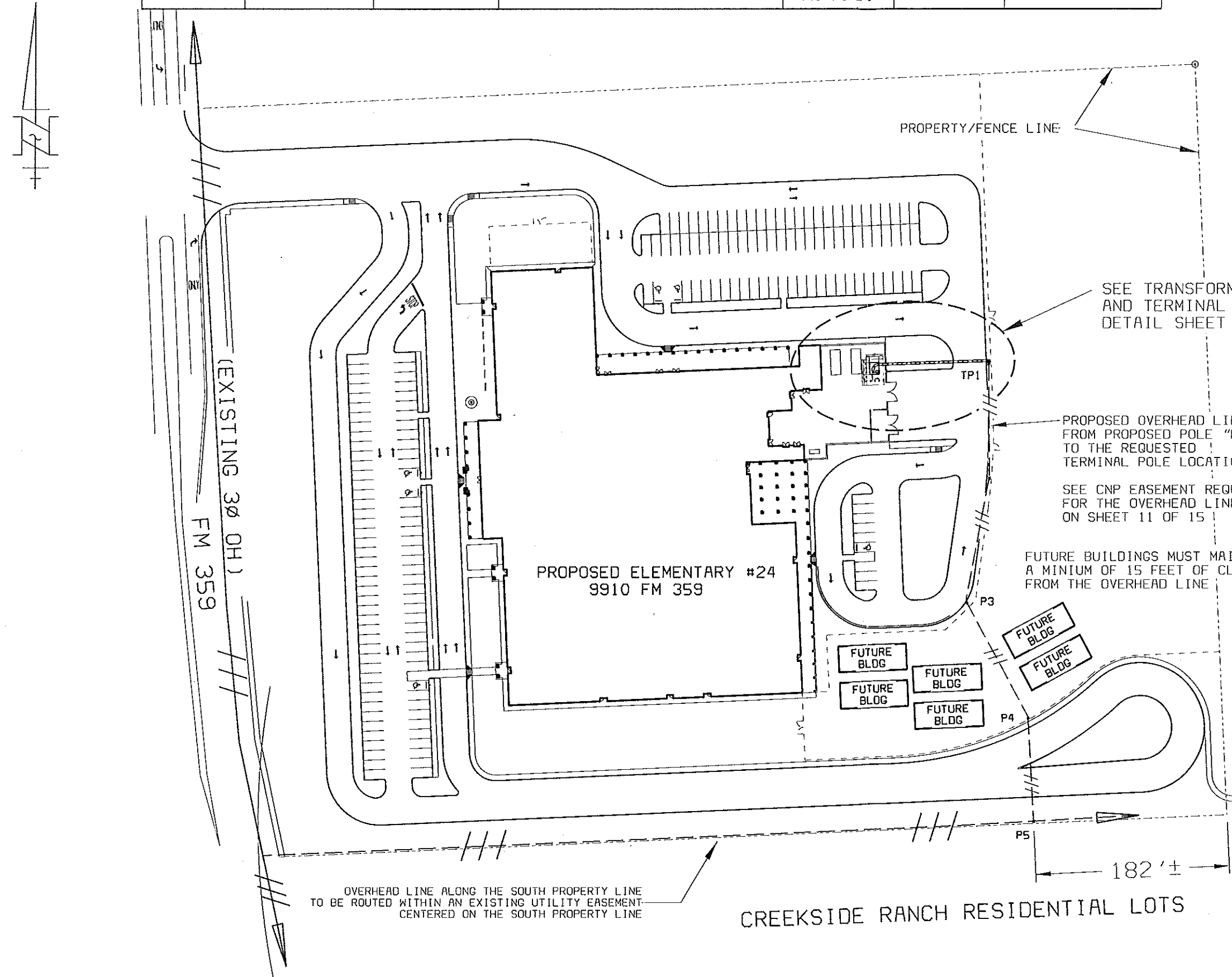
RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *(See Governmental Entity Addendum if applicable.)*

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4253	D2	524S		N. T. S.	BV42	

GENERAL LOCATION SKETCH

LAMAR CONSOLIDATED ISD (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



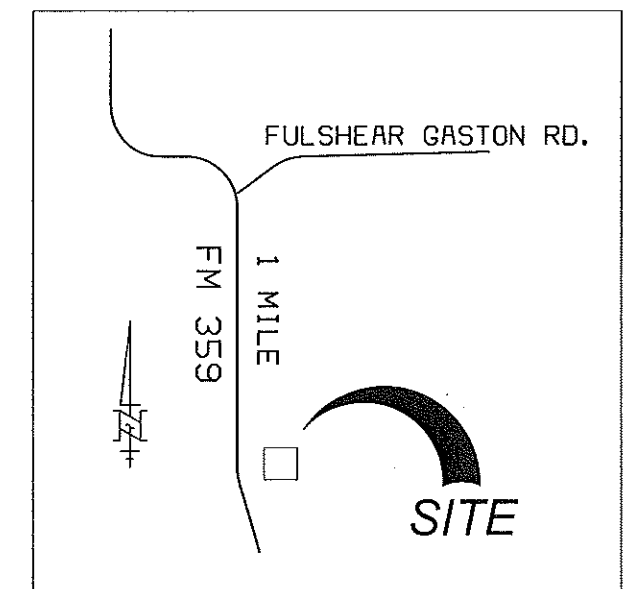
SEE TRANSFORMER PAD AND TERMINAL POLE DETAIL SHEET 10 OF 15

PROPOSED OVERHEAD LINE FROM PROPOSED POLE "P5" TO THE REQUESTED TERMINAL POLE LOCATION "TP1"

SEE CNP EASEMENT REQUIREMENTS FOR THE OVERHEAD LINE ON SHEET 11 OF 15

FUTURE BUILDINGS MUST MAINTAIN A MINIMUM OF 15 FEET OF CLEARANCE FROM THE OVERHEAD LINE

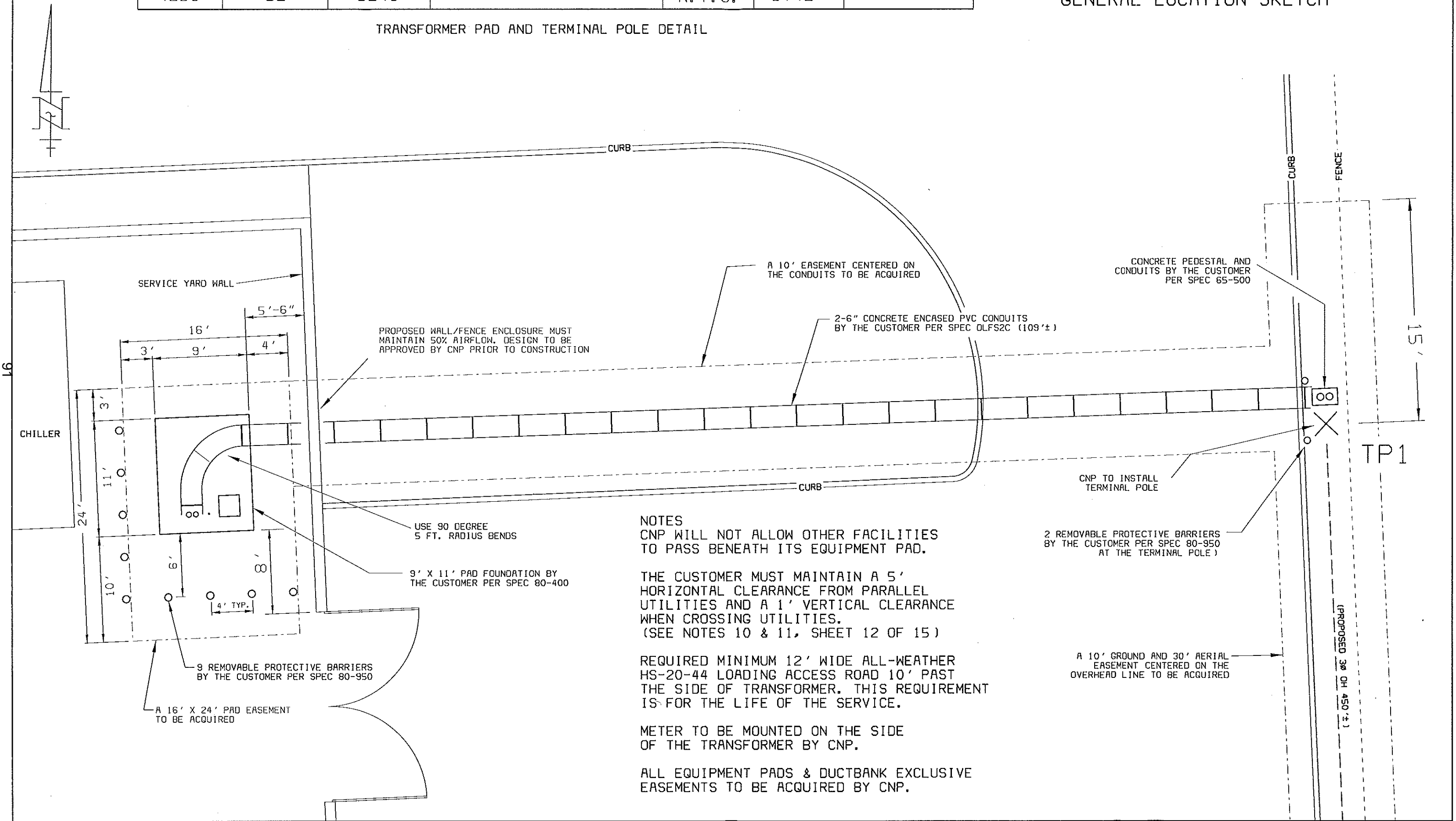
VICINITY MAP



LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4253	D2	524S		N. T. S.	BV42	

GENERAL LOCATION SKETCH

TRANSFORMER PAD AND TERMINAL POLE DETAIL



NOTES
 CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.
 THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 12 OF 15)
 REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.
 METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.
 ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

(PROPOSED 3# OH 450'±)

GENERAL LOCATION SKETCH

ORDER NO.

CIRCUIT

SCALE

FUNCTIONAL LOCATION

KEY MAP

SECTION

LAMBERT

4253

D2

524S

N.T.S.

BV42

ORDER NO.

TERMINAL POLE DETAIL (CONTINUED)

CONCRETE PEDESTAL AND
CONDUITS BY THE CUSTOMER
PER SPEC 65-500

TP1

CNP TO INSTALL
TERMINAL POLE

(PROPOSED 3Ø OH)

P2

CNP TO INSTALL POLE

A 10' GROUND AND 30'
AERIAL EASEMENT TO BE
ACQUIRED, CENTERED ON
THE PROPOSED OVERHEAD
LINE EXTENSION FROM
POLE "P5" TO POLE
"TP1"

FENCE LINE

P3

CNP TO INSTALL POLE

FUTURE BUILDINGS MUST
MAINTAIN A MINIMUM
15 FEET OF CLEARANCE
FROM THE OVERHEAD LINE

FUTURE
BLDG

FUTURE
BLDG

FUTURE
BLDG

FUTURE
BLDG

FENCE LINE

CNP TO INSTALL POLE

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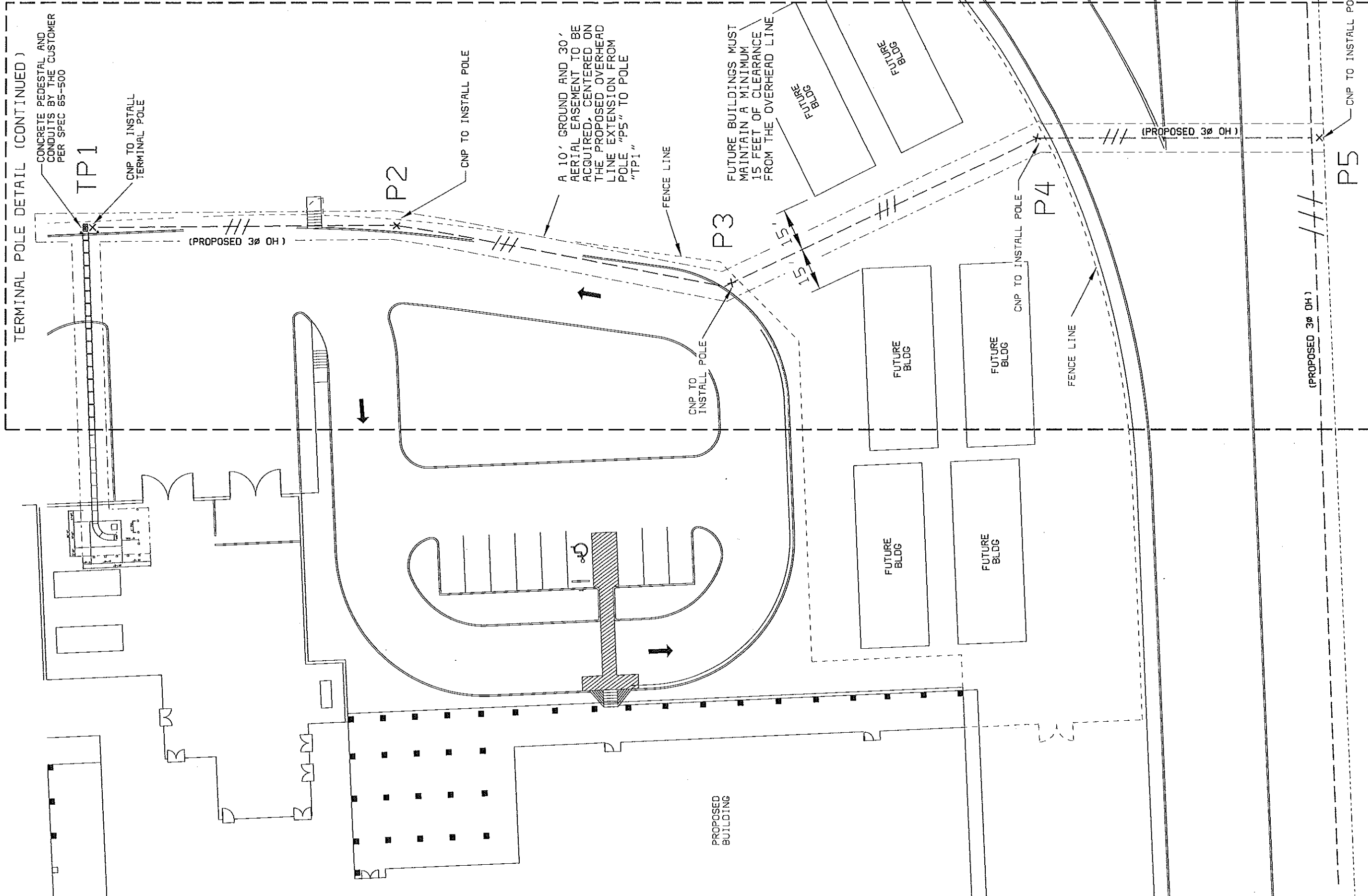
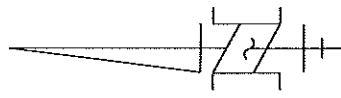
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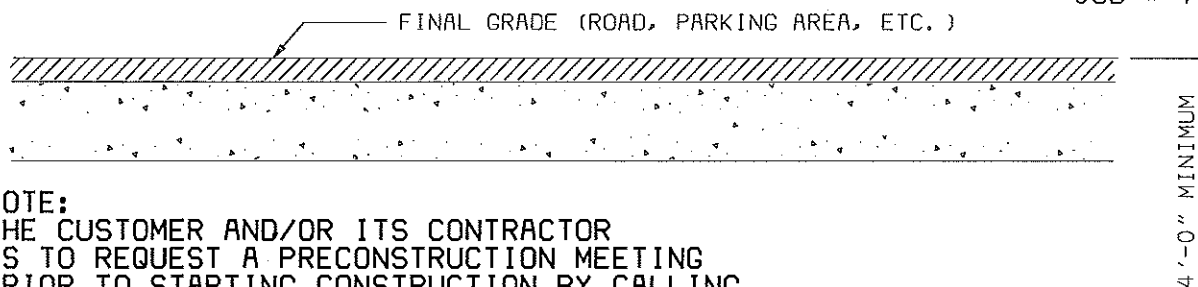
(PROPOSED 3Ø OH)

(PROPOSED 3Ø OH)

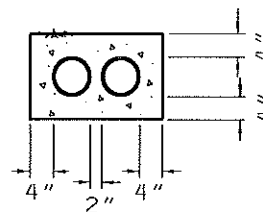
P5

CNP TO INSTALL POLE

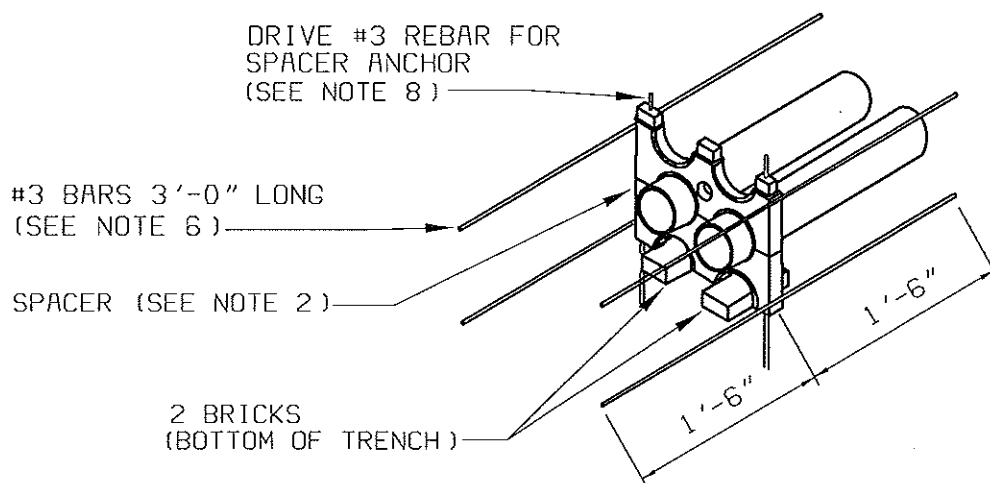




NOTE:
THE CUSTOMER AND/OR ITS CONTRACTOR
IS TO REQUEST A PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION BY CALLING
(713) 207-6229.



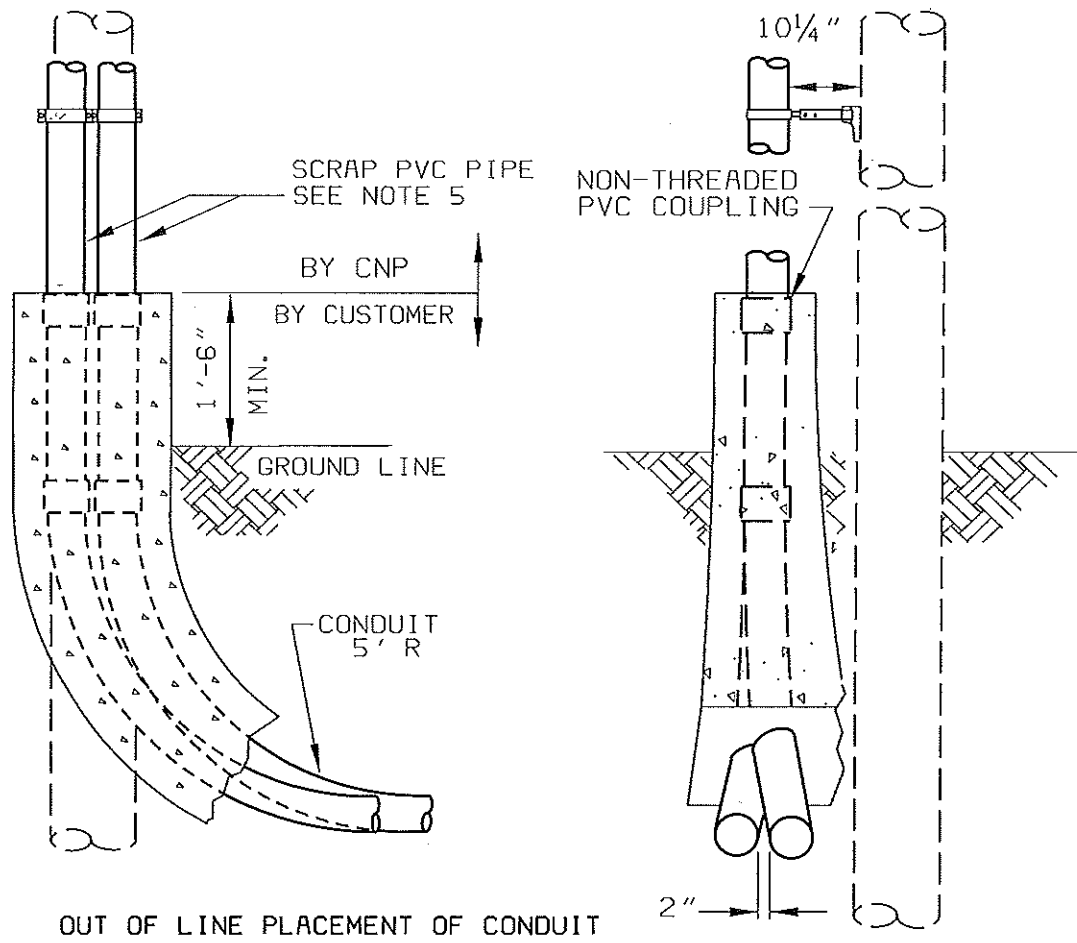
2 - 6"
CONDUITS



NOTES:

1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER



OUT OF LINE PLACEMENT OF CONDUIT

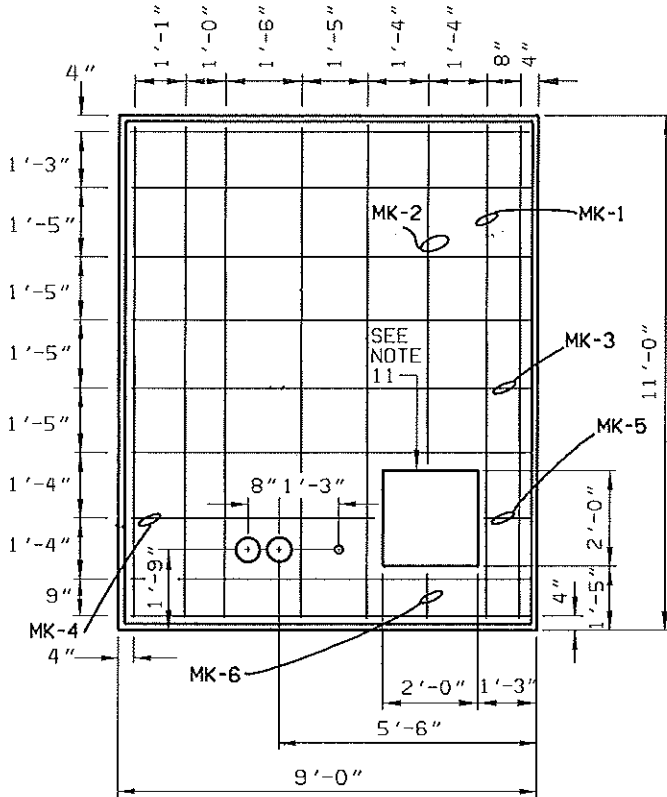
NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, BUT DO NOT GLUE, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

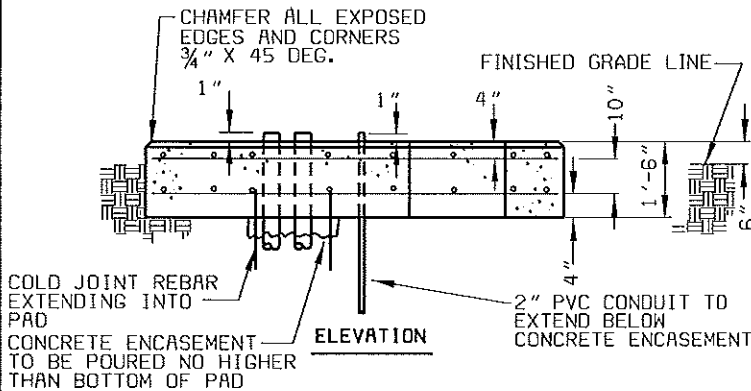
TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV

BASED ON DISTRIBUTION STANDARD 65-500

030488/090607



PLAN



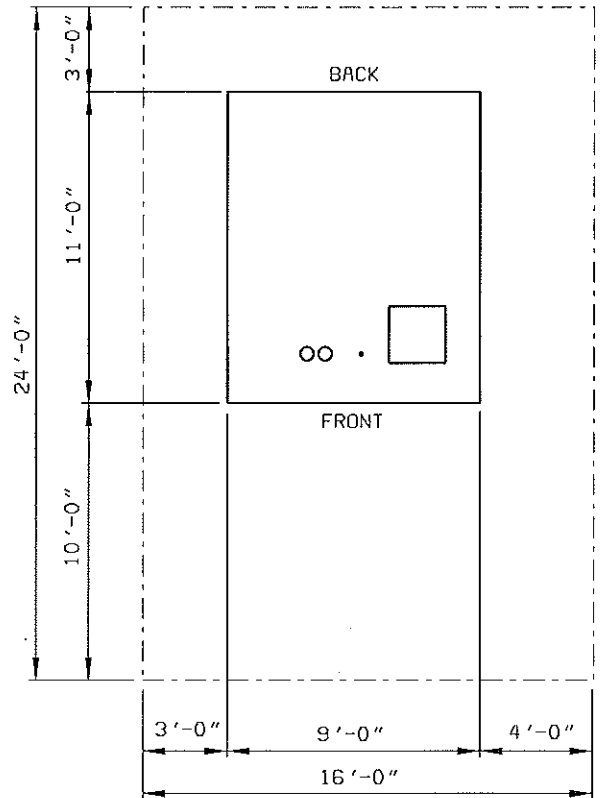
ELEVATION

NOTES:

1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
10. SLOPE PAD 1" FRONT TO BACK.
11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT

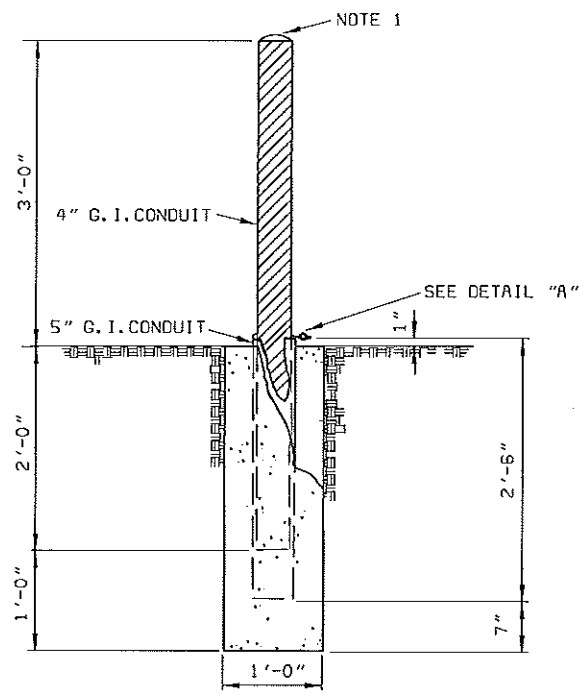


MINIMUM EASEMENT REQUIREMENTS

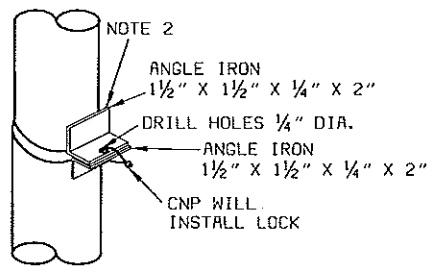
EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM

500-5000 KVA PMT
FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400

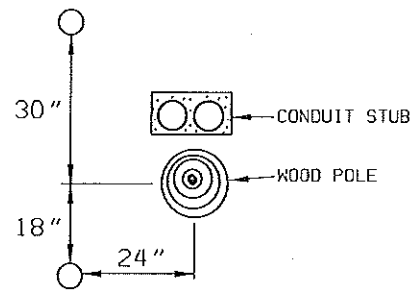


**PROTECTIVE BARRIER
(REMOVABLE)**



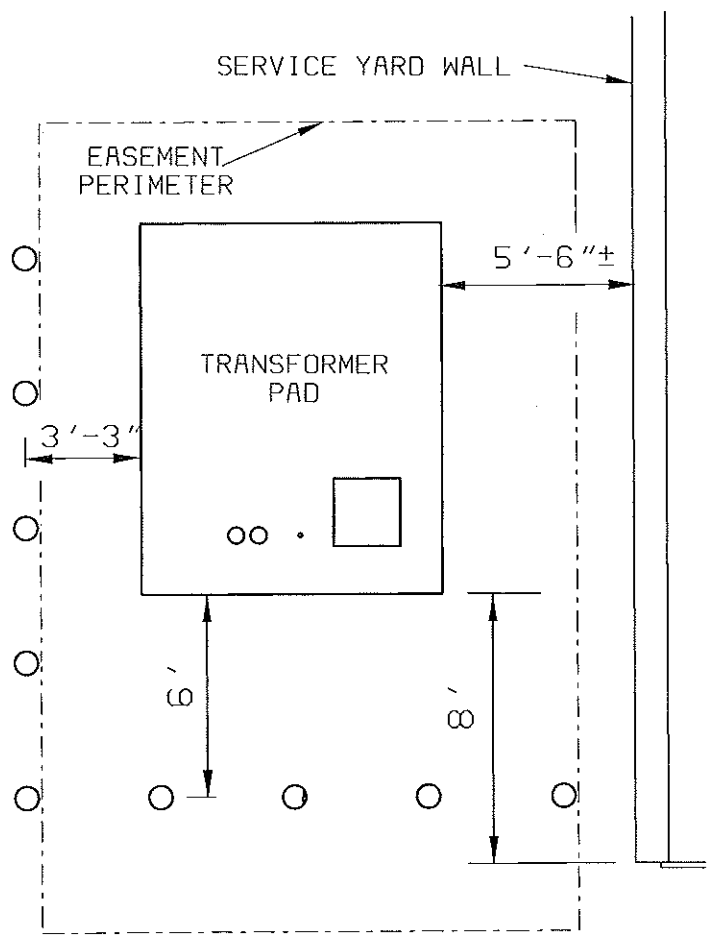
DETAIL "A"

APPROXIMATELY
4' CENTERS
AS SPECIFIED
ON SKETCH



**TERMINAL POLE PROTECTIVE
BARRIER PLACEMENT**

INSTALL TWO (2) REMOVABLE
POST BARRIERS AT THE
TERMINAL POLE LOCATION



INSTALL NINE (3) REMOVABLE
POST BARRIERS ON 4 FOOT
CENTERS AT THE
TRANSFORMER PAD LOCATION

**PROTECTIVE BARRIER
(REMOVABLE)**

BASED ON DISTRIBUTION STANDARD 80-950

NOTES:

1. 4" GALVANIZED IRON (G.I.) CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and Lamar Consolidated Independent School District ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of Elementary School #24, 9910 FM 359, Richmond, Texas 77406 ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **9910 FM 359, Richmond, Texas 77406**.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.
2. Customer as Governmental Entity. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be

null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF

THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 8 must be signed by an officer or other representative of that Party authorized to do so.

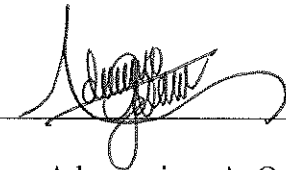
In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By:  _____

Name: Adewemimo A. Oyekenu, P. E.

Title: Lead Engineer

CUSTOMER:

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____

Name: _____

Title: _____

**CONSIDER APPROVAL OF CSP #20-2016VRG
FOR ELEMENTARY #25**

RECOMMENDATION:

That the Board of Trustees approve Drymalla Construction Company for the construction of Elementary #25 in the amount of \$18,095,600.

IMPACT/RATIONAL:

Competitive Sealed Proposal #20-2016VRG solicited proposals for the construction of Elementary #25. Proposals were received April 6, 2016, at 2:00 p.m. Having reviewed the weighted contractor evaluation criteria, Vanir-Rice & Gardner recommends the contract for construction be awarded to the highest ranked firm, Drymalla Construction Company. Elementary #25 is funded in the 2014 Bond Funds.

The amount of the recommended proposal is under the established construction budget.

PROGRAM DESCRIPTION:

Upon approval, Drymalla Construction Company will begin construction of Elementary #25.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com

April 12, 2016

VIA: E-Mail



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

RE: Lamar Consolidated ISD Elementary School #25
Lamar Consolidated Independent School District
Recommendation for Award of Construction Contract
PBK Project No.: 15268/LCISD CSP #20-2016VRG

Dear Mr. McKeever:

On Wednesday, April 6, 2016 Competitive Sealed Proposals were received by the Lamar Consolidated Independent School District Elementary School #25. A total of two (2) general contractors obtained construction documents and a total of two (2) general contractors submitted proposals.

A Selection Committee made up of district staff, Vanir-Rice & Gardner Joint Venture, and PBK began evaluating the proposals immediately, ranking each proposer on the selection criteria published in the Instructions to Proposers section of the Contract Documents. The selection committee considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts, architects and consultants.

Based on a thorough review of the submitted proposals, qualifications, references, and recommended alternates, PBK hereby recommends acceptance of the proposal outlined below for Lamar Consolidated Independent School District Elementary School #25 as submitted by Drymalla Construction Company, Inc.

Base Proposal	\$16,577,000.00
Alternate No. 1a: Automated Logic Controls	(\$103,000.00)
Alternate No. 2c: JCI/York	\$297,000.00
Alternate No. 3a: UVC Emitters	\$32,800.00
Alternate No. 5b: Hollow Core Planks	\$1,216,000.00
Alternate No. 6: Special Needs Drop Off	\$75,800.00
Total Recommended Contract Amount	\$18,095,600.00

We have had extensive experience with Drymalla Construction Company on numerous projects in the Houston area and Lamar Consolidated. Drymalla Construction Company was also the Construction Manager and General Contractor for Churchill Fulshear Jr. High School and Dean Leaman Junior High School, Polly Ryon Middle School, Judge James C. Adolphus Elementary School and John M. Arredondo Elementary School. We are very confident that Drymalla Construction Company, Inc. is well qualified to successfully execute the requirements of this contract. We look

Mr. Kevin McKeever
April 12, 2016
Page 2 of 2

forward to a successful construction phase for this project with your staff, Vanir-Rice & Gardner Joint Venture and Drymalla Construction Company, Inc.

We would like to express our sincere thanks to you, the Board of Trustees, Dr. Randle and all of the Lamar Consolidated Independent School District staff for your assistance during the planning phase of this project. If you have any questions concerning this issue or our recommendation, please do not hesitate to contact us.

Sincerely,
PBK, Inc.

A handwritten signature in black ink, appearing to read "Rick Blan", with a long horizontal stroke extending to the right.

Rick Blan, AIA, LEED AP
Partner

cc: Steve Hoyt, Vanir-Rice & Gardner Joint Venture
Mike Woods, Vanir-Rice & Gardner Joint Venture
Betty Chapman, PBK
Lorin Y. Pargoud, PBK
File 4C

**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY CODE COMPLIANCE
REVIEW FOR ELEMENTARY SCHOOL #25**

RECOMMENDATION:

That the Board of Trustees approve American Construction Investigations, Ltd. (ACI) proposal for Building Code Compliance Review for Elementary #25 in the amount of \$11,250 and authorize the Board President to execute the attached agreement.

IMPACT/RATIONAL:

Code Compliance Review is a professional service that the District must contract directly. These funds are allocated from within the 2014 Bond Funds.

PROGRAM DESCRIPTION:

Code Compliance Review is required by Texas Education Agency. The review consists of a general review of the plans and specifications for compliance with the 2012 International Building Code.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.



602 SAWYER STREET, SUITE 200, HOUSTON, TEXAS 77007-7510
(713) 864-8494 FAX: (713) 864-8495

April 6, 2016

Mr. Mike G. Woods A.I.A.
Senior Project Manager
Vanir|Rice & Gardner, A Joint Venture
Lamar CISD Office
4907 Avenue I
Rosenberg, TX 77471

Re: Building Code Plan Review for Lamar CISD Elementary 25

Dear Mr. Woods:

We are pleased to offer Vanir|Rice & Gardner (Client) this proposal for a Building Code Plan Review of the Lamar CISD Elementary 25, a new elementary school to be located in Fort Bend County, Texas.

This project consists of an approximately 92,324 gross SF one-story elementary school.

Building Code Review

The Total Plan Review is a general review of the plans and specifications of the proposed new construction with the 2012 Edition of the International Building Code only. Please provide us:

One (1) paper set AND one (1) set of pdf files of construction drawings and project manuals

In addition, please provide us with the soils investigation report, structural design calculations, and any other appropriate drawings and/or specifications, sealed and signed by the engineer, if required for our final review.

The plan review does not include any detail analysis of any of the buildings of whether or not the buildings are in compliance with any other building code, city ordinance, state or federal laws. Nor does this proposal include any inspections.

General Conditions

1. ACI will submit its review in a written report. Two copies of the report will be submitted.
2. ACI shall rely on the information furnished by the Client. The proposal is based upon having above all of the items noted above available for review.
3. Our proposal does not include:
 - a. Mechanical, electrical and plumbing code reviews.
 - b. 2009 International Energy Conservation Code (IECC) review.
4. Our proposal does not include any design solutions, cost estimates or drawings.
5. It is mutually agreed, in undertaking these proposed services, that ACI is assuming none of the responsibilities of the Architect-of-Record, nor is ACI assuming as a sub-contractor or otherwise on behalf of the Client, any of the responsibilities that the Client has undertaken through its contract with its client. The Client agrees that the limit of liability of ACI for any claim against it for services provided under this agreement shall be the sum of its fees pursuant to this agreement.

We propose to provide the above listed consulting services for a total fee of \$11,250.00

We expect the initial plan review to be completed in 2 weeks after receipt of all items requested and a notice to proceed. A follow-up review will be provided after the deficiencies are corrected on the contract documents. This proposal includes one follow-up revision. If this proposal meets with your approval, please indicate your acceptance by signing below.

Thank you for this opportunity. We look forward to working with you.

Sincerely yours,

AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.



Henry R. Hermis, Jr., AIA
ICC Certified Building Plans Examiner
#1017734-B3

APPROVED AND ACCEPTED

DATE

**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR THE CHURCHILL
FULSHEAR JR. HIGH AND DEAN LEAMAN JUNIOR HIGH COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve change order #1 in the amount of \$584,433 to the contract with Drymalla Construction Co., Inc. for the addition of booster pumps and repairs to the detention pond for the Churchill Fulshear High School and Dean Leaman Junior High School Complex and authorize the Board President to execute the attached change order document.

IMPACT/RATIONALE:

The current water pressure supplied to the complex does not meet the Fort Bend County Fire Marshall's Office requirements to occupy the building. Therefore booster pumps for each school must be added to insure flow to all areas that the fire sprinkler system covers. These pressure requirements must be met in order to receive a Certificate of Occupancy to open the facility. These pumps will also insure proper operation of all systems.

The detention pond is experiencing some issues due to some unknown soil conditions. Additional stabilization needs to occur to repair the damage that has occurred. The funds to cover this change order are covered within the 2011 Churchill Fulshear Jr. High and Dean Leaman Junior High bond project funds.

PROGRAM DESCRIPTION:

Upon approval the contract with Drymalla Construction Co., Inc. will be increased by \$584,433 for the addition of booster pumps and repairs to the detention pond.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (<i>Name and address</i>):	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
Churchill Fulshear Jr. High School	DATE: April 8, 2016	ARCHITECT: <input checked="" type="checkbox"/>
9302 Bois D'Arc Lane		CONTRACTOR: <input checked="" type="checkbox"/>
Fulshear, Texas 77441		FIELD: <input type="checkbox"/>
TO CONTRACTOR (<i>Name and address</i>):	ARCHITECT'S PROJECT NUMBER: 13186	FILE: <input type="checkbox"/>
Drymalla Construction Company	CONTRACT DATE: February 11, 2014	
608 Harbert Street	CONTRACT FOR: General Construction	
Columbus, Texas 78934		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Water pumps required due to reduced water pressure supplied by municipality and repairs at existing and new detention pond due to unknown underground soil conditions.

The original Guaranteed Maximum Price was	\$ 107,208,336.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 107,208,336.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 584,433.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 107,792,769.00

The Contract Time will be unchanged by Zero (0) days. There shall be a 41-day extension for the pond scope of work only.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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.

PBK Architects, Inc.	Drymalla Construction Company	Lamar Consolidated Independent School District
ARCHITECT (<i>Firm name</i>)	CONTRACTOR (<i>Firm name</i>)	OWNER (<i>Firm name</i>)
11 Greenway Plaza, Suite 2210, Houston, Texas 77046	608 Harbert Street, Columbus, Texas 78934	3911 Avenue I, Rosenberg, Texas 77471
ADDRESS	ADDRESS	ADDRESS
BY (<i>Signature</i>)	BY (<i>Signature</i>)	BY (<i>Signature</i>)
Mr. Rick Blan, AIA Partner	Mr. Russell R. Klaus Vice President	Ms. Kathryn Kaminski Board President
(<i>Typed name</i>)	(<i>Typed name</i>)	(<i>Typed name</i>)
DATE	DATE	DATE

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR THE TERRY HIGH SCHOOL RUNNING TRACK RESURFACING
PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$6,515.00 and final payment of \$9,306.75 to Hellas Construction, Inc. for the Terry High School track resurfacing project.

IMPACT/RATIONALE:

Hellas Construction, Inc. was the contractor for the construction of the Terry High School track resurfacing project. Funding for this project came from the 2003 Bond Available Funds. Substantial completion was taken on February 2, 2016.

PROGRAM DESCRIPTION:

Upon approval, Hellas Construction, Inc. will be paid 100% for the construction of the Terry High School track resurfacing project.

Submitted by: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Director of Maintenance and Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA®

Document G701™ – 2001

Change Order

PROJECT *(Name and address):*
Lamar CISD B.F. Terry High School
Running Track Improvements

CHANGE ORDER NUMBER: 001
DATE: February 10, 2016

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR *(Name and address):*
Hellas Construction, Inc.
12710 Research Blvd, Ste 240
Austin, TX 78759

ARCHITECT'S PROJECT NUMBER: 15187SP
CONTRACT DATE: October 16, 2015
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Remaining Contingency Allowance to be credited back to Owner (\$ 6,515.00)

The original Contract Sum was	\$	192,650.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	192,650.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	6,515.00
The new Contract Sum including this Change Order will be	\$	186,135.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is January 31, 2016

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.

PBK Architects, Inc.
ARCHITECT *(Firm name)*
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
ADDRESS
(Signature)
TREY SCHNEIDER
(Typed name)
02/23/2016
DATE

Hellas Construction, Inc.
CONTRACTOR *(Firm name)*
12710 Research Blvd, Ste 240
Austin, TX 78759
ADDRESS
(Signature)
TOMMY MC DOUGAL
(Typed name)
Feb. 11, 2016
DATE

Lamar CISD
OWNER *(Firm name)*
3911 Avenue I
Rosenberg, TX 77471
ADDRESS
(Signature)
(Typed name)
DATE

Application and Certificate for Payment

TO OWNER: Lamar Consolidated ISD
3911 Avenue I
Rosenberg, TX 77471

PROJECT: B.F. Terry High School Running Track
5500 Avenue N
Rosenberg, TX 77471

FROM: Hellas Construction, Inc.
12710 Research Blvd
Suite 240
Austin, TX 78759

VIA ARCHITECT: PBK Sports
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
Mr. Trey Schneider

APPLICATION NO: 004- Retention
PERIOD TO: January 31, 2016

CONTRACT FOR: General Construction

CONTRACT DATE: October 16, 2015

PROJECT NOS: 15187SP / 02-2016ML / 20150314

Distribution to: OWNER: X
ARCHITECT: CONTRACTOR: X
FIELD: ENGINEER: X

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 192,650.00
2. NET CHANGE BY CHANGE ORDERS \$ -6,515.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 186,135.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 186,135.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 186,135.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 176,828.25
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 9,306.75
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	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 6,515.00
TOTALS	\$ 0.00	\$ 6,515.00
NET CHANGES by Change Order	\$	\$ -6,515.00

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: *[Signature]*

By: *[Signature]* State of: Texas January 31, 2016

County of: Travis

Subscribed and sworn to before

me this 31 day of Jan, 2016

Notary Public: Angie Aragon

My Commission expires: July 30, 2019



[Signature]

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 \$ 9,306.75
(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: *[Signature]*

By: *[Signature]*

Date: 03/02/2016

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.

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004- Retention
APPLICATION DATE: 01/31/2016
PERIOD TO: 01/31/2016
ARCHITECT'S PROJECT NO: PBK 15187SP SCP #02-2016ML

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bonds & Insurance	1,570.00	1,570.00	0.00	0.00	0.00	1,570.00	100.00 %	0.00
2	Track Surface removal	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00 %	0.00
3	Track materials / take-off boards	104,706.00	104,706.00	0.00	0.00	0.00	104,706.00	100.00 %	0.00
4	Track installation	44,000.00	44,000.00	0.00	0.00	0.00	44,000.00	100.00 %	0.00
5	Track striping	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %	0.00
6	Take-off board installation	874.00	874.00	0.00	0.00	0.00	874.00	100.00 %	0.00
7	Owner's Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00
7.1	Contingency used: Asphalt repairs \$18,485.00						0.00	0.00 %	0.00
7.2	Refund unused contingency	-6,515.00	-6,515.00	0.00	0.00	0.00	-6,515.00	100.00 %	0.00
	GRAND TOTAL	\$186,135.00	\$186,135.00	\$0.00	\$0.00	\$0.00	\$186,135.00	100.00 %	\$0.00

**CONSIDER APPROVAL OF NAMES FOR NEW ELEMENTARY SCHOOLS
AND MIDDLE SCHOOL #5**

RECOMMENDATION:

That the Board of Trustees approve the names for new schools as:

Elementary #24 _____ ;
Elementary #25 _____ ;
Elementary #26 _____ ;
Elementary #27 _____ ;
Elementary #28 _____ ; and
Middle School #5 _____ .

IMPACT/RATIONALE:


Board Policy CW (LOCAL) states, “The responsibility for naming a facility rests with the Board.”

Students, staff, parents and community members have submitted nominations for the Board to review. A binder with all nominations was provided as an external resource for the Board. The Administration included all nominations in the binder and did not remove nominations or verify if the nominations were aligned with Board Policy CW (LOCAL).

Attached you will find the original list of submitted nominations.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Lamar CISD School Name Nominations
Elementary #24, Elementary #25, Elementary #26, Elementary #27, Elementary #28 and Middle School #5

ELEMENTARY

Antonio G. Becerra
Roger W. Birkman
Don Carter
Elizabeth Coleman
Cecile M. Foerster
Gloria Garcia
Charles Goodnight
Adriane Mathews Gray
Alvina Hartmann
J. H. Holt
Anson Jones
Wyly Martin
Angel Sotelo Mata, Sr.
Walter S. McMeans
Richard T. Mulcahy
David Carey Nance
Willie Hugh Nelson
Jonas Edward Salk
Carroll Shelby
Kathleen G. Somerville
Robert Tate
Eleanor Vogelsang
Marcia J. Vogelsang
Ray and Juanita Wood
Mary Rose Zdunkewicz

MIDDLE

Herbert Appel
Myrtle Lee Mayberry

BOTH

Sherry (S. L.) and Elizabeth Albritton
Mollie A. Bailey
Neil Banfield
Neil and Carolyn Banfield
Roy P. Benavidez
Carl Briscoe Bentley
Jack Christiana
Marva Collins
Eddie P. Compean
Bailey Cooper
Thomas R. Culver, III
R. H. Darst
Alexander Hamilton
Junior Hartlage
Betty Dawes Humphrey
Maggie Maramillo
Wilhelm Victor Keidel
Gilbert Lemos, Sr.
Kathleen Joerger Lindsey
Laverne C. May
R. George Molina
Hilmar G. Moore
Victor James Nelson
Maxine Phelan
Viola Randle
Dr. Travis B. Reese
James W. Roberts
Dorothy W. Ryan
Jodie E. Stavinoha
Bernard Clifton Terrell, Jr.
Dr. Stanley Thompson
Mildred Walker
William J. Walker
Jack Wendt
Harry R. Wright, Sr.

Lamar CISD Other/Facility Name Nominations

OTHER

Herbert Appel
Carl Briscoe Bentley
Bailey Cooper
Rinda S. Koppitz
Santiago Lopez
Dorothy W. Ryan
Jack Wendt

**DELIBERATION AND ACTION REGARDING RECOMMENDATION
FOR SELECTION OF A FACILIATOR FOR BOARD TRAINING**

IMPACT/RATIONALE:

The Board will review and discuss information to select a facilitator for board training. Mr. Steenbergen and Ms. Kaminski evaluated the following three companies and will recommend one for Board consideration.

CRSS	Cathy Mincberg
Half Day	\$2,500 plus travel
Full Day	\$4,500 plus travel

N2 Learning	Roz Keck
	\$2,000 per session plus travel
	\$1,500 per session afterward plus travel

TASB	
	\$900 per session plus travel

**DELIBERATION AND ACTION REGARDING PROPOSED CREATION
OF SPECIAL COMMITTEE TO REVIEW BOARD OPERATING PROCEDURES
AND BOARD POLICIES**

IMPACT/RATIONALE:

The Board will discuss creating a committee to review the Board Operating Procedures and Board Policies.

**DELIBERATION AND POSSIBLE ACTION REGARDING PROCESS FOR SELECTING
AND HIRING EXTERNAL AUDITOR TO PERFORM OPERATIONAL AUDITS AS
DETERMINED BY THE BOARD**

BACKGROUND INFORMATION:

The Board of Trustees at its March 24, 2016 Regular Business Meeting requested an information item regarding the process for possible selection and hiring of an auditor to perform audits of District operations. The Board President in exercising review of the agenda revised the item to allow for possible Board action.

**CONSIDER APPROVAL OF TEXAS PRINCIPAL EVALUATION AND SUPPORT
SYSTEM AS DISTRICT PRINCIPAL EVALUATION INSTRUMENT**

RECOMMENDATION:

That the Board of Trustees approve use of the Texas Principal Evaluation and Support System (T-PESS) as the District's principal evaluation instrument beginning in the 2016-2017 school year.

IMPACT/RATIONALE:

Texas Education Code, Section 21.354 provides the Commissioner of Education the authority to adopt a recommended appraisal process and criteria to appraise the performance of school administrators. Texas Administrative Code, Chapter 150.1022, allows school districts, with school board approval, to select the commissioner-recommended appraisal instrument, the Texas Principal Evaluation and Support System, as the principal evaluation instrument.

During the 2014-2015 and 2015-2016 school years, Lamar Consolidated Independent School District participated in a pilot program with the Texas Education Agency to provide feedback to the Agency on the development, use, and implementation of T-PESS as an appraisal system. All LCISD principals participated in the program.

Use of the Commissioner recommended T-PESS system, or a locally developed alternative system, must be in place for the 2016-2017 school year.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF TEXAS TEACHER EVALUATION AND SUPPORT
SYSTEM AS DISTRICT TEACHER EVALUATION INSTRUMENT**

RECOMMENDATION:

That the Board of Trustees approve use of the Texas Teacher Evaluation and Support System (T-TESS) as the District's teacher evaluation instrument beginning in the 2016-2017 school year.

IMPACT/RATIONALE:

Texas Education Code, Section 21.351 provides the Commissioner of Education the authority to recommend a teacher appraisal process. Texas Administrative Code, Chapter 150.1001 identifies the Texas Teacher Evaluation and Support System as the Commissioner's recommendation for an evaluation instrument.

During the 2014-2015 school year, select campuses in Lamar Consolidated Independent School District participated in a pilot program with the Texas Education Agency to provide feedback to the Agency on the development, use, and implementation of T-TESS as an appraisal system.

During the 2015-2016 school year, all LCISD campuses participated in the second year of the pilot program. A group of teachers and administrators were formed to research, develop, and recommend a measurement for Student Growth, as currently required in T-TESS. This recommendation will be piloted by volunteer campuses during the 2016-2017 school year.

Use of the T-TESS system, or a locally developed alternative system, must be in place for the 2017-2018 school year.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE LAMAR CISD STUDENT CODE OF
CONDUCT AND EXTRA-CURRICULAR CODE OF CONDUCT
FOR 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Lamar CISD 2016-2017 Student Code of Conduct and Extra-Curricular Code of Conduct.

IMPACT/RATIONAL:

The Texas Education Code (TEC), Chapter 37, Discipline, Law and Order, requires each school district to adopt a Student Code of Conduct and Extra-Curricular Code of Conduct. Revisions and updates for the 2016-2017 LCISD Student Code of Conduct were recommended by a committee composed of campus personnel, campus administrators and district administrators. Creating the 2016-2017 Extra-Curricular Code of Conduct was recommended by a committee of campus head coaches, head directors, campus administrators and district administrators.

PROGRAM DESCRIPTION:

The proposed 2016-2017 Student Code of Conduct and Extra-Curricular Code of Conduct is provided under separate cover, with recommended changes highlighted. Summary of major revisions is attached.

Once the Board approves this document, they will be translated into Spanish prior to printing. They will be distributed at the beginning of the school year to students and parents as a separate section in the elementary and secondary student handbooks.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Linda Lane, Interim Executive Director of Elementary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**Student Code of Conduct
2016-2017
Proposed Revisions**

Page & Topic	Omit/Replace/Add
Excerpt from Secondary Student Handbook Dress and Grooming	Replaced with chart format. Major change is description of hair (high school)
Pages 7-9 Standards for Student Conduct	Revised and updated according to TASB and campus needs
Page 9-12 General Conduct Violations	Added definitions
Page 12-13 Bullying	Added procedures for filing a complaint and investigation process
Page 13-16 Discipline Management Techniques	Added definitions, discipline assignment, notification and appeals chart.
Page 18 Code of Conduct Summary	Added Code of Conduct Summary according to levels
2016-17 Extra-Curricular Handbook	New District Handbook

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 \$5,740,955.10.

IMPACT/RATIONALE:

In 2014, the District replaced 11,884 of its oldest computers, providing new computers for all staff members and new student laptops for all campuses. This project will replace the approximately 5,300 computers not refreshed in 2014. These computers are primarily located in libraries, computer labs, and student workstations in classrooms, have reached their end of life (6-8 years old) and no longer meet District requirements for performance or reliability. Additionally, this project is designed to bring all classrooms up to the two computer per classroom district standard. This includes a desktop computer, a laptop and docking station, which gives classroom teachers greater flexibility for utilizing technology with students. This project will also update the standard desktop computers used by the District's Project Lead the Way engineering students and teachers with industry standard design workstations to better meet the growing demands of 3D design software and projects.

PROGRAM DESCRIPTION:

Dell was selected from the DIR state competitive bid (DIR-SDD-1951) to fulfill this project. Dell will provide 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. With approval, the project will begin April 22, 2016 and be 100% completed and accepted by August 15, 2016. This project will be funded from 2014 bond funds dedicated to computer refresh.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chris Nilsson, Director of Technology Integration
 Michele Leach, Purchasing and Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Type	Quantity	Cost	Totals
Desktops in Labs	2867	\$ 594.00	\$ 1,702,998.00
Docking Station	1817	\$ 89.00	\$ 161,713.00
Teacher Laptop	1817	\$ 1,070.00	\$ 1,944,190.00
Cable Lock	1817	\$ 30.00	\$ 54,510.00
Student Laptop	480	\$ 651.00	\$ 312,480.00
Old Staff Laptop	485	\$ 651.00	\$ 315,735.00
PLtW Student Desktop	170	\$ 1,491.00	\$ 253,470.00
PLtW Teacher Desktop	8	\$ 4,987.00	\$ 39,896.00
PLtW Teacher Monitor	8	\$ 650.00	\$ 5,200.00
Deployment	5342	\$ 88.05	\$ 470,363.10
Laptop Cart	16	\$ 1,900.00	\$ 30,400.00
Contengency			\$ 450,000.00

Total \$ 5,740,955.10

CONSIDER APPROVAL OF PURCHASE OF NETWORK SWITCHES

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches, components, and installation services from Micro Integration in the amount of \$247,202.70.

IMPACT/RATIONALE:

The Local Area Networks at each of Lamar CISD's facilities connect students and staff to the districts internal resources and the internet. Three of these locations, Lamar Junior High, George Junior High, and Brazos Crossing, have hardware that is substandard, failing and has reached the end of support status and needs to be upgraded. This process will replace outdated switches, which will resolve many of the network and phone issues at these locations and will bring them to the same network standard as all other locations.

PROGRAM DESCRIPTION:

The switches will be replaced with Cisco switches per district standards. This project will be funded from 2014 bond funds dedicated to network infrastructure. Micro Integration offers these products and services through a Choice Partners contract

Submitted by: David Jacobson, Chief Technology Information Officer
Jason Bright, Director of Network Services

Recommended for approval:



Dr. Thomas Randle
Superintendent



presented by:
 Micro Integration
 10801 Hammerly
 Suite 246
 Houston, Texas 77043

David A Patterson
 Tel: 713-785-4596
 Fax: 713-785-2276

Choice Partners Contract # 13/068DG-28

April 11 2016

**Lamar CISD
 Brazos Crossing, Lamar JH, and George JH
 Ethernet Switches**

Brazos Crossing

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	13000.00	7020.00	1	\$7,020.00
Cisco	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	4000.00	2160.00	1	\$2,160.00
Cisco	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	100.00	54.00	1	\$54.00
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	4	\$12,085.20
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	4	\$2,581.20
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
FluxLigh	SFP-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
FluxLigh	X2-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
MI	Installation and Configuration Services			125.00	4	\$500.00
IDF						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	4	\$12,085.20
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	4	\$2,581.20
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	4	\$500.00

Brazos Crossing Total

\$41,659.80

Lamar JH

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	13000.00	7020.00	2	\$14,040.00
Cisco	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	4000.00	2160.00	1	\$2,160.00
Cisco	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	100.00	54.00	1	\$54.00
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	6	\$18,127.80
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	6	\$3,871.80
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	3	\$1,044.75
FluxLigh	SFP-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
FluxLigh	X2-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
MI	Installation and Configuration Services			125.00	8	\$1,000.00
IDF1						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	5	\$15,106.50
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	5	\$3,226.50
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	5	\$625.00
IDF2						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	4	\$12,085.20
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	4	\$2,581.20
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	4	\$500.00
IDF3						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	9	\$27,191.70
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	9	\$5,807.70
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	8	\$1,000.00
Lamar JH Total						\$110,863.40

George JH

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850 48 Port PoE IP Base	13000.00	7020.00	2	\$14,040.00
Cisco	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	4000.00	2160.00	1	\$2,160.00
Cisco	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	100.00	54.00	2	\$108.00
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	10	\$30,213.00
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	10	\$6,453.00
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	2	\$696.50

FluxLigh	SFP-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
FluxLigh	X2-10G-LR	10GBASE-LR SFP Module	1995.00	698.25	1	\$698.25
MI	Installation and Configuration Services			125.00	8	\$1,000.00
IDF1						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	7	\$21,149.10
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	7	\$4,517.10
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	7	\$875.00
IDF2						
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	5595.00	3021.30	3	\$9,063.90
Cisco	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	1195.00	645.30	3	\$1,935.90
FluxLigh	SFP-10G-LRM	10GBASE-LRM SFP Module	995.00	348.25	1	\$348.25
MI	Installation and Configuration Services			125.00	3	\$375.00

George JH Total

\$94,679.50

Project Total

\$247,202.70

CONSIDER APPROVAL OF PURCHASE OF NETWORK SECURITY APPLIANCE

RECOMMENDATION:

That the Board of Trustees approve the purchase of a network security appliance, components, and installation services from Micro Integration in the amount of \$181,628.

IMPACT/RATIONALE:

Lamar CISD relies on the resources and services that the internet provides. The use of those resources has dramatically increased over time and in order to meet the demand, the District's connection to the Internet has been upgraded to a 10 Gigabits per second (Gbps) capable link. This new bandwidth, however, exceeds the capabilities of the current network security appliance (firewall), which needs to be upgraded as well. This upgrade will replace the existing hardware with equipment that will support the current bandwidth utilization and future growth up to 10 Gbps.

PROGRAM DESCRIPTION:

Firewalls from three vendors were tested and one was selected that meets the needs of the district. This project will be funded from 2014 bond funds dedicated to network infrastructure. Micro Integration offers these products and services through a Choice Partners contract.

Submitted by: David Jacobson, Chief Technology Information Officer
 Jason Bright, Director of Network Services

Recommended for approval:



Dr. Thomas Randle
Superintendent



presented by: *David A Patterson*
 Micro Integration *Tel: 713-785-4596*
 10801 Hammerly *Fax: 713-785-2276*
 Suite 246
 Houston, Texas 77043

Choice Partners Contract # 13/068DG-28

April 11, 2016

**Lamar CISD
 Palo Alto 5060 Firewall**

**Single PA-5060
 Palo Alto 5060 with 4) 10 Gig ports - 20 Gigabit throughput**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost	
Palo Alto	PAN-PA-5060-SSD2	Palo Alto Networks PA-5060 with redundant AC power supplies and single 240GB SSD drive	131500.00	78900.00	1	\$78,900.00	
Palo Alto	PAN-PA-5060-URL4	PANDB URL filtering subscription year 1, PA-5060	26000.00	20020.00	1	\$20,020.00	
Palo Alto	PAN-PA-5060-URL2	Bright cloud URL filtering subscription year 1, PA-5060	26000.00	20020.00	1	\$20,020.00	
Palo Alto	PAN-SVC-PREM-5060	Premium support year 1, PA-5060	20800.00	18304.00	1	\$18,304.00	
Palo Alto	WGAC-PAN-201	Westcon Voucher - Palo Alto EDU-201	3000.00	0.00	1	\$0.00	
MI	Installation and Configuration Services						\$1,000.00
PA 5060 Total						\$138,244.00	

On Site Spare PA-5060

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Palo Alto	PAN-PA5060-SSD2-OSS	Palo Alto Networks PA-5060 with redundant AC power supplies and single 240GB SSD drive - On Site Spare	49300.00	43384.00	1	\$43,384.00
Spare PA-5060 Total						\$43,384.00

Project Total \$181,628.00

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MARCH 31, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through March 31, 2016, LCISD had collected 96.9 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
March 2016

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
15	\$ 2,754,289.59	\$ 195,933.32	\$ 3,869.00	\$ 2,954,091.91	\$ 2,060,788.27	\$ 150,468.24	\$ 693,501.32	\$ 49,334.08
14	\$ 66,689.20	\$ 15,790.80	\$ 16,591.73	\$ 99,071.73	\$ 49,897.47	\$ 28,406.63	\$ 16,791.73	\$ 3,975.90
13	\$ 17,821.98	\$ 6,750.09	\$ 4,922.08	\$ 29,494.15	\$ 13,334.63	\$ 9,972.54	\$ 4,487.35	\$ 1,699.63
12	\$ 13,293.29	\$ 1,834.61	\$ 1,215.48	\$ 16,343.38	\$ 9,946.17	\$ 2,588.12	\$ 3,347.12	\$ 461.97
11	\$ 14,266.95	\$ 1,207.21	\$ 966.22	\$ 16,440.38	\$ 10,469.42	\$ 1,852.12	\$ 3,797.53	\$ 321.31
10	\$ 12,960.80	\$ 753.42	\$ 697.28	\$ 14,411.50	\$ 9,688.66	\$ 1,260.50	\$ 3,272.14	\$ 190.20
09	\$ 1,552.46	\$ 120.18	\$ 52.00	\$ 1,724.64	\$ 1,221.52	\$ 147.49	\$ 330.94	\$ 24.69
08	\$ 437.40	\$ 425.42	\$ 171.92	\$ 1,034.74	\$ 348.03	\$ 510.44	\$ 89.37	\$ 86.90
07	\$ 335.36	\$ 357.47	\$ 111.54	\$ 804.37	\$ 258.45	\$ 387.03	\$ 76.91	\$ 81.98
06	\$ 1,364.65	\$ 1,443.13	\$ 459.91	\$ 3,267.69	\$ 1,172.78	\$ 1,700.14	\$ 191.87	\$ 202.90
05	\$ 1,179.63	\$ 1,380.98	\$ 433.51	\$ 2,994.12	\$ 1,042.33	\$ 1,653.74	\$ 137.30	\$ 160.75
04	\$ 179.53	\$ 257.64	\$ 86.82	\$ 523.99	\$ 158.63	\$ 314.47	\$ 20.90	\$ 29.99
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ 163.03	\$ 273.75	\$ 65.22	\$ 502.00	\$ 146.92	\$ 311.92	\$ 16.11	\$ 27.05
01	\$ 25.44	\$ 39.85	\$ 7.86	\$ 73.15	\$ 22.93	\$ 43.77	\$ 2.51	\$ 3.94
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ 174.58	\$ 359.64	\$ 80.13	\$ 614.35	\$ 157.75	\$ 405.11	\$ 16.83	\$ 34.66
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	\$ 262.15	\$ 634.40	\$ 134.48	\$ 1,031.03	\$ 262.15	\$ 768.88	\$ -	\$ -
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ 38.53	\$ 14.26	\$ 7.92	\$ 60.71	\$ 38.53	\$ 22.18	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 2,885,034.57	\$ 227,576.17	\$ 29,873.10	\$ 3,142,483.84	\$ 2,158,954.64	\$ 200,813.32	\$ 726,079.93	\$ 56,635.95

**Lamar Consolidated ISD
Tax Collections
September 1, 2015-August 31, 2016
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3/31/2016
15	\$ 173,016,529.71	\$ 6,747,547.00	\$ 179,764,076.71	\$ 174,205,972.65	\$ 370,202.73	\$ 7,058.41	\$ 174,583,233.79	\$ 5,558,104.06
14	\$ 1,578,079.69	\$ (224,318.39)	\$ 1,353,761.30	\$ 695,306.75	\$ 132,637.66	\$ 136,284.90	\$ 964,229.31	\$ 658,454.55
13	\$ 759,119.83	\$ (163,764.71)	\$ 595,355.12	\$ 227,369.09	\$ 35,716.92	\$ 24,483.05	\$ 287,569.06	\$ 367,986.03
12	\$ 693,023.94	\$ (208,060.10)	\$ 484,963.84	\$ 179,248.50	\$ 15,028.01	\$ 8,659.33	\$ 202,935.84	\$ 305,715.34
11	\$ 631,556.26	\$ (214,205.56)	\$ 417,350.70	\$ 161,374.53	\$ 8,725.50	\$ 4,434.74	\$ 174,534.77	\$ 255,976.17
10	\$ 605,391.03	\$ (319,021.46)	\$ 286,369.57	\$ 67,793.19	\$ 5,536.37	\$ 2,653.54	\$ 75,983.10	\$ 218,576.38
09	\$ 581,353.50	\$ (335,334.32)	\$ 246,019.18	\$ 61,783.47	\$ 5,283.14	\$ 2,134.34	\$ 69,200.95	\$ 184,235.71
08	\$ 587,734.40	\$ (411,499.87)	\$ 176,234.53	\$ 5,914.70	\$ 4,930.70	\$ 1,600.58	\$ 12,445.98	\$ 170,319.83
07	\$ 191,892.59	\$ (813.63)	\$ 191,078.96	\$ 4,094.98	\$ 3,784.59	\$ 990.88	\$ 8,870.45	\$ 186,983.98
06	\$ 127,543.57	\$ -	\$ 127,543.57	\$ 6,172.39	\$ 6,603.70	\$ 2,083.21	\$ 14,859.30	\$ 121,371.18
05	\$ 142,756.89	\$ (354.15)	\$ 142,402.74	\$ 3,307.10	\$ 4,094.99	\$ 1,395.79	\$ 8,797.88	\$ 139,095.64
04	\$ 65,622.10	\$ (226.97)	\$ 65,395.13	\$ 1,746.32	\$ 2,394.86	\$ 826.10	\$ 4,967.28	\$ 63,648.81
03	\$ 48,382.85	\$ (87.39)	\$ 48,295.46	\$ 1,475.53	\$ 2,236.85	\$ 556.59	\$ 4,268.97	\$ 46,819.93
02	\$ 32,774.61	\$ (5.07)	\$ 32,769.54	\$ 467.17	\$ 771.45	\$ 185.14	\$ 1,423.76	\$ 32,302.37
01	\$ 30,373.59	\$ -	\$ 30,373.59	\$ 540.83	\$ 877.73	\$ 189.51	\$ 1,608.07	\$ 29,832.76
00	\$ 26,210.82	\$ -	\$ 26,210.82	\$ 531.50	\$ 1,001.13	\$ 229.89	\$ 1,762.52	\$ 25,679.32
99	\$ 27,765.44	\$ -	\$ 27,765.44	\$ 798.01	\$ 1,614.47	\$ 361.86	\$ 2,774.34	\$ 26,967.43
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,037.25	\$ 2,210.61	\$ 487.18	\$ 3,735.04	\$ 18,281.45
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 602.22	\$ 1,348.56	\$ 292.62	\$ 2,243.40	\$ 16,714.24
96	\$ 16,372.69	\$ (9.38)	\$ 16,363.31	\$ 448.86	\$ 1,048.65	\$ 224.62	\$ 1,722.13	\$ 15,914.45
95	\$ 8,069.69	\$ -	\$ 8,069.69	\$ 635.64	\$ 1,568.87	\$ 330.68	\$ 2,535.19	\$ 7,434.05
94	\$ 5,144.31	\$ -	\$ 5,144.31	\$ 292.42	\$ 763.30	\$ 158.35	\$ 1,214.07	\$ 4,851.89
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ -	\$ -	\$ -	\$ -	\$ 2,639.02
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 38.53	\$ 14.26	\$ 7.92	\$ 60.71	\$ 3,785.10
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,311.02	\$ 3,981.63	\$ 793.89	\$ 6,086.54	\$ 9,955.56
Totals	\$179,230,061.90	\$ 4,869,846.00	\$184,099,907.90	\$ 175,628,262.65	\$612,376.68	\$196,423.12	\$176,437,062.45	\$8,471,645.25

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

MONTH	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR		97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY		98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE		98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2015-16 TAX COLLECTIONS
AS OF MARCH 31, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3/31/2016	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$174,205,973	99.03%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$1,422,290	66.15%
TOTAL		\$178,070,949	\$175,628,263	98.63%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MARCH 31, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
COLLECTION YEAR						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 174,205,973
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,747,547
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 695,307	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ (224,318)	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 227,369		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (163,765)		
4 Collections	\$ 199,270	\$ 308,264	\$ 179,249			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (208,060)			
5 Collections	\$ 268,598	\$ 161,375				
Adj. To Roll	\$ 527,967	\$ (214,206)				
6 Collections	\$ 67,793					
Adj. To Roll	\$ (319,021)					
TOTAL:						
COLLECTIONS	\$ 134,001,554	\$ 137,789,941	\$ 141,795,283	\$ 149,187,457	\$ 160,915,735	\$ 174,205,973
ADJUSTED TAX ROLL	\$ 134,220,129	\$ 138,045,917	\$ 142,100,998	\$ 149,555,443	\$ 161,574,189	\$ 179,764,077
BALANCE TO BE COLLECTED	\$ 218,575	\$ 255,976	\$ 305,715	\$ 367,986	\$ 658,455	\$ 5,558,104
ADJ. TAXABLE VALUE	\$ 9,836,219,194	\$ 9,931,003,670	\$ 10,222,725,688	\$ 10,758,997,369	\$ 11,623,624,272	\$ 12,932,202,202
TOTAL % COLLECTIONS AS OF MARCH 31, 2016	99.8%	99.8%	99.8%	99.8%	99.6%	96.9%
TAX RATE	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Drymalla Construction (Fulshear High)	Application # 20	\$ 1,418,558.05
Drymalla Construction (Fulshear High)	Application # 21	\$ 2,759,190.45
Drymalla Construction (Leaman Jr. High)	Application # 20	\$ 1,358,281.50
Drymalla Construction (Leaman Jr. High)	Application # 21	\$ 1,150,346.45
Drymalla Construction (Transportation Satellite)	Application # 21	\$ 59,952.60
Engineered Air Balance (Fulshear HS)	Application # 5	\$ 42,275.00
Engineered Air Balance (Fulshear HS)	Application # 6	\$ 40,850.00
Engineered Air Balance (Leaman JHS)	Application # 3	\$ 16,150.00
Engineered Air Balance (Leaman JHS)	Application # 4	\$ 17,670.00
Gamma Construction (Elementary #24)	Application # 5	\$ 1,225,614.00
Gamma Construction (Traylor Stadium)	Application # 14	\$ 113,401.00
Gilbane (2011 Bond Program)	Application # 47	\$ 98,501.00
Nevco (Foster HS - Baseball)	Application # 1	\$ 27,450.00

PBK Architects (Arredondo Elementary)	Application # 13	\$	5,531.49
PBK Architects (Elementary #24)	Application # 4	\$	11,966.41
PBK Architects (Elementary #25)	Application # 2	\$	14,319.79
PBK Architects (Fulshear HS)	Application # 15	\$	61,154.61
PBK Architects (Leaman JHS)	Application # 13	\$	32,745.53
PBK Architects (Transportation Satellite - Reimbursables)	Application # 2	\$	5,032.00
Phil's Plumbing (Pink Elementary)	Application # 1	\$	60,960.00
Terracon (Elementary #24)	Application # 3	\$	13,376.00
Terracon (Elementary #24)	Application # 4	\$	9,253.00
Terracon (Support Services Center)	Application # 1	\$	2,450.00
Terracon (Transportation Satellite)	Application # 7	\$	1,054.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 8	\$	207,561.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 9	\$	207,561.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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 actions that have taken place since the last regular board meeting.

Work Request Summary for March, 2016:

- The Department completed 1082 requests
- The Department received 100 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Repairing a water leak in the kitchen at Pink Elementary
- Unclogging the sewer back up in the Culinary Arts kitchen at Lamar Consolidated High
- Installing a door bell system at Common Threads
- Repairing light fixtures in the cafeteria and gym at Pink Elementary
- Responding to an afterhours call for the fire alarm system at Frost Elementary
- Repairing the intercom system at Reading Junior High
- Repairing a fire alarm pull station at the Alternative Learning Center
- Responding to an afterhours call to secure the gym doors at Jane Long Elementary
- Replacing a leaking hydraulic door closer at Foster High
- Repairing the magnetic fire door at Arredondo Elementary
- Hanging backboard pads on the goals in the gym at Terry High
- Installing J-hooks to a wall in the tennis storage room at Terry High
- Hanging signs on the baseball field press box at George Ranch High
- Installing ceiling tile in the gym at Velasquez Elementary
- Replacing light bulbs in the library at Velasquez Elementary
- Performed fire hydrant inspections at Velasquez Elementary and Beasley Elementary
- Re-installing the doorbell at Frost Elementary
- Repairing the desk supports in a classroom at Thomas Elementary
- Tightening screws on the support bar in the handicap stall in the girls restroom at Dickinson Elementary
- Repairing a teachers chair in a classroom at Hubenak Elementary
- Filling potholes in the parking lot at Lamar Consolidated High and Lamar Junior High
- Performing pole light inspections at multiple campuses district-wide
- Installing new door stops on the doors to the gym at George Junior High
- Repairing a stall door in the girls restroom at Adolphus Elementary
- Performing an ice machine inspection in the clinic at Briscoe Junior High

- Installing a deodorizer spray canister in the ladies restroom at Brazos Crossing
- Repairing a leaking sink faucet at Wertheimer Middle
- Repairing a drinking fountain at Reading Junior High
- Replacing the domestic water system piping at Pink Elementary
- Replacing the shorted electrical wiring from the main fuse panel to the transformer at Seguin Early Childhood Center
- Repairing the marquee at George Junior High
- Repairing a broken door at Smith Elementary
- Repairing the intercom system at Seguin Early Childhood Center
- Replacing the fire alarm system smoke detector in the field house at Foster High
- Replacing a broken window at Smith Elementary
- Repairing a window frame at Terry High
- Replacing broken keyboard trays in multiple classrooms at Hubenak Elementary
- Installing hinges on a boys' restroom stall door at Hubenak Elementary
- Repairing the mop sink in the custodial closet at Velasquez Elementary
- Replacing light bulbs in a classroom at Pink Elementary
- Installing a new pencil sharpener in a classroom at Pink Elementary
- Regluing carpet in a portable building at Smith Elementary
- Installing a water filter in an ice machine in the front office lounge at McNeill Elementary
- Cutting and installing a new chair mat in an office at Brazos Crossing
- Installing vision light kits on the main doors to the portable buildings at Travis Elementary
- Installing a pencil sharpener in a classroom at Frost Elementary
- Adjusting the latch on a girls' restroom stall door at Velasquez Elementary
- Unclogging the sanitary sewer drain in the kitchen at Lamar Consolidated High
- Repairing the solenoid on a dish machine in the Culinary Arts kitchen at Foster High
- Adding an electrical receptacle and components for a new washing machine at the Special Needs Center
- Relocating the push button actuation for homeland security doors at Foster High
- Replacing a broken closer on the door to a portable at Huggins Elementary
- Rekeying office door locks at the Distribution Warehouse
- Repairing the intercom system at Seguin Early Childhood Center
- Replacing the broken fire alarm system smoke detector base in the kitchen at George Ranch High
- Replacing fire alarm system batteries at Lamar Consolidated High
- Replacing window glass at Campbell Elementary
- Repaired the speed bump in the front parking lot at Foster High
- Hanging a banner in front of the school on the column next to the metal overhang at Wessendorff Middle
- Replacing a stage light in the cafeteria at Reading Junior High
- Removing and cleaning lint trap filters on a clothes dryer in the kitchen at Briscoe Junior High

- Performing the annual fire hydrant inspection at Foster High
- Replacing a broken toilet seat in the staff restroom at Briscoe Junior High
- Replacing ceiling tiles in the art room at Briscoe Junior High
- Adjusting the gates on the playground at Huggins Elementary
- Hanging pictures in the front office hallway at George Ranch High
- Adjusting legs on a desk and installing a door stop in a classroom at Lamar Consolidated High
- Installing vision light kits on the main entrance doors to the portables at Huggins Elementary
- Painting arrows on the running track at Travis Elementary
- Installing peep holes on doors throughout the school at Jackson Elementary and Meyer Elementary
- Replacing shingles on portable buildings at Smith Elementary
- Installing a paper towel dispenser in the girls' restroom at Smith Elementary
- Replacing the award boxes used for the Special Olympics at Maintenance and Operations

Energy Management

Energy Management assisted by:

- Reviewing lighting proposals for exterior lighting upgrades
- Attending the TASBO Conference in Dallas
 - Teaching a class pertaining to understanding and using Energy Technology
 - Attending two classes on Procurement of Goods and Services as well as attending the main conference
- Discussing the possibility of moving the SCORE program to SCORE Lite
- Releasing the new HVAC service agreement
- Developing proposals for chiller purchases
- Discussing the performance and maintenance of campus boilers with the representative
- Discussing present and future projects with a Clear Result representative
- Attending the bi-monthly meeting for energy managers at Region 4
- Attending the practice pool design meeting
- Holding a proposal meeting for the new HVAC service agreement
- Scheduling walks of locations for interested contractors
- Meeting with JCI to update the pricing for controls
- Completing the installation of chillers at Campbell Elementary

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Extracting carpets and disinfecting desks at Smith Elementary
- Deep cleaning in all of the gyms and locker rooms at Terry High
- Thoroughly cleaning the concession stands and restrooms at the baseball complex at Lamar Consolidated High
- Extracting carpets in the fourth grade pod at Frost Elementary
- Deep cleaning and disinfecting at Williams Elementary
- Deep cleaning the restrooms at Arredondo Elementary
- Disinfecting the entire building at Hutchison Elementary
- Picking up trash and cleaning restrooms during and after the tennis tournament at George Ranch High
- Scrubbing the floors in the restrooms at Wertheimer Elementary
- Providing rodent control at Bowie Elementary and Frost Elementary
- Removing bats from Travis Elementary, Velasquez Elementary, and Foster High
- Providing services with the Bug Man Pest Control district-wide
- Painting the athletic fields district-wide
- Setting up for track meets at Traylor Stadium
- Cleaning after a baseball tournament
- Delivering tables to Briscoe Junior High, Navarro Middle, George Ranch High, and Austin Elementary
- Moving risers from Foster High to Huggins Elementary
- Mowing district-wide
- Cleaning concession stands and restrooms after a track meet at Terry High
- Cleaning ticket booths, restrooms, and bleachers after the softball games at Lamar Consolidated High
- Setting up and taking down chairs for the 1st grade program at Austin Elementary
- Setting up chairs and cleaning after the 4th grade program at Dickinson Elementary
- Setting up and cleaning after the Principal of the Year event at Arredondo Elementary
- Cleaning the air vents and grates in the gym at Wertheimer Middle
- Extracting carpets in the portable buildings at Beasley Elementary
- Dusting in the office area at Travis Elementary
- Applying ant control at Velasquez Elementary and Smith Elementary
- Providing rodent control at Jackson Elementary and Lamar Consolidated High
- Removing wasps from Travis Elementary
- Extracting carpets throughout the school at Dickinson Elementary
- Extracting carpets and disinfecting throughout the school at Velasquez Elementary
- Disinfecting throughout the school at Ryon Middle
- Extracting carpets and deep cleaning throughout the school at Reading Junior High
- Scrubbing floors and laying finish throughout the school at Fulshear High and Leaman Junior High

- Stripping the floor of the stage in the theater at Briscoe Junior High
- Extracting carpets throughout the school at Arredondo Elementary and Hutchison Elementary
- Deep cleaning in various areas throughout the building at the Special Needs Center
- Applying weed control at various schools throughout the district
- Assisting TruGreen in the spraying of herbicide
- Cleaning the fields after baseball and softball games

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

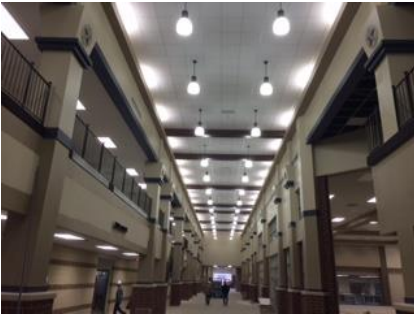


**Monthly Report
2011 Bond Program**

**11.A.#4a. – PLANNING
BOARD REPORT
APRIL 21, 2016**

EXECUTIVE SUMMARY

	EXECUTIVE REPORT			
	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	15,652,981.66	17,245,802.79	162,338,539.55
EXISTING FACILITIES	23,734,459.00	146,866.95	4,778,974.62	18,808,460.67
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	17,763.29	2,536,421.63	3,951,362.55
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,159,215.00</u>	<u>15,819,211.90</u>	<u>25,398,398.23</u>	<u>193,278,995.58</u>



Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts and band practice areas.

Current 2011 Bond Program Projects:

Churchill Fulshear (Jr.) HS, & sitework:

(Refer to Design Development booklet for floor plans)

Project meetings with PBK, Drymalla, Gilbane, and LCISD are continuing on a bi-weekly basis.

- ❖ Punch list walks for both schools are starting and ongoing.
- ❖ Ceramic tile is 100% complete down Main Street.
- ❖ Commons area floor tile is complete. Ceiling grid and ceiling tile are complete.
- ❖ Kitchen appliances have been delivered and are installed. Inspections of the kitchen equipment are ongoing.
- ❖ Smart boards, projectors, casework, and marker boards installation are 95% complete.
- ❖ Approximately 95% of the site paving is complete.
- ❖ Bathroom fixtures, partitions, and accessories are complete.
- ❖ Fire alarm wiring and speaker wire are ongoing.
- ❖ MDF and IDF rooms are ongoing.
- ❖ All fire pipe and heads are 100% complete.
- ❖ Lighting in the auditorium is nearly complete.
- ❖ Gym floors are complete. Bleachers, scoreboards, and final paint complete.
- ❖ Track has been filled, tested and asphalt is complete.
- ❖ Site irrigation is ongoing and near completion. Installation of irrigation sprinkler heads is ongoing.
- ❖ The concessions stand foundation is complete. MEP rough in is ongoing, and split face CMU is ongoing.
- ❖ Stadium lighting is installed.

Fieldhouse

- ❖ The Field House exterior panels are ongoing and near completion.
- ❖ Standing seam roof panels are complete.
- ❖ MEP installation is ongoing and near completion.
- ❖ CMU walls are installed. Finish paint is ongoing.
- ❖ Restroom partitions and accessories are complete.
- ❖ Epoxy flooring is completed.



Dean Leaman JHS

- ❖ Floor tile in the cafeteria is complete. Fur downs, lighting fixtures, and ceiling tile is installed.
- ❖ Ceiling grid, lighting fixtures, and finish painting ongoing down Main Street.
- ❖ Gym flooring is complete and sealed. Finish paint is complete. Scoreboards and bleachers are installed.
- ❖ Casework is near completion.
- ❖ Restroom partitions, epoxy flooring, and accessories are complete.
- ❖ Installation of SMART boards, projectors, casework, and marker boards is ongoing all classrooms.
- ❖ Punch list walks are ongoing.
- ❖ IDF and MDF rooms' build out is ongoing.
- ❖ Ceiling in the cafeteria is complete.



Satellite Transportation Center Phase II:

- ❖ Certificate of Occupancy was issued February 9, 2016.

Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums and dedicated CTE spaces.



Adolphus Elementary

2011 Bond Closed Projects:

Adolphus Elementary

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking and separate bus drop off areas.

Uncommitted funds as of March 1, 2016: \$968,368.51



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around $\frac{3}{4}$ of the building, added ventilation fans, new men's and women's restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras and new tarps for all of the animal pens.

Uncommitted funds as of January 1, 2016: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

Uncommitted funds as of January 1, 2016: \$1,000,871.28



Polly Ryon Middle School

Polly Ryon Middle School

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking and separate bus drop off areas.

Uncommitted funds as of January 1, 2016: \$1,083,368.69



Traylor Stadium Track & Turf

Traylor Stadium Track & Turf

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

Uncommitted funds as of September 1, 2015: \$0.00

District Competition Natatorium

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating and judges' stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

Uncommitted funds as of January 1, 2016: \$495,714.05



BF Terry High School

George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include two new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

Uncommitted funds as of January 1, 2016: \$600,993.12

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of January 1, 2016: \$423,579.04

Lamar Consolidated High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing Auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of January 1, 2016: \$13,575.35

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of January 1, 2016: \$184,453.45

Jackson Elementary School (Rosenberg, TX): Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

Uncommitted funds as of January 1, 2016: \$658,591.95



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of January 1, 2016: \$20,652.00



Austin Elementary School

Austin Elementary School (Richmond, TX): The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

Uncommitted funds as of January 1, 2016: \$131,466.50



Foster High School

Foster High School (Richmond, TX): Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of January 1, 2016: \$59,641.00

Lamar Consolidated High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

Uncommitted funds as of January 1, 2016: \$13,575.35



Lamar High School

Travis Elementary School (Rosenberg, TX): The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie-in of a chilled water loop for the HVAC system.

Uncommitted funds as of January 1, 2016: \$29,923.47

Beasley Elementary School (Beasley, TX): The project included the replacement of all air handlers in the building, which had reached the end of their life cycle. (no photo)

Uncommitted funds as of January 1, 2016: \$18,379.72



Travis Elementary School

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

Uncommitted funds as of January 1, 2016: \$19,602.13

Taylor Ray Elementary School (Rosenberg, TX): Renovations consisted of the replacement of student restroom exhaust fans, which had reached the end of their life cycle. (no photo)

Uncommitted funds as of January 1, 2016: \$16,764.57



Arredondo Elementary School

Arredondo Elementary School (Richmond TX):

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX
Uncommitted funds as of March 1, 2016: 1,668,190.94



Traylor Stadium

Traylor Stadium:

This project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area and 3 new restroom/concession and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.
Uncommitted funds as of March 1, 2016: \$521,731.17



Meyer Elementary

Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Meyer ES, Dickinson ES, Williams ES, Smith ES, Navarro MS, Wessendorff MS & Seguin Early Childhood Center:

Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of March 1, 2016:\$7,342.99

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of March 1, 2016:\$ 11,091.00

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of March 1, 2016: \$7,743.00



Navarro MS

Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of March 1, 2016: \$29,019.00



Dickinson Elementary

Dickinson Elementary School (Sugar Land, TX) – Installed new handicapped accessible sink and freestanding utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of March 1, 2016:\$21,698.57

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of March 1, 2016: \$247,843.00

Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.

Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of March 1, 2016: \$33,513.01



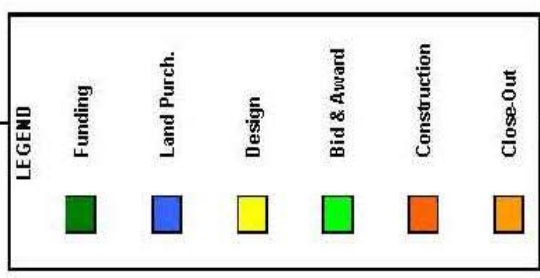
Seguin Early Childhood Center

Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. Uncommitted funds as of March 1, 2016: \$53,371.11

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of March 1, 2016: \$6,580.82

2011 Bond Program Master Schedule

Bond Projects	Project Budget	Phase 1 Funding												Phase 2 Funding														
		2011			2012			2013			2014			2015			2016			2017								
		N	D	J	J	F	M	A	M	J	J	F	M	A	M	J	J	F	M	A	M	J	J	F	M	A	M	J
New Elementary Schools																												
Adolphus Elementary	\$ 15,710,070																											
Arredondo Elementary	\$ 18,738,620																											
New Middle/ Jr High Schools																												
Polly Ryan Middle School	\$ 15,455,109																											
Leaman Junior High	\$ 41,386,418																											
New High School																												
Fulshear High School	\$ 82,201,089																											
New Support Facilities																												
Natorium	\$ 13,014,256																											
Satellite Transportation Phase 2	\$ 3,599,370																											
CTE - New Ag Barn	\$ 3,316,295																											
Lamar HS Baseball/Softball	(Funded from 06)																											
Existing Facilities																												
GRHS Shell Build-Out	\$ 2,509,191																											
Traylor Stadium Improvements	\$ 3,033,608																											
Traylor Stadium - Track & Turf	\$ 980,560																											
Austin Elementary	\$ 816,000																											
Dickinson Elementary	\$ 108,000																											
Huggins Elementary	\$ 480,000																											
Pink Elementary	\$ 48,000																											
Seguin Elementary	\$ 940,800																											
Williams Elementary	\$ 312,900																											
Bowie Elementary	\$ 366,000																											
Cambell Elementary	\$ 42,000																											
Frost Elementary	\$ 66,000																											
Jackson Elementary	\$ 1,440,000																											
Meyer Elementary	\$ 540,000																											
Travis Elementary	\$ 1,237,200																											
Beasley Elementary	\$ 150,000																											
Taylor Ray Elementary	\$ 402,000																											
Smith Elementary	\$ 18,000																											
Navarro Middle School	\$ 247,200																											
Wessendorff Middle School	\$ 64,800																											
George Junior High School	\$ 2,671,800																											
George Junior High School - CTE	\$ 95,000																											
Lamar Junior High School	\$ 192,000																											
Foster High School - CTE	\$ 255,000																											
Lamar Consolidated High School	\$ 576,000																											
Lamar Consolidated - CTE	\$ 225,000																											
Terry High School	\$ 2,117,040																											
Terry High School - CTE	\$ 1,900,000																											
Alternative Learning Center	\$ 1,124,400																											
ALC - CTE	\$ 275,000																											
Agriculture Barn	\$ 568,256																											
Total Construction	\$ 217,212,982																											
Other Programs																												
Land Purchase	\$ 2,700,000																											
Technology	\$ 21,168,000																											
Transportation	\$ 6,100,779																											
Miscellaneous	\$ 1,977,454																											
Total Bond Program	\$ 249,169,215																											



District Map and Directory

www.lcisd.org

HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

MIDDLE SCHOOLS

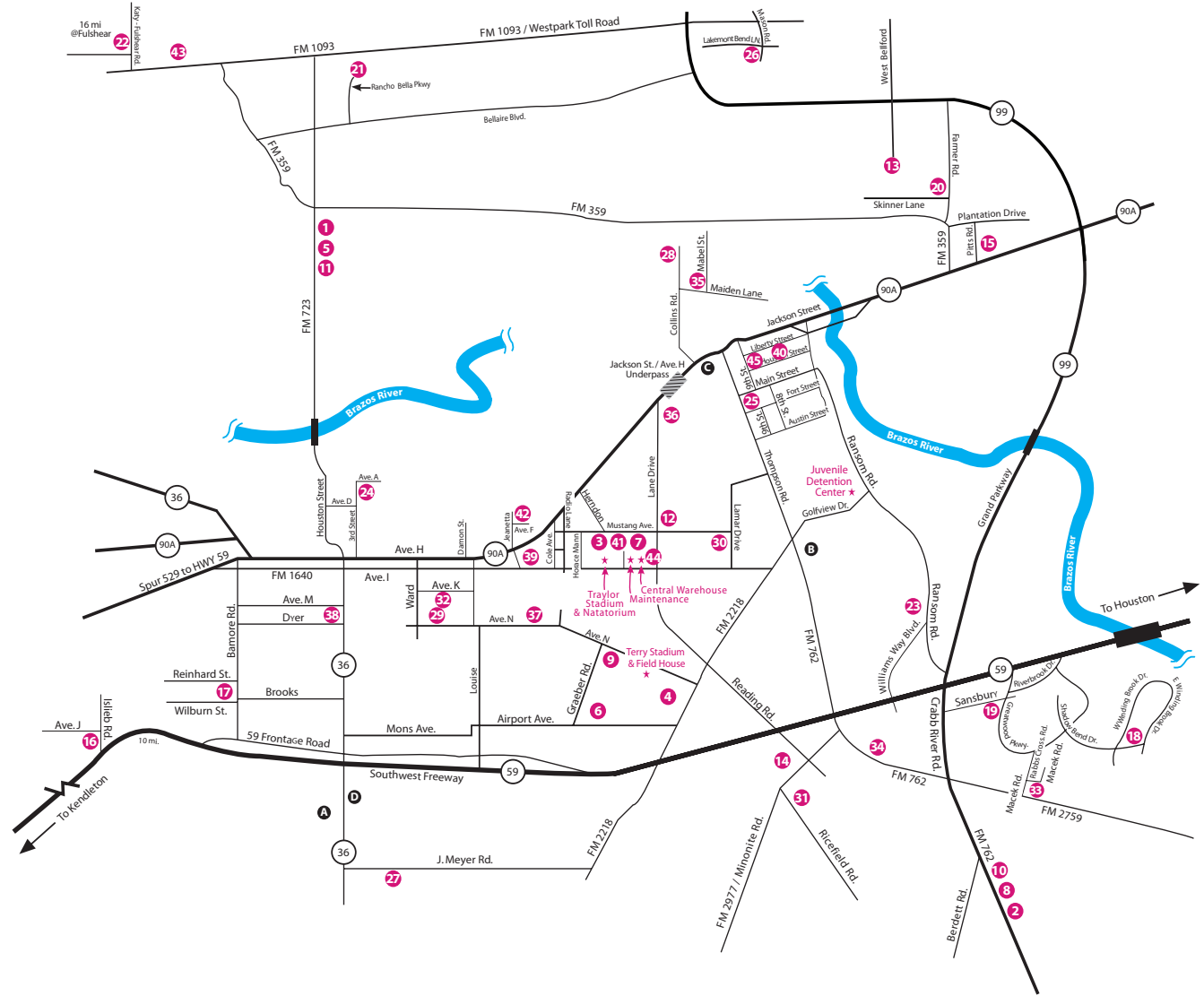
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Elementary 24	22,010,055.00	19,697,935.00	2,312,120.00	3,763,917.24	22,010,055.00
Elementary 25	23,770,861.00	1,551,545.00	22,224,316.00	483,379.18	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	28,000.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	27,450.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	30,000.00	990,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	0.00	1,056,000.00
LCHS Band Hall	700,000.00	30,000.00	670,000.00	25,000.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	168,960.00	887,040.00	48,000.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	7,900.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	7,900.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	7,830.00	8,855,872.00
Support Services Center	12,146,000.00	572,690.00	11,573,310.00	538,055.00	12,146,000.00
THS Band Hall	700,000.00	30,000.00	670,000.00	25,000.00	700,000.00
THS Baseball	975,000.00	48,000.00	927,000.00	26,000.00	975,000.00
Sub Total - Bond Sale 1	114,970,936.00	24,707,560.00	90,268,376.00	5,018,431.42	114,970,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
Fulshear 6th Grade School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	196,116,034.00	27,974,056.00	168,146,978.00	5,018,431.42	196,116,034.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner are serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects, and contractors. We are the liaison between LCISD administration, departments and schools to coordinate all activities necessary to successfully complete each project.

We also provide program-wide oversight and look for efficiencies, cost reductions, and quality assurance opportunities.

Accomplishments This Month:

- Planning for Elementary #24 transition with Hubenak Elementary School for Fall 2016.
- Developed practice pool preliminary program and site locations.
- Building Committee kick-off for Terry High School Baseball/Softball.
- Tested underground drain pipes for leaks at Pink Elementary School.
- Completed architect selection process for new elementary schools and new middle school.
- Updated 2014 Bond Cash Flow Projections.
- Initiated bid process for Elementary #25.

ELEMENTARY SCHOOL 24



Lamar ISD Elementary School #24

Image # 160322_6217
Date : 03.22.2016
Tel: 888.542.0231

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Contract Completion: November 18, 2016

OVERVIEW

- Underground utility site work is 90% complete.
- Drilled piers are 100% complete at the building/canopies and 50% complete at light poles.
- Grade beam placement is approximately 60% complete with another 20% being formed.
- Concrete paving on the parking lots and drives is approximately 50% complete.
- 214 submittals have been received and processed.
- Material selections are complete.
- As of 3/31/16 the construction contract is approximately 21% complete.

PINK ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Design Development
 - Phase 1
- Construction Start: June 2016
- Construction Completion: August 2016

OVERVIEW

Pink Elementary School Repairs

- Currently the Pink Elementary School project is in Design.
- Planned work includes repairs of cracks in exterior and interior walls, adjusting ceilings, adjusting doors that need alignment and re-leveling some floor areas.
- Underground plumbing was tested during spring break to determine if water leaks are contributing to the building movement.
 - a. The plumbing test indicated that there are plumbing leaks under the slab.
 - b. Vanir-Rice&Gardner and LCISD Maintenance Department are currently reviewing test results and developing a plan to address issues moving forward.

SUPPORT SERVICES CENTER



The Support Services facility project will provide space to expand and relocate Purchasing and Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017



OVERVIEW

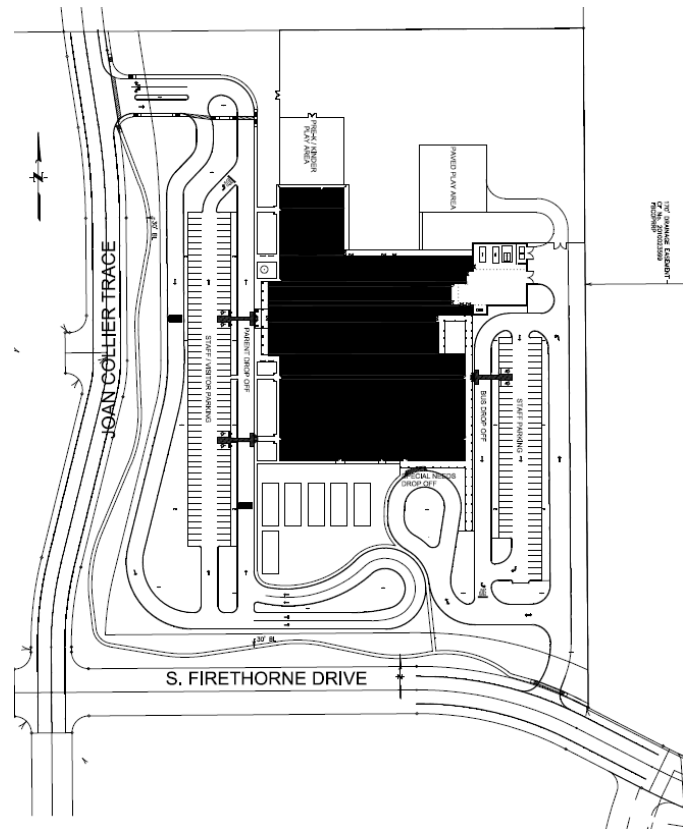
- A Building Program identifying the required spaces for each department, parking and staff counts has been completed and reviewed with user groups.
- Preliminary construction costs estimates are being reviewed.
- Professional services are being procured including surveying and environmental testing.

ELEMENTARY 25



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 2nd Quarter 2016
- Construction Completion: 3rd Quarter 2017



OVERVIEW

- The site is located in the Firethorne Subdivision in the north area of the District.
- The project was advertised for CSP on March 12 and 19.
- A series of bid alternates were developed to assure budget compliance.
- The bid opening occurred on April 6.

PRACTICE POOLS

George Ranch High School
Foster High School
Fulshear High School

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Under Review
- Construction Completion: Under Review

OVERVIEW

- The Program Development phase has begun.
- The Building Committee has been established and has reviewed the potential site locations of the practice pools at each campus.
- The Building Committee is currently reviewing the pool size and configuration options.
- Detailed program development meetings will continue to confirm specific requirements for the practice pools at each campus.

BASEBALL COMPLEX

Terry High School



OVERVIEW

- The Building Committee has been established.
- A preliminary list of improvements has been identified by the Building Committee and will be evaluated based on priority and budget.

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: 3rd Quarter 2016
- Construction Completion: 2nd Quarter 2017

BAND HALL ADDITIONS

Lamar Consolidated High School

Terry High School

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: 4th Quarter 2016
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- The Building Committee has been established and will begin meeting with the architects in April to begin identifying the work to be planned.
-

SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection
- Construction Completion: TBD

OVERVIEW

- A detailed program of requirements and building area requirements have been developed by the architects following multiple meetings with the Building Committee.
- Satellite Ag Barns #2 and #3 are being programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported as they begin:
 - **Bond Sale 1**
 - a. **Elementary #26**
 - b. **Foster HS Water Plant**
 - c. **HVAC Web-Based Controls**
 - **Bond Sale 2**
 - a. **Elementary #27**
 - b. **Elementary #28**
 - c. **Fulshear 6th Grade School**
 - d. **Fulshear Shell Space Build-Out**
-

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Completed March 2016

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of March, the following changes were made:

Trainees hired:	1
Full time drivers hired:	0
Bus aides hired:	0
Drivers quit or terminated	1

As of the date of this report, we have:

Total Drivers in Training	6
Waiting on skills test	4
Ready to take a route	3

ACCIDENTS:

There were two (2) accidents in March.

This is down two (2) from four (4) accidents in February.

<u>Date</u>	<u>Bus #</u>	<u>Track</u>	<u>Preventable</u>	<u>Action</u>
03/23/16	52	Terry	Preventable	Bus turning right
03/23/16	67	GR	Non Preventable	hit from the rear while stopped

For all accidents from December 2015 through March 2016

64%	were classified as non-preventable
36%	were classified as preventable

Causes for the preventable accidents have included: failing to set the parking brake, going straight, backing, turning right, and striking a fixed object.

FIELD TRIPS:

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	296	18,094
Fulshear	85	7,557

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of fourteen (14) breakdowns where the bus needed attention or replacement on the road.

The department pumped 23,522 gallons of diesel and 5,051 gallons of gasoline for the month.

ROUTING AND SCHEDULING:

We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary and E-secondary.

Full ABDE Routes	139
Partial Routes	21
Special Needs Routes	34
Special Needs Mid-days	25
Pre-K Mid-days	12
Doubled Runs	3

TRAINING AND OTHER EVENTS:

March 22-24, Mike Jones attended the School Bus Summit in St. Augustine, FL, and was one of 52 transportation managers and directors from across the U.S. and Canada invited to attend. There were several presentations, group discussions with school districts and companies of similar size, and a trade show with vendors related to our industry. Expenses were paid through a grant so there was no cost to the District.

Last month, 8 mechanics attended one day training and certification classes conducted by the Texas Association for School Bus Technicians at the Gulf Coast Association for Pupil Transportation Winter Conference at South Shore Harbor in League City. The technicians took classes on tire safety, safety inspections, and brake systems.

STUDENT DISCIPLINE:

During the month of March, discipline referrals declined to 182 from 369 referrals in February. We will continue to compare the data in the coming months.

Resource Persons: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

The cost of health care continues to rise at a rate much higher than the Consumer Price Index (CPI). In addition, the cost of compliance with the Affordable Care Act is increasing as well. Along with the increases in cost that are uncontrollable at the District level, our ongoing efforts to keep the benefit plans properly aligned and to improve the health and productivity of our valued employees continue to create financial stress on the District's Health Plan.

To maintain the financial stability of the Plan and to continue to offer no changes in benefits, we are recommending the following increases in contributions to the District's Medical/Rx Plans for the 2016-2017 Plan Year:

- ✓ Employees' monthly contributions to the three (3) EPO plans will require an increase of only 10% in an effort to promote increased member participation in the District's three (3) cost-efficient EPO (In-Network Only) plans,
- ✓ Employees' monthly contributions to the three (3) PPO plans will increase 20%, and
- ✓ The District's budgeted contribution to the Plan will increase by 18%. The per-employee per-month (PEPM) contribution will increase from \$355 to \$420 at an estimated cost to the District's General Fund of approximately \$3.2 million. Benefits are budgeted annually and considered for board approval along with the District's Compensation Plan.

As mentioned above, the shared increases in contributions by both employees and the District will enable the six (6) Medical and Pharmacy Plans offered (3 EPO and 3 PPO) to continue operating with no changes in benefits.

For the 2016-2017 plan year, the District will continue its effort to manage/reduce plan costs through the implementation of the following:

- ✓ Condition Based Health Management Plan (Diabetes Hypertension Plan [DHP]), the purpose of which is to increase participant engagement and encourage ongoing medical compliance, and
- ✓ Other existing/ongoing Health Management programs (i.e. Healthy Pregnancy).

The District continues to monitor the Patient Protection Affordable Care Act (PPACA) and how the law continues to impact the cost the District's Medical/Rx plan(s).

Resource Persons: Dr. Kathleen Bowen, Chief Human Resources Officer
 Trudy Harris, Assistant Director Employee Services and Risk
 Management
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated Independent School District

2016-2017 Proposed Rate Structure

	Plan A (In/Out - PPO)			Plan A (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$139.26	\$167.11	\$27.85	\$78.91	\$86.80	\$7.89
Employee + Spouse	\$767.98	\$921.58	\$153.60	\$435.20	\$478.72	\$43.52
Employee + Children	\$637.46	\$764.95	\$127.49	\$361.24	\$397.36	\$36.12
Employee + Family	\$922.80	\$1,107.36	\$184.56	\$522.93	\$575.22	\$52.29

	Plan B (In/Out - PPO)			Plan B (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$196.29	\$235.55	\$39.26	\$111.12	\$122.23	\$11.11
Employee + Spouse	\$1,028.24	\$1,233.89	\$205.65	\$582.70	\$640.97	\$58.27
Employee + Children	\$826.25	\$991.50	\$165.25	\$468.23	\$515.05	\$46.82
Employee + Family	\$1,230.70	\$1,476.84	\$246.14	\$697.42	\$767.16	\$69.74

	Plan C (In/Out - PPO)			Plan C (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$71.15	\$85.38	\$14.23	\$40.32	\$44.35	\$4.03
Employee + Spouse	\$633.47	\$760.16	\$126.69	\$358.98	\$394.88	\$35.90
Employee + Children	\$524.08	\$628.90	\$104.82	\$296.98	\$326.68	\$29.70
Employee + Family	\$774.21	\$929.05	\$154.84	\$438.73	\$482.60	\$43.87

Rates illustrated on a monthly basis by plan option - [+20% PPO/+10% EPO]



Disclaimers

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE

The M&O department is gathering information for the installation of six (6) foot galvanized fences. These are estimates the department has put together for an overall specification for vendors to address. Attached are diagrams of the proposed fence locations.

Austin Elementary	1,410 ft @ \$20/ft = \$28,200
Beasley Elementary	1,390 ft @ \$20/ft = \$27,800
Bowie Elementary	1,776 ft @ \$20/ft = \$35,520
Hubenak Elementary	490 ft @ \$20/ft = \$ 9,800
Huggins Elementary	645 ft @ \$20/ft = \$12,900
McNeill Elementary	261 ft @ \$20/ft = \$ 5,220
Meyer Elementary	1,535 ft @ \$20/ft = \$30,700
Pink Elementary	1,570 ft @ \$20/ft = \$31,400
Ray & Travis Elementary	1,745 ft @ \$20/ft = \$34,900
Williams Elementary	1,755 ft @ \$20/ft = \$35,100

CHILLER REPLACEMENTS

The department is preparing specifications looking at multiple cooperatives that have chiller companies that can replace this type of HVAC equipment.

Wessendorff Middle	(2) 185 ton
Travis Elementary	(1) 140 ton
Alternative Learning Center	(1) 30 ton
Seguin Early Childhood Center	(1) 140 ton
Frost Elementary	(2) 215 ton
Huggins Elementary	(1) 185 ton

Through the assistance from the purchasing department, multiple cooperatives will be approached to submit quotes. The quotes will be evaluated and brought to the Board for approval at the May Regular Board Meeting.

PARKING LOT LIGHTING RETROFIT

The M&O department with the assistance of the purchasing department has secured pricing for this project through the BuyBoard cooperative from Inline Electrical Solutions. This project will replace the current parking lot lights and wall packs from HID to LED. There are 943 parking lot fixtures to retrofit with LED lights. This will reduce the energy consumption from 4,600 watts to 810 watts per fixture. There are 886 wall packs to retrofit that will reduce the energy consumption from 456 watts to 210 watts. The cost of this project is approximately \$1,300,000 and the reduction in energy consumption will not reduce the light level.

Since the District is a member of the Schools Conserving Resources Program (SCORE), it does qualify to receive possible rebates but the actual amount of incentives will not be known

until the project has been approved and a known completion date is established. The District has been a part of the SCORE program since 2009 and has received over \$200,000 in incentive payments. The funds in the SCORE program are budgeted annually and are subject to availability. The latest discussion with our representative indicates that all current funds in the program are accounted for this year. However, there is a 6-8 week lead time on ordering materials and the length of this project is expected to last 2-4 months stretching the project over two program budget years. Since the funds are not guaranteed for this year, there is an advantage to this being spread over two budget years. With an approval in May the department can be ready to capitalize on the rebates when they are available.

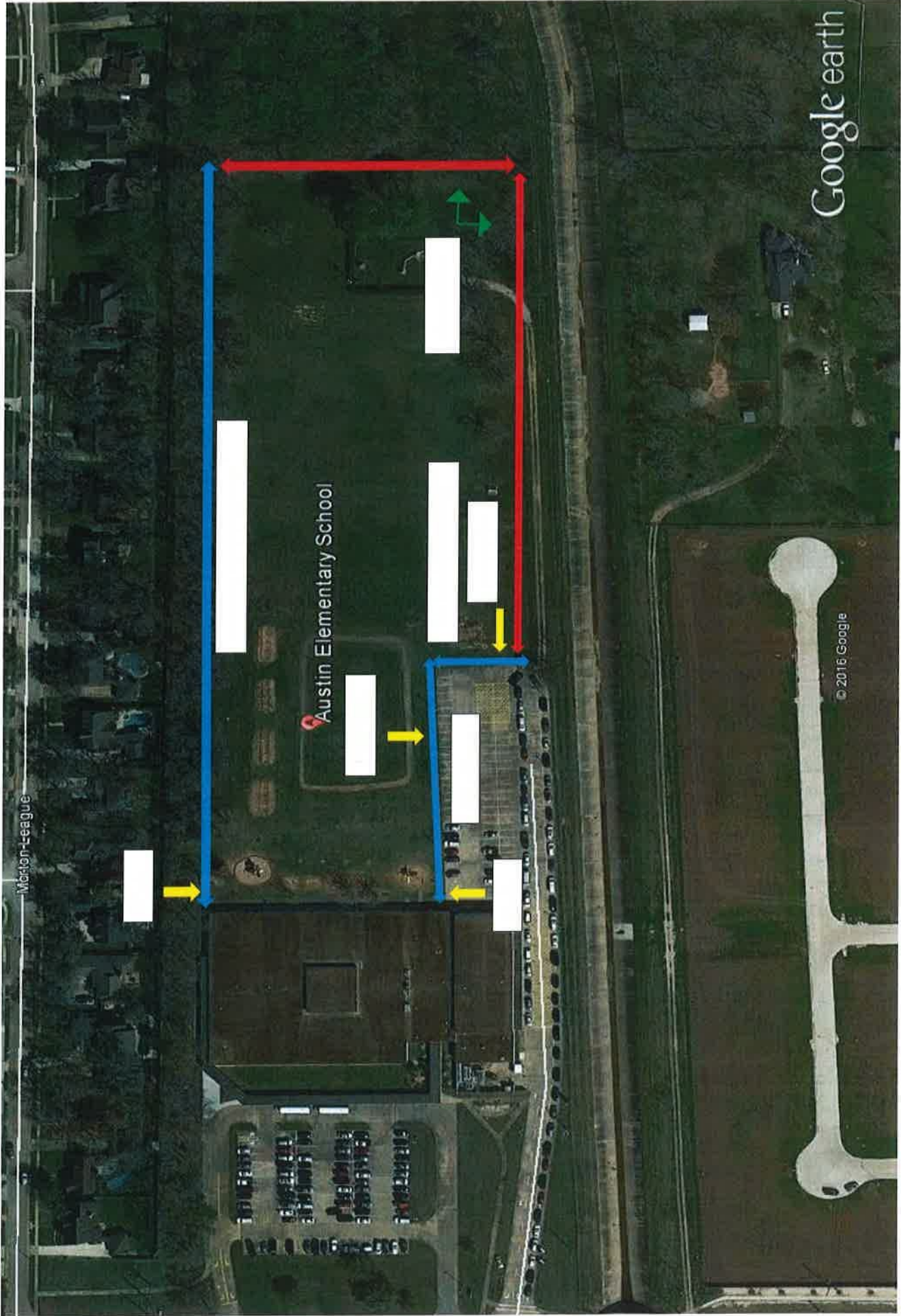
WINDOWS AND PEEP HOLES

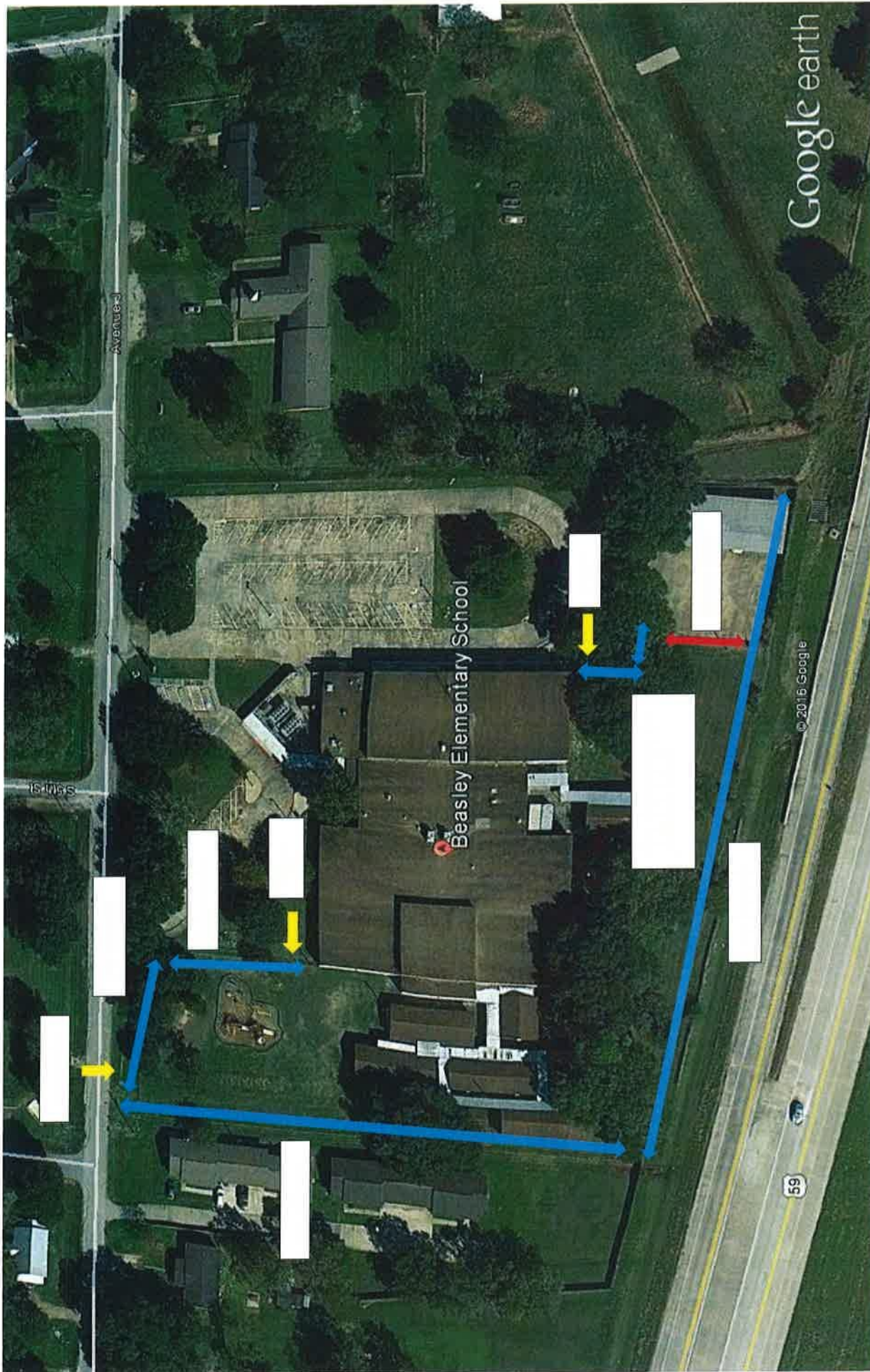
The M&O department has completed the installation of peep holes. Currently the window installation in portable building doors is on schedule to be completed by the end of this month. Three schools remain: Beasley, Bowie and Smith Elementary.

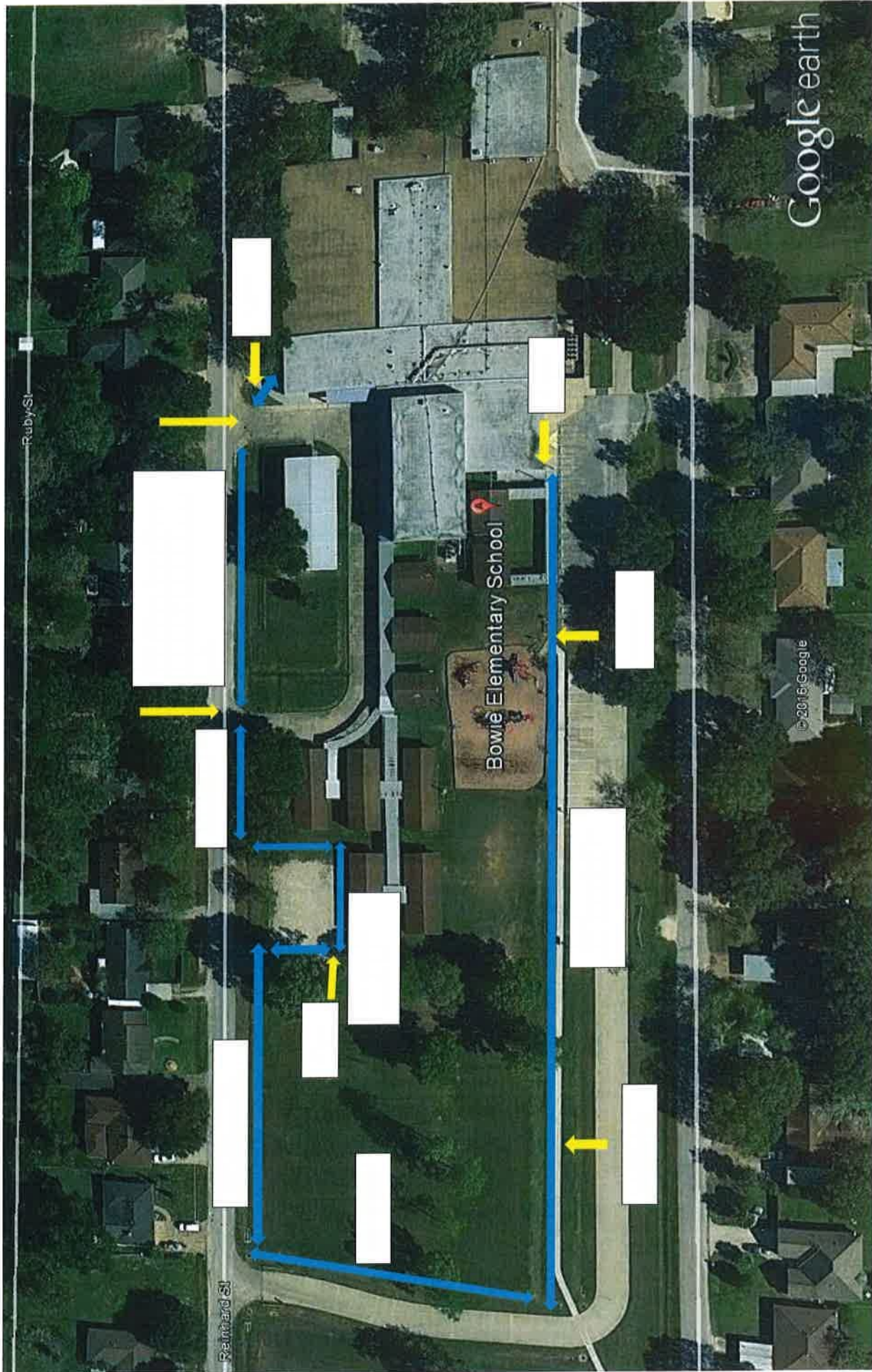
HUGGINS ELEMENTARY RENOVATION

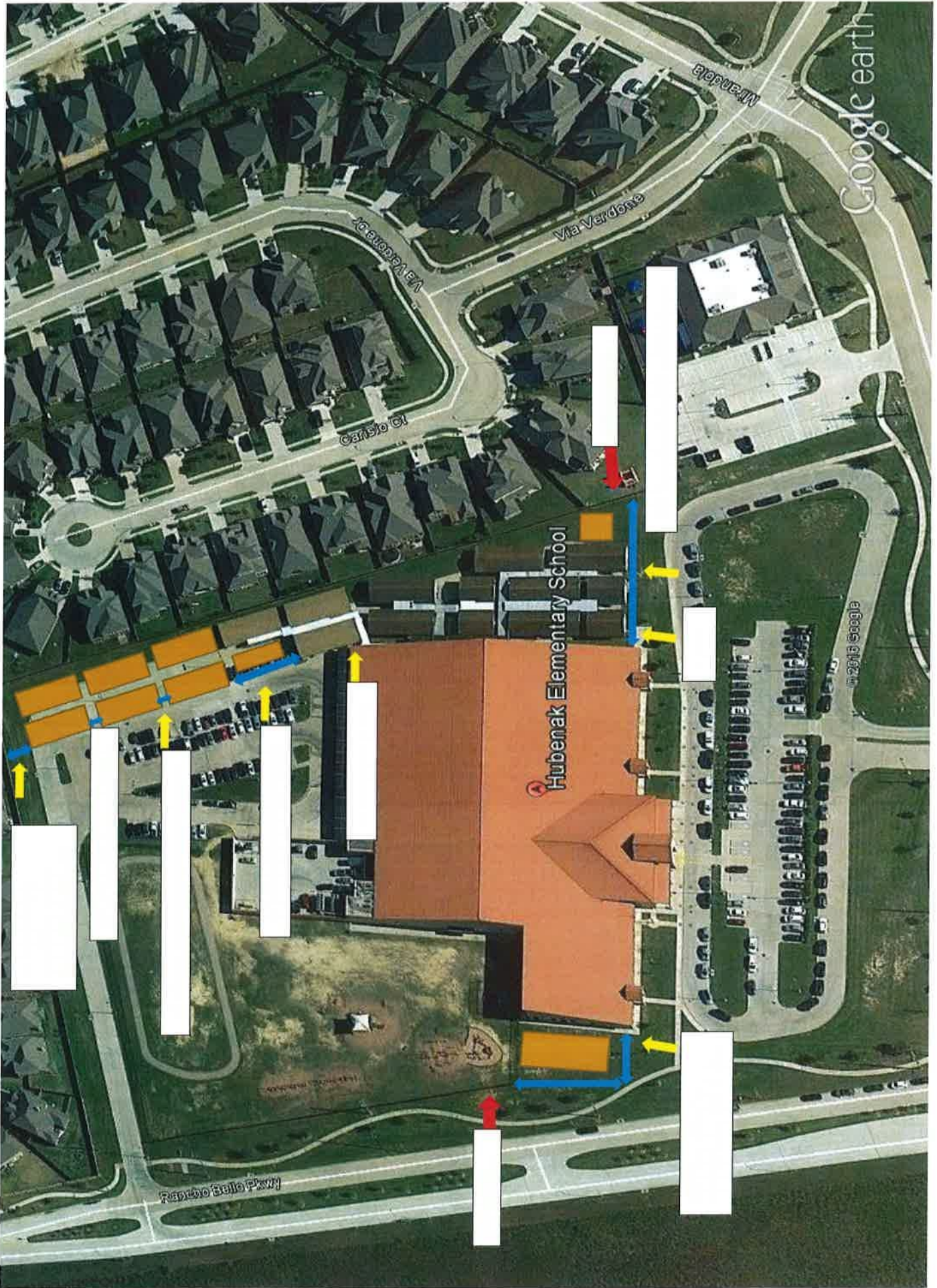
VLK Architects, Inc. conducted the first design meeting with Huggins Elementary for the parking and auto drop off improvements on Tuesday, April 12. The committee walked the site and discussed many details with the architect and engineer. We will have a second meeting in early May to finalize the design and prepare for the May regular board meeting.

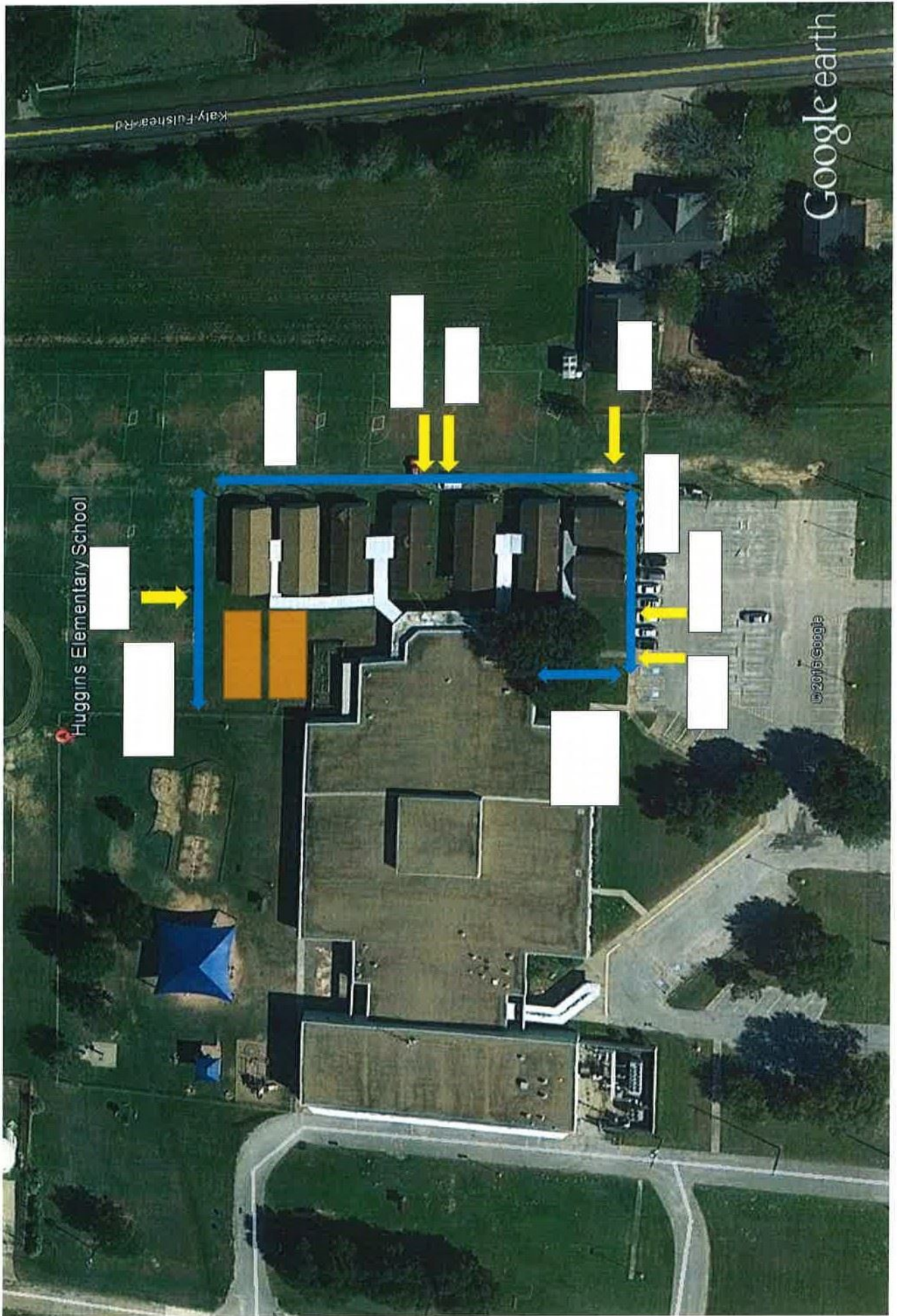
Resource Person: Kevin McKeever, Administrator for Operations

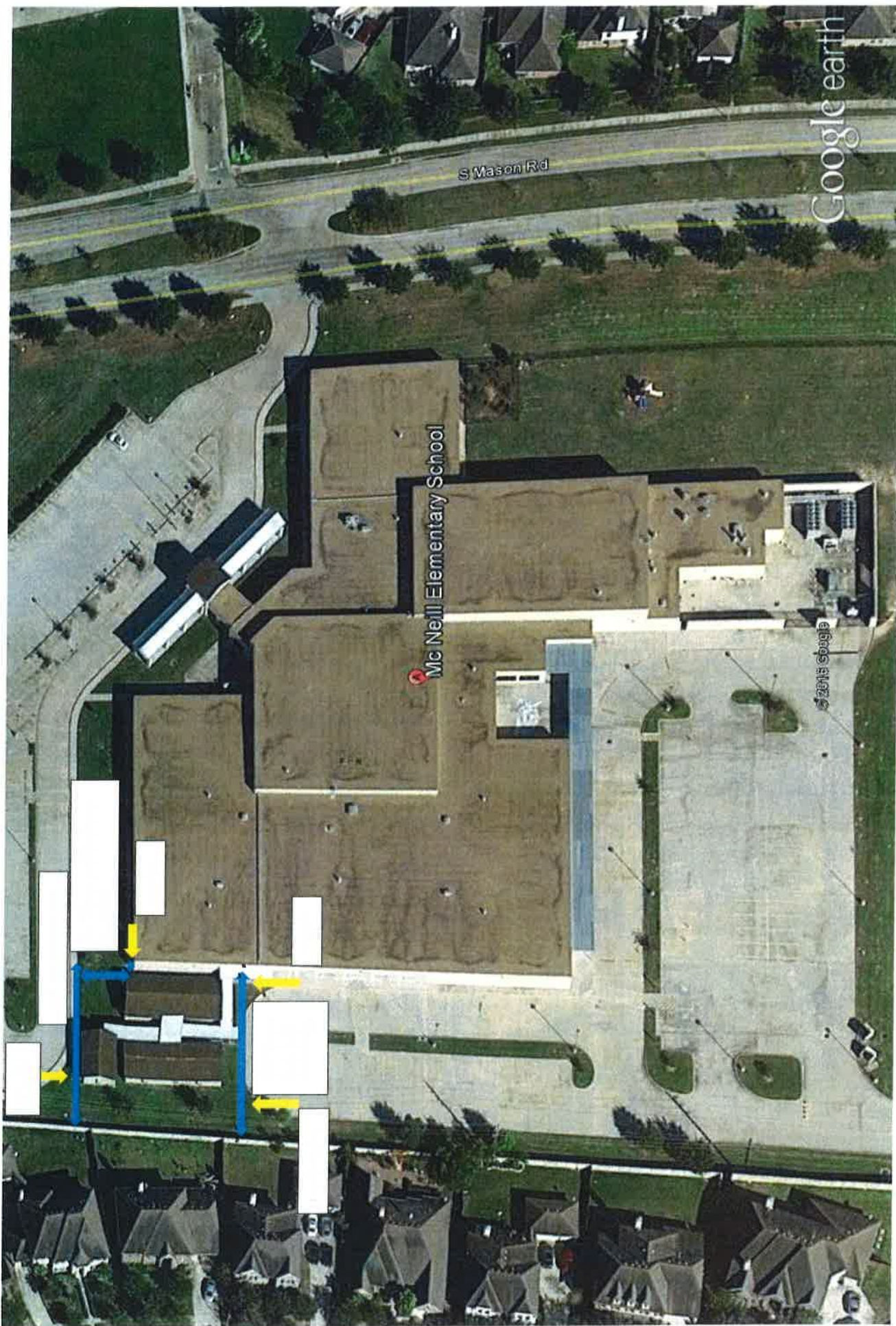


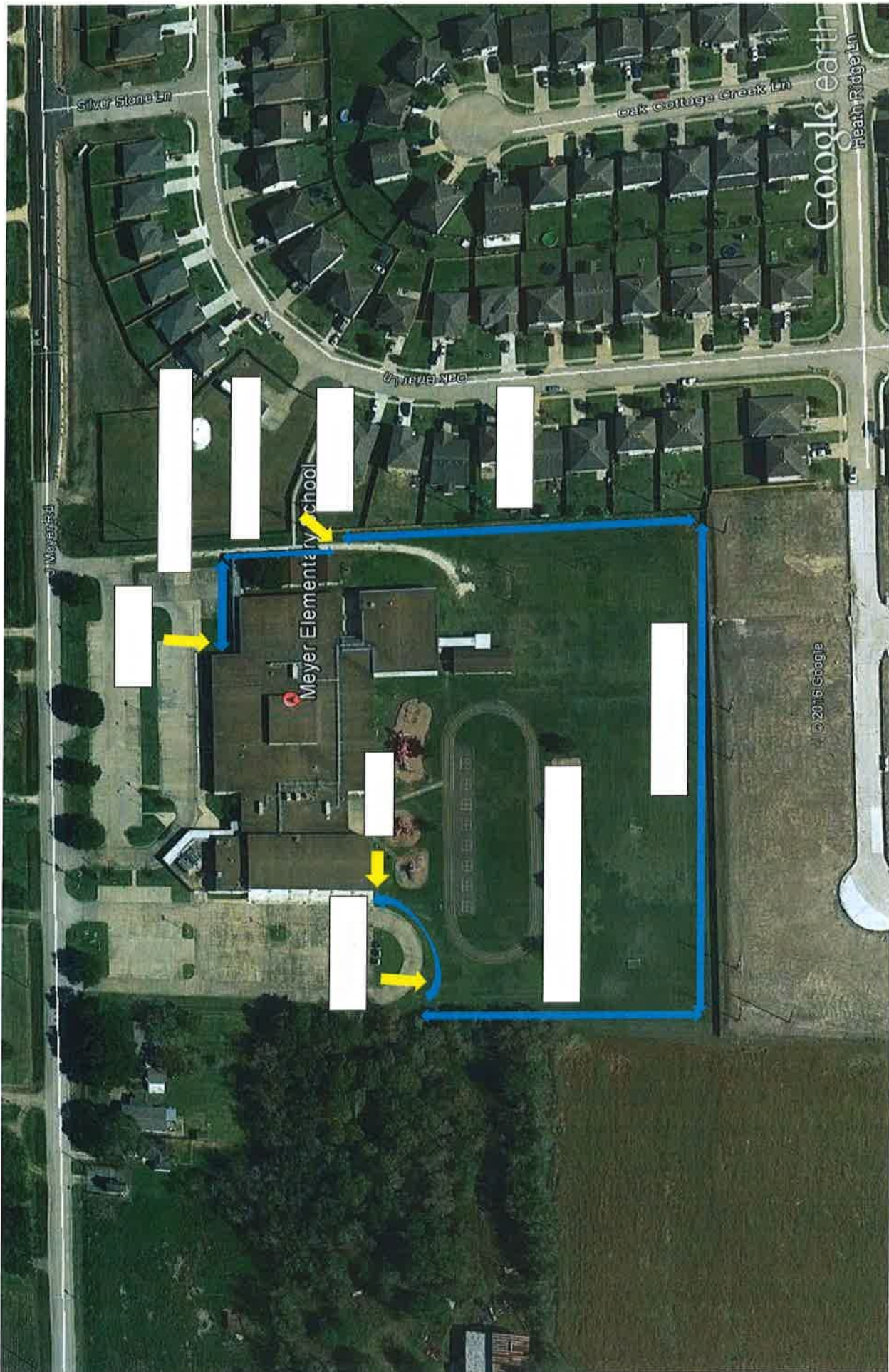


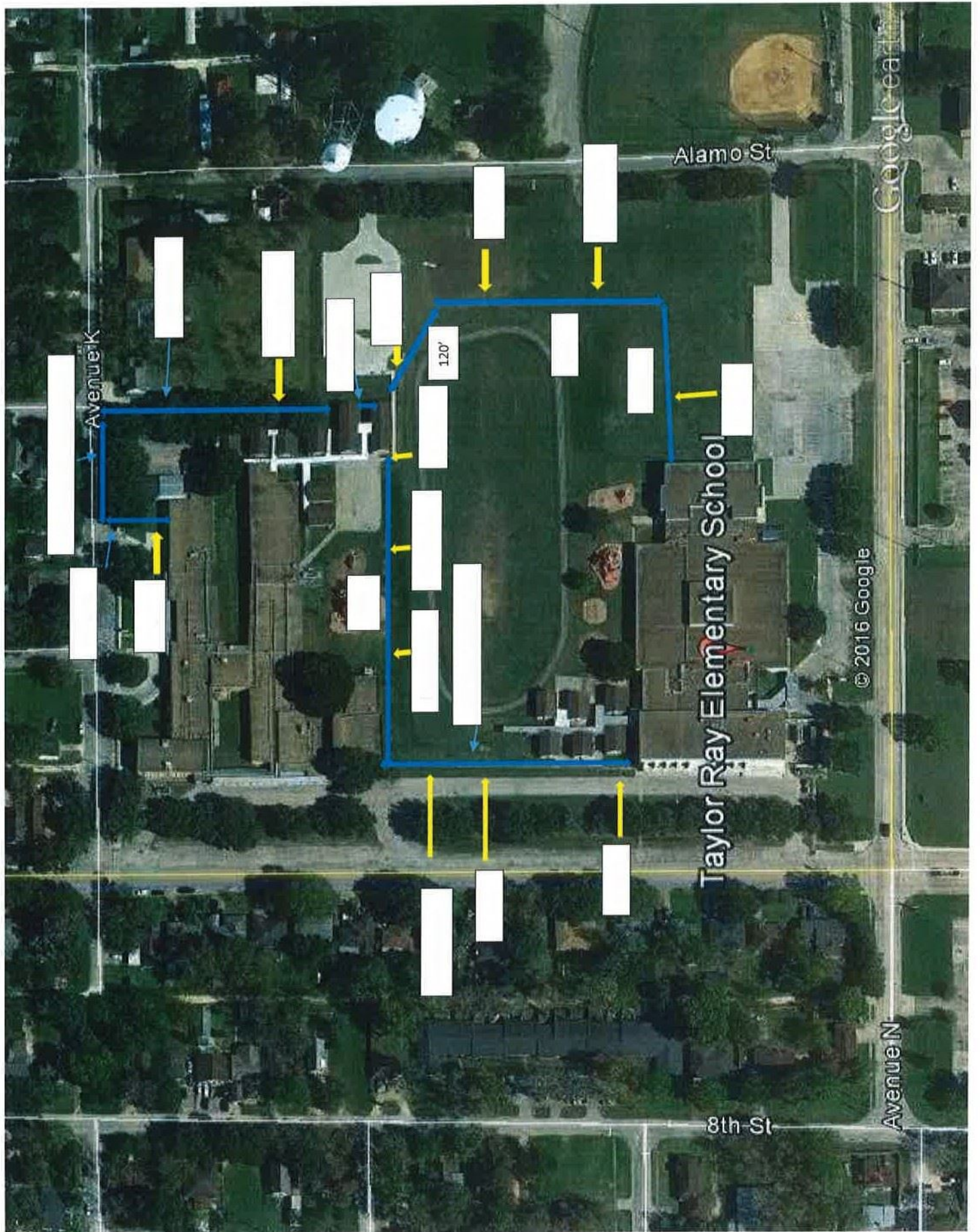












INFORMATION ITEM: STAFF RECOGNITION

In an effort to recognize staff for various contributions and accomplishments, the Board has requested a unique document.

The Board will receive options for review under a separate cover.

Once approved, the document(s) can be distributed, as necessary.

Resource Person: Mike Rockwood, Executive Director of Community Relations

INFORMATION ITEM: BOND COMMITTEE

Ms. Roberts requested this information item be placed on the agenda.