

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, August 18, 2016

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Anna Gonzales • Dr. Tyson Harrell • Melisa Roberts • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
AUGUST 18, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
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11. 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.	267
a. Approval of personnel recommendations for employment of professional personnel	
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2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
b. Consider the purchase of a parcel of land consisting of approximately 15.1 acres in Fort Bend County, Texas for use as an Elementary School Site	
c. Consider the purchase of a parcel of land consisting of approximately 14 acres in Fort Bend County, Texas for use as an Elementary School Site	
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.

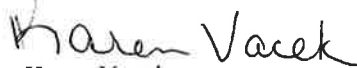
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 12th day of August 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 19th day of July 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, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Tyson Harrell	Member
Melisa Roberts	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
Linda Lane	Interim Executive Director of Elementary Education
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—

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2. Discussion of July 21st Regular Board Meeting Agenda Items

The Board reviewed the July 21st Regular Board Meeting agenda items.

10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-2 Consider approval of Interagency Program Agreement between Lamar CISD and Richmond State Supported Living Center (RSSLC)

Ms. Kaminski asked how many students participate in this program. Ms. Mathis said that it fluctuates from year to year, it is a very small number of students, and it depends on what the ARD committee decides for each individual student.

10. A-4 Consider approval of the 2016-2017 and 2017-2018 agreement for sports medicine services between Lamar CISD and Memorial Hermann Health System

Ms. Roberts asked if last school year was the first year the District was in agreement with MHHS. Ms. Haack said that was correct. Ms. Roberts asked what amount they are funding. Ms. Haack said the District receives \$125K per year. Ms. Roberts asked how the money is being used. Ms. Haack said this past year it was used for the things the trainers need at each of the campuses. Ms. Roberts said other districts have used the money to obtain more trainers, she asked if we see the need for more trainers. Ms. Haack said we do not see a need, but within this agreement we can contract out more trainers.

Mr. Steenbergen asked what the plans are for this year's money. Ms. Haack said that has not yet been determined.

Dr. Harrell asked how the attendance was with them. Ms. Haack said it was good and provided to all campuses.

10. A-5 Consider approval of the 2016-2017 agreement for Prevention Services

Ms. Danziger asked how the schools are decided upon. Ms. Vogt said they are submitted through the Director of Student Services and they are determined on a priority level. Ms. Danziger asked if each principal had to agree to the program and asked how that will work. Ms. Vogt said yes they had to agree and this goes through the counselors and the services are scheduled through them. She said the parents are notified of services being provided.

Ms. Kaminski asked how many 4 and 5 year olds have a need for this program. Ms. Vogt said there are quite a few that go through the program and it is age appropriate and depends on the family needs.

Ms. Gonzales said this is a research based prevention program and provides information and skill based training to the family. She said this is to teach children decision making skills, making good friends, communication skills, etc. This program helps reduce risk factors.

Ms. Vogt said it is difficult to give an exact number of 4 and 5 year olds because there is group instruction, she said there are very easily several hundred students. Ms. Vogt said they do presentations to age levels, but the counselors pick smaller groups

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of children that might benefit from more selective support services. Ms. Kaminski asked how they picked which elementary schools were selected. Ms. Vogt said it is available to any school that might be interested but they have high priority schools with higher incidents.

Ms. Gonzales said this is a really good program and it builds on each grade level.

10. B GOAL: PLANNING

10. B-3 Consider approval of budget amendment requests

Mr. Steenbergen asked about the funding of \$106k for the classroom instruction. Ms. Ludwig said they are amending from fund balance.

10. B-5 Consider approval of amendment to contract for school resource officers

Ms. Roberts asked how they determine the number of officers needed. Dr. Harrell said each high school gets an officer for each high school and junior high. Dr. Randle said that is correct and they service that complex as well as if one of the elementary schools within that area calls for them. Dr. Randle said the District also has security officers in addition to the police officers. Ms. Roberts asked if we have received a recommendation to do anything different. Dr. Randle said they have received requests for an officer on every campus. He went on to say that the District is adequately covered because most of the incidents are at the secondary complexes.

Dr. Harrell asked if they request needs from the District. Dr. Randle said yes they do and they also understand the parameters of the District's budget.

Ms. Kaminski asked if we will ever have to consider having our own police force. Dr. Randle said that has been looked at a couple of times and they have found it is better for the District to contract with the police department because we do not have to carry the same type of liabilities and the training that is required. He also said that if we have a big incident all of Rosenberg Police Department can come and support because they are part of that system.

10. B-6 Discussion and action on resolution authorizing the reappraisal of flood/disaster area property within Lamar CISD

Ms. Roberts asked if the amount is already considered for the properties that the families are not going to be able to rebuild. Ms. Ludwig said it should be. She went on to say this value will be adjusted for the 2016 tax year and it will have somewhat of a lasting impact because as of January 1st they do the values for 2017 tax purposes. They believe most of the renovations will not be done by then. Ms. Roberts said some people just found out they will not be allowed to rebuild

10. B-7 Consider approval of cafeteria meal price increases for 2016-2017

Ms. Kaminski asked if there is no choice in increasing the prices, then why the adult and visitors prices would not be increased as well. Mr. Antignolo said the current rule says that the adult prices has to be x amount above the highest paid price in the district. He said the \$3 that is charged for adults, more than covers the required rule. He went on to say the adult meal is the same size as the largest student meal.

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10. B-11 Discussion of wine and beer permit at convenience store near school district property

Ms. Danziger asked if there are any other businesses within that area that already sell alcohol. Dr. Randle said right across the street at the Stripes store. Mr. Steenbergen said they are out of the 1,000 foot zone.

Ms. Roberts said last year one was not approved close to Meyer Elementary, and wondered what the difference was. Mr. Steenbergen said that one was much closer and in the walking area of the school.

Ms. Kaminski wanted to point out that we have this one on one side of the school and the next one is on the other side of the school.

10. B-12 Discussion of wine and beer permit at ballroom near school district property

Dr. Randle said this is a ballroom that will be used for weddings and they will be able to serve alcohol at these events.

Dr. Harrell said they put potential benefits they might offer the district and wondered if this would be in writing. Dr. Randle said the district does not engage in a contract with them.

Ms. Kaminski asked what happens if the ballroom sales the property or changes the type of business. Dr. Randle said they would have to come back because the purpose is different than what they originally requested. Ms. Danziger said they would have to reapply for the liquor license and at that time it would come back to the school district. Dr. Randle said they are required to notify the district and if we did not approve, they would have to indicate that on the application. They still could be approved even without our support. Ms. Kaminski said she feels they should have studied the location with it being close to the schools. Mr. Steenbergen said they did, both are outside the 1,000 foot distance. Ms. Kaminski asked why they require the district's approval. Dr. Randle said the ballroom actually touches portions of the campus, like the baseball field, not the actual school building.

10. B-14 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors

Ms. Roberts asked if we have only received two requests for support. Dr. Randle said yes.

10. B-15 Consider approval of change order #1 for pipe repairs for Pink Elementary School

Ms. Roberts asked if this was the same school they went into an agreement with the City of Richmond or is this different. Mr. Steenbergen said that was the water for Williams Elementary.

10. B-17 Consider approval of Fort Bend County Municipal Utility District No. 142 agreements and fees for Bentley Elementary School

Ms. Roberts asked if this MUD is in that subdivision. Dr. Randle said yes, it is the Westheimer Lakes MUD.

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10. B-20 **Consider approval of design development for the Terry High School baseball complex renovations**

Mr. Schneider from PBK presented the design development.

Dr. Harrell asked who they met with for the needs of the complex. Mr. Schneider said they meet with Coach Teykl and his baseball and softball staff along with Mr. Rice, Mr. Hoyt, and Dr. Wehring.

Ms. Gonzales asked where the funds are coming from for Phase 2 and 3. Mr. McKeever said from the maintenance side they are looking at funds from within the budget.

Dr. Harrell asked what the estimated timeline is for the four Phases. Mr. Hoyt said the intent is for Phase 1 to be completed before baseball season starts at the end of January. The concession building could take longer and they see this continuing into baseball season. Dr. Harrell asked if there are already crews working, and if there was other money available could the project be completed sooner. Mr. Hoyt said they would look and could possibly have two contractors going at once.

Mr. Steenbergen asked if it is possible to have numbers available on Thursday. Mr. Schneider said yes.

Dr. Harrell asked if there is anything the coaches expressed interest in that is not included in this plan. Mr. Schneider said there was a discussion of locker rooms similar to what Lamar included.

Ms. Kaminski said it sounds like we are trying to piece everything together and do a little at a time, she agrees that all the other facilities are a lot better and this is one of the worst ones. She wondered if moneywise if it was cheaper to bulldoze down and start completely over. Mr. Schneider said he could bring numbers on Thursday.

10. C GOAL: PERSONNEL

10. C-1 **Consider approval of appraisal calendar for the 2016-2017 school year**

Ms. Kaminski asked if it was typical for them to be in school two to three weeks and then start their appraisals. Dr. Bowen said it is, this has been the rule for several years.

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 **Budget Workshop**

Ms. Ludwig presented.

Mr. Steenbergen asked if we have seen any benefits from the resale of some of the 2014 bonds to improve the rate to reduce some debt service cost. Ms. Ludwig said no that is upcoming. She said it will give some relief.

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11. A-6 Transportation Update

Ms. Roberts asked how the district looks right now as far as hiring. Mr. Jones said there are people in training, but they still need several people. Ms. Roberts asked if we are still looking at double routes. Mr. Jones said the goal is to minimize the double routes.

Ms. Kaminski asked about pre-kindergarten and is the program still in place. Mr. Jones said they plan to expand the blue card program to kindergarten. Ms. Kaminski asked about having extra people on the buses. Mr. McKeever said they will follow the same procedures as last year.

11. A-8 Naming of Facilities

Ms. Roberts asked if they are going to move forward with this as an agenda item. Mr. Steenbergen said no it will be done at the next bond election and there will be a process in place to let everyone participate in this. Ms. Roberts asked if a formal notice will be sent to those who did want to name other facilities. Mr. Rockwood said seven individuals submitted nominations during the process and they can go back and let them know it is the board's pleasure to post phone until the next bond election.

Ms. Kaminski asked if there is anything in policy about the process for naming facilities. Mr. Rockwood said CW (LOCAL) is the policy but does not have specifics on the process, they can update this policy.

11. A-9 Local option exemption for taxpayers age 65 or older or disabled

Ms. Danziger clarified if they are asking for another break in addition to the 65 and older exemption. Ms. Ludwig said yes and we have never had a local option exemption.

Ms. Kaminski asked if this will be a decrease to the general fund. Mr. Steenbergen said this would be about a million dollar decrease.

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. Reassignment of professional personnel (Information)
 - e. Mid-year Superintendent Evaluation
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

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Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.

- a. Any item listed on the agenda
- b. Discuss pending, threatened, or potential litigation, including school finance litigation

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

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:06 p.m.

12. A-1(a) Approval of personnel recommendations for employment of professional personnel

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

Employed

Auffant, Monica	TBD	Assistant Principal George Junior High
Flemming, Carolyn	TBD	Assistant Principal George Junior High
Jackson, Keonta	TBD	Assistant Director, Assessment and Compliance Special Education
Nelson, Nicole	TBD	Assistant Athletic Director Athletics

ADJOURNMENT

The meeting adjourned at 8:06 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
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 21st day of July 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, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Tyson Harrell	Member
Melisa Roberts	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
Linda Lane	Interim Executive Director of Elementary Education
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

A moment of silence was observed and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

a. Technology Student Association State Winners

Noah Joe from George Ranch High School
Jairon McVea from George Ranch High School
Courtney Le from George Ranch High School
Rachel Frary from George Ranch High School
Sydney Wilson from George Ranch High School
George El-Achkar from Reading Jr. High School
Garrett Mickelson from Reading Jr. High School
Avery Nycum from Reading Jr. High School
Eric Lockett from Reading Jr. High
Noah Jaskoiski from George Ranch High School
Ann Marie Jeremiassen from George Ranch High School
Arturo Rodriguez from George Ranch High School
Abigail Myers from Lamar Consolidated High School
Junaid Ahmed from Lamar Consolidated High School
Victoria Nelson from Lamar Consolidated High School
Jacob Bowman from Lamar Consolidated High School
Anthony Lentini from Lamar Consolidated High School

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:

Monica Auffant, assistant principal, George Junior High
Yunghee Choi, associate principal, Williams Elementary
Crystal Coronel, assistant principal, Terry High
Derek Johnk, assistant principal, Terry High
Carolyn Flemming, assistant principal, George Junior High
Theresa Gage, assistant principal, Hutchison Elementary
Katrina Guillory, assistant principal, Reading Jr. High
Keonta Jackson, assistant director, assessment and compliance, special education
Sharyn Kitto, assistant principal, Leaman Jr. High
Nichole Nelson, assistant athletic director

5. AUDIENCE TO PATRONS

Mr. Richard Eubanks addressed the Board about the over 65 and disabled exemption option asking for an increase in the reduction for these taxpayers in LCISD.

Ms. Dora Olivo mentioned this is the first meeting after the charges were dismissed against Ms. Gonzales and many members in the community are grateful for this outcome. She hopes the Board can move forward for the sake of the children in the district.

Father Lee Flores addressed the Board about the problems the Board has had. He begged them to find peace and work out the issues for the sake of the students in the District.

Mr. Brandon Schrecengost wanted to introduce the Board to a group that has recently formed in the District, the Lamar parents for advanced studies organization. They are on a mission to encourage and support the GT and advanced placement students in the District.

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Mr. Joe Greenwell addressed the Board about the practice pools and they are considering putting in diving boards, but said no one has seen the design schematics.

Ms. Rachael Alvarado expressed her pleasure of the outcome of the dismissal of the charges of the false and damaging accusations made by other board members. She feels these false claims should have never been made. She feels it is evident to everyone they were bent on destroying the reputation of three prominent Hispanic leaders. She said it is time for them to be censured, resign, and apologize for the pain and suffering they caused for their actions.

6. APPROVAL OF MINUTES

A. JUNE 14, 2016 REGULAR BOARD MEETING

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the minutes of June 14, 2016 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met and reported the status of projects going on throughout the District.

Ms. Danziger reported that the Technology Committee did not meet but she reported the status of projects going on throughout the District. She reported the status of the GROW Project and announced that graduation will be on August 19th. She attended the Masonic dedication at Fulshear High School.

Ms. Gonzales reported the Finance Committee met and received specific information about the reappraisal of properties due to the flooding.

Mr. Steenbergen reported the Policy Committee met and reviewed Localized Policy Manual Update 104. He attended along with other members of the Board the Summer Leadership Institute.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

9. PUBLIC HEARING – PROPOSED APPLICATION FOR OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)

President Steenbergen opened the public hearing at 7:46 p.m. Leslie Haack presented information on the Optional Flexible School Day Program (OFSDP). The meeting was opened for questions and answers. There being no discussion, the public hearing closed at 7:49 p.m.

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ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A- 1 – 10. A- 5; 10. B-1 – 10. B-5; 10. B-7 – 10. B-10; 10. B-15 – 10. B-19; 10. B-21 – 10. B-26; and 10. C-1 – 10. C-2

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval of Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center

Approved the Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2016-2017 school year, and authorized the Superintendent to execute the agreement. (See inserted pages 11-A – 11-F.)

10. A-2 Approval of Interagency Program Agreement between Lamar CISD and Richmond State Supported Living Center (RSSLC)

Approved the Interagency Program Agreement between Lamar CISD and the Richmond State Supported Living Center (RSSLC) for the 2016-2017 school year, and authorized the Superintendent to execute the agreement. (See inserted pages 11-G – 11-L.)

10. A-3 Approval for renewal of an optional flexible school day program

Approved a continuation of the Optional Flexible School Day Program (OFSDP) that was established jointly between our high schools and 1621 Place. (See inserted pages 11-M – 11-X.)

10. A-4 Approval of the 2016-2017 and 2017-2018 agreement for sports medicine services between Lamar CISD and Memorial Hermann Health System

Approved the agreement for sports medicine services between Lamar CISD and Memorial Hermann Health System (MHHS) for the 2016-2017 and 2017-2018 school years. (See inserted pages 11-Y – 11-EE.)

10. A-5 Approval of the 2016-2017 agreement for Prevention Services

Approved the Memorandum of Understanding (MOU) for a Prevention Specialist to provide evidence-based substance use prevention activities at selected campuses for the 2016-2017 school year, and authorized the Superintendent to execute the MOU. (See inserted pages 11-FF – 11-GG.)

10. B GOAL: PLANNING

10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending May 31, 2016. (See inserted pages 11- HH – 11-MM.)

10. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

10. B-3 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted pages 12-A – 12-B.)

10. B-4 Approval of Lamar CISD Investment Policy

Reviewed and approved the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A). (See inserted page 12-C.)

10. B-5 Approval of amendment to contract for school resource officers

Approved Amendment 5 to add one additional officer and renewed the contract with the City of Rosenberg Police Department for school resource officers to service the Lamar CISD schools for the 2016-2017 school year, and authorized the Superintendent to finalize the contract. (See inserted page 12-D.)

10. B-7 Approval of cafeteria meal price increases for 2016-2017

Approved increasing meal prices for the 2016-2017 school year.

10. B-8 Approval of Interlocal Agreement with Region 20 Education Service Center for the TEXAS 20 Purchasing Cooperative

Approved an Interlocal Agreement with Region 20 Education Service Center (ESC 20) for the TEXAS 20 Purchasing Cooperative and authorized the Board President to execute the agreement and the Superintendent to execute the participation commitment. (See inserted pages 12-E – 12-I.)

10. B-9 Approval of donations to the district, including, but not limited to:

- a. Campbell Elementary School
- b. Frost Elementary School
- c. George Ranch High School

Approved donations to the District.

10. B-10 Approval of Board Policy - Second Reading

- a. Localized Policy Manual Update 104**
- b. DNA (LOCAL) Performance Appraisal - Evaluation of teachers**
- c. DNB (LOCAL) Performance Appraisal - Evaluation of other professional employees**

Approved the second reading of Localized Policy Manual Update 104, DNA (LOCAL) Performance Appraisal – Evaluation of teachers, and DNB (LOCAL) Performance Appraisal – Evaluation of other professional employees. (See inserted pages 12-J – 12-U.)

10. B-15 Approval of change order #1 for pipe repairs for Pink Elementary School

Approved change order #1 to Phil's Plumbing for the pipe repairs at Pink Elementary School in the amount of \$13,832, and authorized the Board President to execute the change order.

10. B-16 Approval of CenterPoint Energy gas development fees for Bentley Elementary School

Approved CenterPoint Energy's gas development fees for Bentley Elementary School in the amount of \$50,786.60.

10. B-17 Approval of Fort Bend County Municipal Utility District No. 142 agreements and fees for Bentley Elementary School

Approved the Application, Commitment Letter, Service Agreement and Rate Order of the Fort Bend MUD No. 142 for Bentley Elementary School and approve the payment in the amount of \$314,644.93 for the tap fees. (See inserted pages 13-A – 13-L.)

10. B-18 Approval of CenterPoint Energy terms and conditions for Lindsey Elementary School

Approved the CenterPoint Energy terms and conditions package for the installation of underground electric service to Lindsey Elementary School and authorized the Board President to execute the agreement. (See inserted pages 13-M – 13-EE.)

10. B-19 Approval of the procurement method for District-wide access control system

Approved the procurement method and authorized the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the District-wide access control system

10. B-21 Approval of Texas Education Agency Code Compliance Review for the new Agriculture Facility #2

Approved Winning Way Services for Texas Education Agency Code Compliance Review for the new Agricultural Facility #2 in the amount of \$2,325. (See inserted pages 13-FF – 13-II.)

10. B-22 Approval of third party review and inspection for the new Agricultural Facility #2

Approved Winning Way Services for third party review and inspection for the new Agricultural Facility #2 in the amount of \$1,350. (See inserted pages 13-JJ – 13-MM.)

10. B-23 Approval of water and waste water service connection fee and rate order with Fort Bend County Municipal Utility District No. 142 for the new Agricultural Facility #2

Approved a water and waste water agreement with Fort Bend County Municipal District (MUD) No. 142 for the new Agricultural Facility #2 in the amount of \$43,638.23 and authorized the Board President to execute the agreement.

Minutes of Regular Board Meeting July 21, 2016 – page 14

10. B-24 Approval of professional surveying services for the current support services facility

Approved Charlie Kalkomey Surveying, Inc. for professional surveying services for the current support services facility in the amount of \$16,000 and authorized the Board President to execute the agreement. (See inserted pages 14-A – 14-D.)

10. B-25 Approval of move contractor for Fulshear High and Leaman Junior High

Approved A-Rocket Moving and Storage, Inc. as the movers for Fulshear High School and Leaman Junior High in the amount of \$2,984.

10. B-26 Approval of student accident insurance for Lamar CISD

Approved the Fidelity Security Life Insurance Company proposal presented by Greater East Texas Insurance Agency. This bid will be awarded for one year with four automatic renewal year options.

10. C GOAL: PERSONNEL

10. C-1 Approval of appraisal calendar for the 2016-2017 school year

Approved the appraisal calendars for the 2016 - 2017 school year as presented.

10. C-2 Approval of new appraisers for teaching staff, 2016-2017 school year

Approved the 2016 – 2017 appraiser(s) who have recently become certified or are new to Lamar CISD.

10. B GOAL: PLANNING

10. B-6 Discussion and action on resolution authorizing the reappraisal of flood/disaster area property within Lamar CISD

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the resolution authorizing the reappraisal of flood/disaster area property within Lamar CISD.

Ms. Roberts asked for a recap on the current effect this will have on the budget. Ms. Ludwig said about a \$3.1 million impact on the general fund and about \$1 million on the debt service fund. She said these numbers could be higher or lower. There is about \$150K in state funding that would be impacted as well. She also said there could be a tax rate increase if they have to increase the I&S rate of the tax rate. Ms. Ludwig said the reappraisal is for the 2016 values and people may not be finished with the repairs before January 1, 2017, which is the assessment date for the 2017 values. Therefore, this could be a two year impact.

Ms. Kaminski said it was her understanding that some of the property will not go back to the original. Ms. Ludwig said that is her understanding as well.

The motion carried unanimously. (See inserted pages 14-E – 14-F.)

10. B-11 Discussion of wine and beer permit at convenience store near school district property

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the wine and beer permit at a convenience store near school district property.

Ms. Kaminski asked why they are voting if this is not in the 1,000' zone. Mr. Steenbergen said this is on the edge of the property not next to the school itself.

Voting in favor of the motion: Ms. Danziger, Mr. Steenbergen, Ms. Gonzales, Ms. Roberts, and Dr. Harrell

Voting in opposition: Ms. Kaminski

The motion carried.

10. B-12 Discussion of wine and beer permit at ballroom near school district property

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the wine and beer permit at a ballroom near school district property.

Ms. Kaminski said if this group sells the building or changed the operations, they would have to come back to the school district for a new wine and beer permit.

Voting in favor of the motion: Ms. Danziger, Mr. Steenbergen, Ms. Gonzales, Ms. Roberts, and Dr. Harrell

Voting in opposition: Ms. Kaminski

The motion carried.

10. B-13 Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2016 Texas Association of School Boards (TASB) Fall Convention

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees designate Kay Danziger as the delegate and James Steenbergen as the alternate to the 2016 Texas Association of School Board fall convention. The motion carried unanimously.

10. B-14 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors

No action taken.

10. B-20 Consider approval of design development for the Terry High School baseball complex renovations

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the design development for the Terry High School baseball complex renovations, as presented by PBK architects.

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Ms. Kaminski asked if it is necessary to do all the building of the concession stands and modifying the front stuff first instead of actually working on the fields that the kids are playing on. Mr. Hoyt said they will be working on the dugouts and backstops in Phase 1. There is some work on the fields that the maintenance department will work on this fall before the season begins. Ms. Kaminski asked why the drainage was being left for last. Mr. Hoyt said it is in Phase 2 and maintenance will handle it out of the general fund.

Mr. Steenbergen asked if they had figures for the full four phases. Mr. Hoyt said they need to move forward with the approval for Phase 1. Phase 2 and 3 and new bleachers is roughly \$1.2 and \$1.5 million in addition to the \$975K currently budgeted.

Dr. Harrell asked if they could do all the work at once to save time and money. Mr. Hoyt said they do not know if it would save time, they are working on trying to find the right balance of work.

Ms. Roberts asked if we were over budget before the project started. Mr. Hoyt said the scope of work included what is needed and wanted, but with a budget you have to work on the priorities. The scope of work is estimated higher than the budget, the major piece they will do an alternate is the paving. The goal is to stay within the budget. Mr. Hoyt said they are approving the project scope. Dr. Randle said the Board will have an opportunity to vote on the actual budget, they are approving just the design at this point.

The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Budget Workshop

11. A-2 Tax Collection Report

11. A-3 Payments for Construction Projects

11. A-4 Region 4 Maintenance and Operations Update

11. A-5 Bond Update

a. 2011

b. 2014

11. A-6 Transportation Update

11. A-7 Projects funded by 2011 available bond funds

11. A-8 Naming of Facilities

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11. A-9 Local option exemption for taxpayers age 65 or older or disabled

Ms. Roberts feels the Board owes it to the patrons to address this item. She would have considered this prior to the flood, unfortunately, since they are already going to be short this is not something she would consider now.

11. A-10 Advise Texas Program

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. Reassignment of professional personnel (Information)
 - e. Mid-year Superintendent Evaluation
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 8:16 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:47 p.m.

11. A-1(a) Approval of personnel recommendations for employment of professional personnel

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve personnel as presented with addendum. The motion carried unanimously.

Employed

Momanyi, Judith

TBD

Assistant Principal
George Ranch High

FUTURE AGENDA ITEMS

Discussion of HB4 regarding the PreK program and funding

Update on HeadStart Kendleton

Discussion and action of THS Baseball and Softball – cost of all phases and financial support

ADJOURNMENT

The meeting adjourned at 8:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 4th day of August 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, Mr. James Steenbergen, at 1:05 p.m.

Members Present:

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

Members Absent:

Anna Gonzales	Member
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
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BUSINESS TRANSACTED

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

2. ACTION ITEMS

2. A GOAL: PLANNING

2. A-1 Governance Team (Board and Superintendent) Team Building and Self-Assessment

Ms. Kay Douglas, Board Development Consultant for the Texas Association of School Boards (TASB), presented the workshop on team building and self-assessment.

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

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 3:50 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 4th day of August 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 5:00 p.m.

Members Present:

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

Members Absent:

Frank Torres Member

Others Present:

Thomas Randle Superintendent
Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer
Linda Lane Interim Executive Director of Elementary Education
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. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. AUDIENCE TO PATRONS

None

4. ACTION ITEMS

4. A GOAL: PLANNING

4. A-1 Budget Update

a. 2016 – 2017 Budget Update

Ms. Jill Ludwig, Chief Financial Officer, provided an update on the 2016 – 2017 budget with the following agenda:

- 2016 – 2017 Budget Updates for:
 - General Fund
 - Debt Service Fund
 - Child Nutrition Fund
- Truth-in-Taxation Requirements
 - Vote on Date of Meeting to Discuss Budget and Tax Rate
 - Vote on Tax Rate to be published

Ms. Gonzales arrived at 5:06 p.m.

b. Approval of Date for Public Meeting to Discuss Budget and Proposed Tax Rate

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve August 18, 2016 as the date for the public meeting to discuss budget and the proposed tax rate. The motion carried unanimously.

c. Approval of Proposed Tax Rate that will be Published in the Notice for the Public Meeting

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to discuss budget and proposed tax rate.

M & O:	\$1.04005 per \$100 valuation
I & S:	\$0.35 per \$100 valuation
Total Tax Rate:	\$1.39005 (same as current rate)

The motion carried unanimously.

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.

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- a. Consider employment of Principal for Pink Elementary School
 - b. Approval of personnel recommendations for employment of professional personnel
 - c. Employment of professional personnel (Information)
 - d. Employee resignations and retirements (Information)
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 5:19 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 5:24 p.m.

5. A-1(a) Employment of Principal for Pink Elementary School

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees approve Tiffany Foster as the Principal of Pink Elementary School. The motion carried unanimously.

5. A-1(b) Approval of Personnel Recommendations or Employment of Professional Personnel

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve personnel as presented with addendum. The motion carried unanimously.

Employed

Cuellar, Christopher TBD Assistant Principal George Ranch High

ADJOURNMENT

The meeting adjourned at 5:25 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

CONSIDER ADOPTION OF 2016-17 BUDGETS

RECOMMENDATION:

That the Board of Trustees consider adoption of the 2016-17 General Operating, Food Service, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$247,162,205.*
Food Service Fund	\$ 13,511,350.
Debt Service Fund	\$ 52,148,533.

*Amount subject to change as final calculations are ongoing.

IMPACT/RATIONALE:

The budgets will be presented at the Public Hearing of August 18, 2016. Budget approval is requested at the function level instead of the line item or object level.

PROGRAM DESCRIPTION:

The Texas Education Code requires school districts to prepare a budget by August 20th each year. The Texas Education Agency further requires that the budget be adopted by the Board of Trustees by August 31st of each year. Prior to adoption, notice must be given, in a newspaper published within the District, of a meeting ten (10) days prior to the date of the meeting to allow any taxpayer of the District to attend and address the Board of Trustees regarding the proposed budget. These requirements have been met.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER ADOPTION, BY ORDINANCE, THE 2016 TAX RATE
FOR THE 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider adoption, by ordinance, the 2016 tax rate.

IMPACT/RATIONALE:

A tax rate of \$1.39005 (per \$100 valuation) is needed to fund the 2016-17 General Fund and Debt Service Fund budgets that are being presented to the Board of Trustees on August 18, 2016. This rate is the same as the current 2015 tax rate.

The Maintenance and Operations tax rate will be \$1.04005 per one hundred dollars of valuation, and the Debt Service tax rate will be \$0.35000 per one hundred dollars of valuation.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

ORDINANCE SETTING TAX RATE

FOR THE TAX YEAR 2016 (SCHOOL YEAR 2016-17)

Date: August 18, 2016

On this day, we, the Board of Trustees of the Lamar Consolidated Independent School District, hereby levy or set the tax rate for the District for the tax year 2016 at a total tax rate of \$1.39005 per \$100 valuation, to be assessed and collected by the duly specified assessor and collector as follows:

\$1.04005 for the purpose of maintenance and operations, and

\$0.35000 for the purpose of payment of principal, interest, and related costs on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

IN CERTIFICATION THEREOF:

Signed: _____
President

Attest: _____
Secretary

Seal:

**CONSIDER APPROVAL OF 2016 TAX YEAR APPRAISAL ROLL
AND NEW PROPERTY VALUE**

RECOMMENDATION:

That the Board of Trustees consider approval of the following documents submitted by Patsy Schultz, PCC, Fort Bend County Tax Assessor/Collector:

2016 Tax Year Value of New Property
2016 Tax Year Certified Appraisal Roll Totals

PROGRAM DESCRIPTION:

Patsy Schultz, PCC, Fort Bend County Tax Assessor/Collector, requested that the above documents be recorded in the official minutes of the Lamar Consolidated Independent School District. A copy of the letter from Ms. Schultz requesting the receipt of information, as well as copies of the documents, is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: patsy.schultz@fortbendcountytexas.gov
www.fortbendcountytexas.gov

SUBMISSION OF 2016 TAX YEAR APPRAISAL ROLL AND NEW PROPERTY VALUE

I, Patsy Schultz, Tax Assessor Collector for Lamar CISD submit the following information from the 2016 Certified Appraisal Roll for your review:

- Taxable Value of New Property is \$ 741,945,308
- Appraised Value of All Properties is \$18,224,614,526
- Taxable Value of All Properties is \$14,157,423,753

Please record receipt of the above information into the minutes of your next meeting.


Patsy Schultz, PCC
Fort Bend County Tax Assessor/Collector


Date



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

Appraisal Review Board Fort Bend County, Texas

Order Approving Appraisal Records

After review of the appraisal records of the Fort Bend Central Appraisal District and hearing and determining all taxpayer protests and taxing unit challenges which were properly brought after the Appraisal Review Board in accordance with the Texas Property Tax Code, the Board, with a quorum present, has determined that the appraisal records should be approved as changed by Board orders duly filed with the Chief Appraiser.

It is therefore ordered that the appraisal records as changed are approved and constitute the appraisal roll for the Fort Bend Central Appraisal District for the tax year 2016.

The approved appraisal records are attached to the Order and are incorporated herein by reference the same as if fully copied and set forth as length.

Total Value for S01 LAMAR CISD

Total Market Value	<u>\$18,224,614,526</u>
Total Assessed Value	<u>\$15,350,906,904</u>
Total Net Taxable Value	<u>\$14,157,423,753</u>
Freeze Adjusted Taxable	<u>\$12,674,596,046</u>

Signed this 27th day of July, 2016

Thomas DeMont
Appraisal Review Board Chairman
Fort Bend County, Texas

Rita Garrett
Appraisal Review Board Secretary
Fort Bend County, Texas



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

**The State of Texas
County of Fort Bend**

Certification Statement:

"I, Glen Whitehead, Chief Appraiser for the Fort Bend Central Appraisal District, solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value which, to the best of my knowledge and belief, was determined as required by law." The value of all property in,

S01 LAMAR Cisd

as shown by the certified appraisal roll for 2016, after being submitted to and approved by the appraisal review board is:

Total Market Value	<u>\$18,224,614,526</u>
Total Assessed Value	<u>\$15,350,906,904</u>
Freeze Adjusted Taxable	<u>\$12,674,596,046</u>

Witness my hand, this 27th day of July, 2016

2016 accounts which have not had a 30 period to protest and are not include on the Certified Appraisal Roll or the Under Review Roll Totals

2016 Accounts not certified and not under protest

<u>Total Market</u>	<u>\$132,738,660</u>
<u>Total Taxable</u>	<u>\$52,295,836</u>
<u>Number of accounts</u>	<u>2342</u>

Glen T. Whitehead
Chief Appraiser



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

LIMITING CONDITIONS

The appraised value estimates provided by the district are subject to the following conditions:

1. The appraisals were prepared exclusively for ad valorem tax purposes.
2. The property characteristic data upon which the appraisals are based is assumed to be correct. Exterior inspections of the property appraised were performed as staff resources and time allowed.
3. Validation of sales transactions was attempted through questionnaires to buyer and seller, telephone survey and field review. In the absence of such confirmation, residential and commercial sales data obtained from vendors was considered reliable.
4. I have attached a list of staff providing significant mass appraisal assistance to the person signing this certification.
5. The district's latest ratio study results are available upon request.

List of staff providing significant mass appraisal assistance to the person signing this certification:

Licensed Appraiser	Licensed Appraiser	Licensed Appraiser	Licensed Appraiser
Latisha T. Adidi	Matthew J. Hall	Brittany N. Macon	Katherine A. Stark
Michael L. Applegate	Natasha L. Herrera	John F. Macy	Tara B. Strine
Henry C. Brown	Raymond Herrera	Aleida L. McDaniel	Rodney J. Sury
Tiffany D. Benjebbour	Lori G. Jackson	Georgia L.	Brandon K.
Anna Cariaga	Helen M. Jamail	Moncrief	Thompson
Khek K. Chanthanark	Tracey C. Johnson	Gilbert R. Moreno	Paul A. Torres
Maria G. Charles	Irene M. Klein	Barry P. ODwyer	Barry S. Ustynik
David L. Cryer	William Konesheck	Mehdi Okhowat	Carlos Vasquez
Ryan Deluna	Assadallah	Clarence Perkins	Latonja
Yvonne H. Duran	Koohzad	Donald W. Phillips	Washington
Daniel Flores	Ben A. Kruse	Mala Ravi	Charles Wharton
Louis W. Fredrickson	Damian A. Lee	Gerhard P.	Glen T. Whitehead
Christene R. Garza	LaJuan Lewis-Paris	Schlepphorst	Cliff Wooten
Karen M. Garza	Elizabeth M.	Brandon	
Amanda K. Garcia	Llanes	Schweinler	
		Mark M. Smith	



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

CERTIFICATION OF 2016 APPRAISAL ROLL

FOR S01 LAMAR CISD

"I", Glen T. Whitehead, Chief Appraiser for Fort Bend Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Fort Bend Central Appraisal District which lists property taxable by and constitutes the appraisal roll.

2016 Appraisal Roll:

Total Market Value	<u>\$18,224,614,526</u>
Total Assessed Value	<u>\$15,350,906,904</u>
Total Taxable Value	<u>\$14,157,423,753</u>
Freeze Adjusted Taxable	<u>\$12,674,596,046</u>
Number of Accounts	<u>82209</u>

2016 Accounts not certified and not under protest

<u>Total Market</u>	<u>\$132,738,660</u>
<u>Total Taxable</u>	<u>\$52,295,836</u>
<u>Number of accounts</u>	<u>2342</u>

Handwritten signature of Glen T. Whitehead in black ink.

Glen T. Whitehead
Chief Appraiser

July 27, 2016
Date

Handwritten signature of Patsy Schultz in blue ink.

Received By

8-5-2016
Date



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

Fort Bend County, Texas

Chief Appraisers Reasonable Estimate of Value for Property Under Review as of 2016 Appraisal Roll Certification

On July 27, 2016, the Appraisal Review Board of Fort Bend County, Texas, met to approve the appraisal records for tax year 2016. At the time of certification 95.87% of the roll value was approved leaving 4.13% of the value still under review. Under Section 29.01 of the Texas Property Tax Code the chief appraiser must give a reasonable estimate of value for the properties still under review.

For S01 the district's full certified appraised value is as follows:

Market Value	<u>\$18,224,614,526</u>
Taxable Value	<u>\$14,157,423,753</u>
Freez Taxable	<u>\$12,674,596,046</u>

A reasonable estimate of value for the properties is as follows:

Under Review		Estimated Value	Adjusted For ARB Action
Market value is	<u>\$571,357,650</u>	Market Value	<u>\$514,221,885</u>
Taxable Value is	<u>\$513,554,369</u>	Taxable Value	<u>\$462,198,932</u>
Freeze Adjusted Taxable	<u>\$442,238,053</u>	Freeze Adjusted	<u>\$398,014,248</u>

2016 Accounts not certified and not under protest

<u>Total Market</u>	<u>\$132,738,660</u>
<u>Total Taxable</u>	<u>\$52,295,836</u>
<u>Number of accounts</u>	<u>2342</u>

I, the undersigned, the duly selected chief appraiser of Fort Bend Central Appraisal District, do hereby certify this to be a reasonable estimate of value of the property still under protest for 2016.

Witness my hand, this 27th day of July, 2016.

Glen T. Whitehead
Chief Appraiser

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2016 As of: Certification

S01 - Lamar CISD (ARB Approved Totals)

Number of Properties: 82209

Land Totals

Land - Homesite	(+)	\$2,017,879,303		
Land - Non Homesite	(+)	\$1,520,592,082		
Land - Ag Market	(+)	\$1,567,630,800		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$5,106,102,185	(+)	\$5,106,102,185

Improvement Totals

Improvements - Homesite	(+)	\$8,421,848,022		
Improvements - Non Homesite	(+)	\$3,442,780,763		
Total Improvements	(=)	\$11,864,628,785	(+)	\$11,864,628,785

Other Totals

Personal Property (3595)		\$1,226,211,206	(+)	\$1,226,211,206
Minerals (3946)		\$27,650,750	(+)	\$27,650,750
Autos (1)		\$21,600	(+)	\$21,600
Total Market Value			(=)	\$18,224,614,526
Total Homestead Cap Adjustment (11129)				(-) \$137,305,080
Total Exempt Property (7241)				(-) \$1,203,670,452

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$1,567,630,800		
Ag Use (3882)	(-)	\$34,898,710		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$1,532,732,090	(-)	\$1,532,732,090
Total Assessed			(=)	\$15,350,906,904

Exemptions

(HS Assd 8,262,476,244)

(HS) Homestead Local (33375)	(+)	\$0		
(HS) Homestead State (33375)	(+)	\$809,782,603		
(O65) Over 65 Local (7789)	(+)	\$0		
(O65) Over 65 State (7789)	(+)	\$75,312,779		
(DP) Disabled Persons Local (699)	(+)	\$0		
(DP) Disabled Persons State (699)	(+)	\$6,486,115		
(DV) Disabled Vet (622)	(+)	\$6,219,911		
(DVX/MAS) Disabled Vet 100% (295)	(+)	\$60,050,235		
(PRO) Prorated Exempt Property (64)	(+)	\$1,989,143		
(PC) Pollution Control (6)	(+)	\$192,063,410		
(SOL) Solar (3)	(+)	\$56,320		
(HT) Historical (4)	(+)	\$13,042,215		
(AUTO) Lease Vehicles Ex (41)	(+)	\$676,500		
(FP) Freeport (20)	(+)	\$27,746,540		
(HB366) House Bill 366 (481)	(+)	\$57,380		
Total Exemptions	(=)	\$1,193,483,151	(-)	\$1,193,483,151
Net Taxable (Before Freeze)			(=)	\$14,157,423,753

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2016 As of: Certification

**** O65 Freeze Totals

Freeze Assessed	\$1,662,001,614
Freeze Taxable	\$1,391,464,423
Freeze Ceiling (7191)	\$13,857,176.26

**** O65 Transfer Totals

Transfer Assessed	\$18,810,350
Transfer Taxable	\$16,759,350
Post-Percent Taxable	\$12,593,300
Transfer Adjustment (59)	\$4,166,050

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment) (=) \$12,761,793,280

*** DP Freeze Totals

Freeze Assessed	\$114,085,505
Freeze Taxable	\$86,958,510
Freeze Ceiling (669)	\$919,339.81

*** DP Transfer Totals

Transfer Assessed	\$1,302,310
Transfer Taxable	\$1,197,310
Post-Percent Taxable	\$958,586
Transfer Adjustment (3)	\$238,724

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment) (=) \$12,674,596,046

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2016 As of: Certification

S01 - Lamar CISD (Under ARB Review Totals)

Number of Properties: 2172

Land Totals

Land - Homesite	(+)	\$95,773,112		
Land - Non Homesite	(+)	\$22,998,478		
Land - Ag Market	(+)	\$17,260,870		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$136,032,460	(+)	\$136,032,460

Improvement Totals

Improvements - Homesite	(+)	\$369,697,835		
Improvements - Non Homesite	(+)	\$12,135,065		
Total Improvements	(=)	\$381,832,900	(+)	\$381,832,900

Other Totals

Personal Property (67)		\$52,245,950	(+)	\$52,245,950
Minerals (361)		\$1,246,340	(+)	\$1,246,340
Autos (0)		\$0	(+)	\$0
Total Market Value			(=)	\$571,357,650
Total Homestead Cap Adjustment (453)				(-) \$10,498,025
Total Exempt Property (5)				(-) \$16,550

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$17,260,870		
Ag Use (21)	(-)	\$174,810		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$17,086,060	(-)	\$17,086,060
Total Assessed			(=)	\$543,757,015

Exemptions

			(HS Assd	388,288,402)
(HS) Homestead Local (1098)	(+)	\$0		
(HS) Homestead State (1098)	(+)	\$26,978,049		
(O65) Over 65 Local (244)	(+)	\$0		
(O65) Over 65 State (244)	(+)	\$2,411,667		
(DP) Disabled Persons Local (9)	(+)	\$0		
(DP) Disabled Persons State (9)	(+)	\$90,000		
(DV) Disabled Vet (10)	(+)	\$97,000		
(PC) Pollution Control (1)	(+)	\$623,950		
(HB366) House Bill 366 (13)	(+)	\$1,980		
Total Exemptions	(=)	\$30,202,646	(-)	\$30,202,646
Net Taxable (Before Freeze)			(=)	\$513,554,369

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2016 As of: Certification

**** O65 Freeze Totals

Freeze Assessed	\$77,219,640
Freeze Taxable	\$69,355,304
Freeze Ceiling (226)	\$694,956.45

**** O65 Transfer Totals

Transfer Assessed	\$706,350
Transfer Taxable	\$618,850
Post-Percent Taxable	\$429,768
Transfer Adjustment (3)	\$189,082

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment) (=) \$444,009,983

*** DP Freeze Totals

Freeze Assessed	\$2,086,930
Freeze Taxable	\$1,771,930
Freeze Ceiling (9)	\$19,425.17

*** DP Transfer Totals

Transfer Assessed	\$0
Transfer Taxable	\$0
Post-Percent Taxable	\$0
Transfer Adjustment (0)	\$0

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment) (=) \$442,238,053

Effective Tax Rate Report

TaxYear: 2016

Taxing Units: S01 - Lamar CISD

FT. BEND CENTRAL APPRAISAL DISTRICT

NEW EXEMPTIONS:

	COUNT	2015 ABSOLUTE EX VALUES	2016 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	387	\$784,986	
NEW HS EXEMPTIONS	2,954		\$35,881,398
NEW PRO EXEMPTIONS	26		\$11,910
NEW OA EXEMPTIONS	704		\$4,203,651
NEW DP EXEMPTIONS	32		\$158,729
NEW DV1 EXEMPTIONS	13		\$90,500
NEW DV2 EXEMPTIONS	13		\$102,000
NEW DV3 EXEMPTIONS	19		\$200,000
NEW DV4 EXEMPTIONS	48		\$591,460
NEW DVX EXEMPTIONS	20		\$1,964,593
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	1		\$623,950

ABSOLUTE EX TOTAL		\$784,986
PARTIAL EX TOTAL	(+)	\$43,828,191
2015 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2016	(=)	\$44,613,177

NEW ANNEXED PROPERTY:

	COUNT	APPRAISED VALUE	TAXABLE VALUE
NEWLY ANNEXED PROPERTY	0	\$0	\$0
IMPROVEMENT SEGMENTS	0	\$0	
LAND SEGMENTS	0	\$0	
MINERAL	0	\$0	
OTHER	0	\$0	

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:		\$0
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Effective Tax Rate Report

TaxYear: 2016

Taxing Units: S01 - Lamar CUSD

FT. BEND CENTRAL APPRAISAL DISTRICT

NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT	43
2015 MARKET	\$9,244,328
2016 USE	(-) \$198,400
VALUE LOST DUE TO AG APPLICATIONS:	(=) \$9,045,928 (\$9,045,928 Taxable)

NEW IMPROVEMENTS:

	COUNT	TOTAL APPRAISED VALUE ¹	NEW CURRENT TAXABLE ²
NEW IMPROVEMENTS	2,803	\$777,534,916	\$597,603,870
RESIDENTIAL	2,754	\$680,256,546	\$541,619,659
COMMERCIAL	47	\$97,278,370	\$55,984,211
OTHER	2	\$0	\$0
NEW ADDITIONS	172	\$119,515,270	\$15,318,861
RESIDENTIAL	158	\$36,046,090	\$9,284,876
COMMERCIAL	11	\$83,469,180	\$6,033,985
OTHER	3	\$0	\$0
PERCENT COMPLETION CHANGED	836	\$284,773,652	\$112,173,177
TOTAL NEW PERSONAL VALUE	52	\$0	\$16,849,400
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0
TOTALS:		\$1,181,823,838	\$741,945,308

Effective Tax Rate Report

TaxYear: 2016

Taxing Units: S01 - Lamar CISD

FT. BEND CENTRAL APPRAISAL DISTRICT

2015 TOTAL TAXABLE (EXCLUDES UNDER PROTEST)	\$13,293,112,526
2015 OA DP FROZEN TAXABLE	\$1,293,821,631
2015 TAX RATE	1.3901
2015 OA DP TAX CEILING	\$13,789,933
2016 CERTIFIED TAXABLE	\$14,157,423,753
2016 TAXABLE UNDER PROTEST	\$513,554,369
2016 OA FROZEN TAXABLE	\$1,391,464,423
2016 DP FROZEN TAXABLE	\$86,958,510
2016 TRANSFERRED OA FROZEN TAXABLE	\$4,166,050
2016 TRANSFERRED DP FROZEN TAXABLE	\$238,724
2016 OA FROZEN TAXABLE UNDER PROTEST	\$69,355,304
2016 DP FROZEN TAXABLE UNDER PROTEST	\$1,771,930
2016 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST	\$618,850
2016 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST	\$0
2016 APPRAISED VALUE	\$15,894,663,919
2016 OA DP TAX CEILING	\$15,490,898

1. Includes all land and other improvements of properties with new improvement values.
2. Includes only new improvement value.

Effective Tax Rate Report

TaxYear: 2016

Taxing Units: S01 - Lamar CISD

FT. BEND CENTRAL APPRAISAL DISTRICT

2015 total taxable value. 1. \$13,293,112,526

2015 tax ceilings. 2a. \$1,293,821,631

2015 total adopted tax rate. 4. 1.390050
a. 2015 M&O tax rate. a. 1.040050
b. 2015 I&S tax rate. +b. 0.350000

2015 taxable value of property in territory deannexed after Jan. 1, 2015. 7. \$0

2015 taxable value lost because property first qualified for an exemption in 2016.

a. Absolute exemptions. 8. \$44,613,177
b. Partial exemptions. a. \$784,986
+b. \$43,828,191

2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. 9. \$9,045,928

a. 2015 market value. a. \$9,244,328
b. 2016 productivity or special appraisal value. -b. \$198,400

2016 certified taxable. \$14,157,423,753

2016 tax ceilings. 17a. \$1,482,397,939

Total 2016 taxable value of properties in territory annexed after Jan. 1, 2015. 19. \$0

Total 2016 taxable value of new improvements and new personal property located in new improvements. 20. \$741,945,308

* 2015 Values as of Supplement 14.

**CONSIDER APPROVAL OF THE CERTIFICATION OF 2016 TAX YEAR
ANTICIPATED COLLECTION RATE**

RECOMMENDATION:

That the Board of Trustees consider approval of the anticipated tax collection rate of 100% for the 2016 tax year.

PROGRAM DESCRIPTION:

The Texas Property Tax Code requires that the tax assessor/collector certify the anticipated tax collection rate for the upcoming year. Patsy Schultz, PCC, has certified the rate for the 2016 tax year to be 100%. A copy of her letter certifying this rate is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: patsy.schultz@fortbendcountytexas.gov
www.fortbendcountytexas.gov

CERTIFICATION OF 2016 TAX YEAR ANTICIPATED COLLECTION RATE

I, Patsy Schultz, Tax Assessor Collector for
Lamar CISD

Certify that the anticipated tax collection rate for 2016 tax year for
Lamar CISD is estimated at 100%.

Please record this certification into the minutes of your next governing body meeting.

Patsy Schultz, PCC
Fort Bend County Tax Assessor/Collector

Date

**CONSIDER APPROVAL OF RESOLUTION FOR COMMITMENT
OF FUND BALANCE AS OF AUGUST 31, 2016**

RECOMMENDATION:

That the Board of Trustees approve a Resolution for the Commitment of Fund Balance, established according to the District’s fund balance policy and in compliance with GASB 54.

IMPACT/RATIONALE:

The Governmental Accounting Standards Board (GASB) issues compliance guidelines for financial reporting. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)*, prescribes the categories and terminology used to describe the components of fund balance. Commitments and Assignments are a part of total fund balance. GASB 54 requires that the Board of Trustees formally *commit* fund balance reserves reflected in the financial statements. The Board previously delegated the authority to *assign* other fund balance reserves to the Superintendent or Chief Financial Officer.

PROGRAM DESCRIPTION:

Committed Fund Balance includes amounts constrained by the Board for a specific purpose (major maintenance fund, future land purchases, construction projects, reserves for self-funded insurance programs, etc.). Official action must be taken by the Board of Trustees to “commit” fund balance. This authority cannot be delegated. Also, formal action is needed to impose additional commitments, or modify/remove existing commitments.

The attached Resolution proposes that the following commitments are made to the fund balance of the General Fund:

- Reserves for Self-Insurance
 - Health Plan – funds as needed to cover Plan deficits
 - Workers Compensation Plan – funds as needed to cover Plan deficits
- Reserve for Food Service Program - \$500,000
- Reserve for Future Land Purchases to accommodate growth - \$1,000,000
- Reserve for Transfer to Debt Service Fund for tax rate control - \$500,000

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

RESOLUTION FOR COMMITMENT OF FUND BALANCE AS OF AUGUST 31, 2016

**STATE OF TEXAS
COUNTY OF FORT BEND**

The Board of Trustees of the Lamar Consolidated Independent School District (“the District”) being convened in Regular Session within the boundaries of the Lamar Consolidated Independent School District, on the 18th day of August, 2016, designates the Superintendent or Chief Financial Officer the responsibility for assigning outstanding encumbrances as of year-end from the unassigned fund balance and hereby resolves, orders, and directs that the Lamar Consolidated Independent School District commit the following portions of its August 31, 2016 General Fund unassigned fund balance as follows:

BE IT RESOLVED, the District commits an amount to cover any outstanding deficits reflected in the Internal Service Funds for self-insured health or worker’s compensation.

BE IT RESOLVED, the District commits \$500,000 for any unforeseen deficits in the Food Service Fund.

BE IT RESOLVED, the District commits \$1,000,000 for the purchase of land to accommodate growth.

BE IT RESOLVED, the District commits an amount of up to \$500,000 to be transferred to the Debt Service Fund of the District to support an I&S tax rate of \$0.35 per \$100 valuation for the 2016 tax year.

James Steenbergen, President
Lamar CISD Board of Trustees

Attest:

Kay Danziger, Secretary
Lamar CISD Board of Trustees

CONSIDER APPROVAL OF 2016-2017 COMPENSATION PLAN

RECOMMENDATION:

That the Board of Trustees consider approval of the 2016-2017 Compensation Plan, as presented.

IMPACT/RATIONALE:

Funds will be included in the 2016-2017 budget, as per direction from the Board of Trustees, for each classification of employee outlined in the plan. The Compensation Plan reflects salary information for the 2016-2017 school year.

PROGRAM DESCRIPTION:

Each year the administration prepares the Compensation Plan for approval by the Board of Trustees. This plan represents all pay information including salary supplements and substitute pay.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
TEACHERS**

Base Salary Range

10 - Month Salary Range Minimum: \$52,300

10 - Month Salary Range Maximum: \$75,000

Continuing teachers will receive a \$1,250 increase for 2016-17.

Master's Degree Stipend: \$1,000

Teachers with a Doctorate will receive the Master's Degree Stipend.

Teachers and related staff will be paid annual salaries within the pay range.

Salaries are determined on an individual basis based on each person's creditable years of experience and credentials.

Annual salaries are adjusted for work periods longer than 10 months.

Salary advancement is based on an annual pay raise budget approved by the Board of Trustees and cannot be predicted beyond one year.

This schedule applies to Counselors, Family Support Specialists, Speech Therapists, High School Registrars, Diagnosticians, ROTC Instructors, Nurses, Librarians, Orientation and Mobility Specialists, G/T Facilitators, Accelerated Language Program Facilitators, Physical Therapists, Occupational Therapists, Instructional Coaches, Instructional Coordinators-Campus, Instructional Facilitators -Special Education, Intervention Specialists, Dyslexia Specialists, Testing Coordinators, Assistive Technology Specialists Early Childhood Curriculum & Family Engagement Specialist and ARD Specialists.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
1	Athletic Grounds Coordinator Buyer, Purchasing HOME Instructor, Project LEARN Parent Education Specialist, Project LEARN	Daily	\$197.19	\$240.48	\$283.76
2	Asst. Purchasing/Materials Manager Bus Discipline Supervisor Capital Assets/Textbook Accountant Food Service Dietician/Menu Planner Manager/Graphic Arts/Communications Specialist Router/Scheduler, Transportation Speech-Language Pathology Assistant Staff Accountant Student Accounting Specialist Parent Educator - Campus	Daily	\$226.77	\$276.55	\$326.33
3	Asst Director, Finance Asst Director, Food Service Budget Analyst - State and Federal Programs Communications Coordinator Coordinator, Project LEARN Executive Director - L.E.A.F. Facilitator, College Career Facilitator, Parent Involvement Fleet Services Manager Multimedia Specialist/Videographer Personnel Specialist, Auxiliary Personnel Specialist, Elementary Pool Manager Routing Coordinator, Special Education Student Assessment Specialist Substance Abuse Specialist Technology Development Specialist Transportation Site Manager	Daily	\$256.25	\$312.49	\$368.74
4	Asst Director, Operations Asst Director, Transportation Asst Principal, ES Campus Instructional Technology Specialist Energy Coordinator Recruiter, Human Resources	Daily	\$274.44	\$334.68	\$394.93

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
	Technology Development Specialist Tite I Special Projects Coordinator Web Developer				
5		Daily	\$288.85	\$352.26	\$415.67
	Asst Principal, MS Behavior/Autism Specialist Coordinator for Student Achievement & Data Interpretation Instructional Coordinator, Admin. Manager of Special Projects, Technology Server/Storage Systems Engineer Programmer/Analyst Special Education Compliance Coordinator Staff Development Coordinator				
6		Daily	\$311.05	\$372.51	\$433.98
	Administrator for Truancy/Dropout Prevention Administrator, Student Accounting Asst Director, Assessment and Compliance Asst Director, Special Programs Asst Principal, HS Asst Principal, JH Asst Principal, Special Sites Director, Federal Programs Director, Information Services Director, Network Services Director, Special Projects Director, Technology Development Director, Technology Integration Payroll Manager				
7		Daily	\$358.48	\$429.32	\$500.16
	Assoc Principal, HS Asst Director, Employee Services & Risk Management Asst Director, Staffing & Records Management Budget & Treasury Officer Director, Advanced Studies Director, Bilingual/ESL Curriculum & Instructional Director, Fine Arts Early Childhood Principal Principal, ES Purchasing/Materials Manager				

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
8	Asst Athletic Director Campus Coordinator/Head Football Coach Director, Career and Technology Director, Research/Accountability Director, Student Support Services Principal, ALC (DAEP) Principal, JH Principal, MS	Daily	\$382.69	\$458.30	\$533.92
9	Director, Athletics Director, Finance Director, Food Service Director, Transportation	Daily	\$417.70	\$497.26	\$576.82
10	Director, Special Programs Operations Administrator Principal, HS	Daily	\$451.12	\$537.05	\$622.97
11	Executive Director, Community Relations Executive Director, Elementary Ed Executive Director, Secondary Ed Academic Administrator	Daily	\$501.24	\$596.71	\$692.18
12	Chief Financial Officer Chief Human Resources Officer Chief Technology Information Officer	Daily	\$541.34	\$644.45	\$747.57

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
1	Aide, Bilingual/ESL Aide, Compensatory Aide, Instructional Aide, LRC Aide, Physical Education Aide, Pre-Kindergarten Aide, Project LEARN Aide, Special Assignment Class Aide, Title I Clerk, Elementary/Secondary Clerk, Monitor (2.5 hour) Clerk, Transportation	Hourly	\$10.69	\$13.36	\$16.03
2	Aide, ALC/Special Sites Aide, Computer Assistance Aide, Credit Restoration Aide, IBC Aide, In-School Suspension Aide, Intake (ALC) Aide, Keyboarding Aide, Life Skills Aide, OT/PT Aide, PASS Aide, PPCD Aide, SILC/PASS Aide, SIP Aide, Sp Ed Behavior Specialist Aide, Sp Ed Resource Clerk Monitor (8 hour) Choir, Assistant/Accompanist Clerk, Special Education Coordinator Receptionist, Campus	Hourly	\$11.24	\$14.06	\$16.87
3	Activity Reconciliation Clerk, Athletics Admin Asst, Sp Ed SS Aide, Bilingual Assessment Aide, Lead Behavior Specialist Clerk, Athletic Office Clerk, Registrar Clerk, SEMS Project LEARN Parent Engagement & Literacy Specialist Receptionist, Central Office Water Safety Instructor	Hourly	\$11.92	\$14.90	\$17.88

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
4	Admin Asst, Asst Principal (HS, JH) Admin Asst, Counselor Admin Asst, Federal Programs Coordinator Admin Asst, Project LEARN Admin. Asst, Student Support Svcs/At Risk Attendance Aide, Braille & Tactual Materials Specialist Aide, Liaison for At-Risk/Attendance Clerk, Accounting Clerk, Attendance HS Clerk, Attendance JH Clerk, Food Service-Accounting Data Specialist, Sp Ed/Assessment District Translator Technician, HR/Employee Benefits	Hourly	\$13.24	\$16.54	\$19.86
5	Admin Asst, Associate Principal HS Admin Asst, Coordinator of Staff Development Admin Asst, Director Advanced Studies Admin Asst, Director Bilingual/ESL Admin Asst, Director of CTE Admin Asst, Director Fine Arts Admin Asst, Director of Research and Accountability Admin Asst, Payroll Transportation Admin Asst, Technology Integragion and Development Clerk, Accounts Payable Clerk, Food Service-Free & Reduced Clerk, Human Resources Clerk, Maintenance and Operations Data Technician PEIMS Specialist -Special Education Purchasing Assistant SHARS/Medicaid Specialist	Hourly	\$15.76	\$19.70	\$23.62
6	Admin Asst, Director of Athletics Admin Asst, Director of Finance Admin Asst, Director of Food Service Admin Asst, Director of Maintenance & Operations Admin Asst, Director of Transportation Admin Asst, Principal (ALC, ES, ECC, MS, JH) Admin Asst, Special Sites Clerk, Employee Management System Clerk, Instructional Coordinator - Admin Clerk, Payroll Compliance/Reporting Clerk, Payroll Leaves and Absences	Hourly	\$16.54	\$20.67	\$24.81

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
	Clerk, Payroll (Part-Time) HR Specialist Specialist, FFE & Purchasing				
7	Admin Asst, Administrator for Operations Admin Asst, Director of Sp Ed Admin Asst, Principal HS Deaf Interpreter LVN/Teacher Aide Specialist, Accounting Federal/Special Programs	Hourly	\$18.98	\$23.15	\$27.33
8	Admin Asst, Academic Administrator Admin Asst, Chief Financial Officer Admin Asst, Chief Human Resources Officer Admin Asst, Chief Technology Information Officer Admin Asst, Exec Dir of Community Relations Admin Asst, Exec Dir of Elementary Ed Admin Asst, Exec Dir of Secondary Ed Buyer, Purchasing Coordinator, Accounts Payable/Cash Management Payroll Specialist Specialist, Employee Benefits	Hourly	\$20.32	\$24.78	\$29.24
9	Admin Asst, Superintendent & Board of Trustees	Hourly	\$26.41	\$32.21	\$38.01

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
TECHNICAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
11	Specialist, Graphic Arts	Hourly	\$11.80	\$14.13	\$16.46
12	Mail Center Supervisor Printer Specialist, Computer Publications	Hourly	\$13.74	\$16.46	\$19.19
13	Technician, Print Production	Hourly	\$15.97	\$19.14	\$22.30
14	AV Technical Specialist Computer Operator 2 Computer Publications Specialist, Lead Data Assessment Specialist Help Desk Technician PC Technician II PC Technician, Service Lead Printer, Lead	Hourly	\$20.29	\$24.30	\$28.32
15	Certified Occupational Therapist Assistant LVN (Campus) Network Technician Technical Services Manager	Hourly	\$27.40	\$32.81	\$38.23

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
MANUAL TRADES**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
1	Culinary Helper Custodian, Day (Secondary) Custodian, Night Custodian, Rotating Crew Laundry Worker	Hourly	\$10.30	\$12.56	\$14.83
2	Aide, Bus Custodian, Lead I Delivery Driver Laundry Worker, Sr Specialist 1, Culinary Traffic Control Monitor Warehouse Driver I	Hourly	\$11.23	\$13.42	\$15.61
3	Athletic Field Technician Custodian, Lead II Floor Care Technician General Maintenance Tech Lawn Works Tech Manager In Training, Food Service Mechanic Assistant Warehouse Receiving Clerk	Hourly	\$12.60	\$15.10	\$17.58
4	Athletic Grounds Crew Leader Custodian, Lead III Floor Crew Machine Tech Laundry Worker, Lead Lawn Works Lead Lawn Works Tech Sr Mechanic I, Transportation Playground Tech IV Pool Technician Warehouse Assistant - FS	Hourly	\$14.41	\$17.30	\$20.19
5	Custodian, Lead IV Lawn Works Mechanic Maintenance Technician	Hourly	\$15.26	\$18.61	\$21.96

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN
MANUAL TRADES**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
	Manager I, Food Service Manager, Food Service Warehouse Parts Manager, Transportation Planner/Scheduler Preventive Maintenance Tech Preventive Maintenance Specialist, Transp				
6		Hourly	\$17.89	\$21.82	\$25.74
	Bus Operations Specialist Concession Stand Manager Food Service Maintenance Tech M&O Buyer/Inventory Control Maintenance Technician, Sr Manager II, Food Service Manager, Integrated Pest Mechanic II, Transportation Supervisor, Planner/Scheduler Training and Safety Coordinator				
7		Hourly	\$21.47	\$26.19	\$30.91
	Custodial Supervisor Food Service Coordinator Security Officer/Certified Peace Officer				
8		Hourly	\$23.83	\$29.06	\$34.29
	Energy Technician Specialist Lead Mechanic - Transportation Supervisor, Grounds Supervisor, Maintenance Supervisor, Warehouse				
99		Hourly	\$17.26	\$20.16	\$23.06
	Dispatcher, Transportation Bus Driver				

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	EXTRA DAYS	STIPEND
Department Chairpersons - Math, Reading, English, Social Studies, Science, Special Education		
Senior High		1,650
Junior High		1,650
Choral Music		
Senior High	2	4,950
Senior High Assistant		2,750
Junior High		2,750
Junior High Assistant		1,650
Instrumental Music		
Director, High School	20	4,950
Asst. Director, High School	18	3,300
Director, Junior High School	12	3,300
Asst. Director, Junior High School	10	2,750
Asst. Director, Middle School	7	2,750
Speech and Debate		
Senior High		3,300
Junior High		880
Asst. Speech/Debate High School		550
Theater		
Senior High		3,300
Senior High, Asst		1,650
Junior High		1,100
Newspaper and Yearbook		
Senior High, Newspaper		1,320
Senior High, Yearbook		1,650
Junior High, Newspaper		440
Junior High, Yearbook		440
Student Activity Sponsors		
Senior High, Dance Team	10	3,740
Senior High, Dance Team Asst.		1,980
Senior High, Cheerleader		3,740
Senior High, Cheerleader (JV)		1,100
		1,320 (2 squads)
Senior High, Student Council		1,100
Junior High, Cheerleader		1,100
Junior High, Student Council		550
University Interscholastic League - Senior High		440 per event
UIL Coordinator - High School and Junior High School		440
Elementary UIL District Coordinator		1,000
Elementary UIL Zone Director		300

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	EXTRA DAYS	STIPEND
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Student Activity Sponsors		
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Elementary UIL Coordinator		200
District Sponsored Activities		440
Academic Decathlon/Science Olympiad/Star Challenge - High School		1,100
Special Olympics, Head Coach		1,320 per sport (3)
Special Olympics, Asst. Coach		1,100 per sport (3)
High School Leadership		1,100 1 per HS

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	STIPEND
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Other Supplemental Pay

Lead Nurse	5,500 / Year
Superintendent's Secretary - Board Meeting	4,950 / Year
Bilingual Certified Teachers, PK-5 Bilingual Program	3,850 / Year
Bilingual ESL Lead Teacher - Bilingual Campus	3,850 / Year
Accelerated Language Program Facilitators	3,850 / Year
Speech Therapist with Certificate of Clinical Competence (CCC)	3,300 / Year
GROW/POLARIS Project	2,500 / Year
Diag/LSSP	2,420 / Year
Lead Speech Language - Pathologist	2,420 / Year
Lead Diagnostician	2,420 / Year
Lead LSSP	2,420 / Year
Occupational Therapist	2,420 / Year
Physical Therapist	2,420 / Year
Speech - Language Pathologist	2,420 / Year
Speech Therapist with State Board License	2,200 / Year
Lead Speech Path, Supervision Stipend	2,200 / Year
Counselor	2,200 / Year
Registrar	2,200 / Year
Nurse	2,200 / Year
Family Support Specialist	2,200 / Year
ESL Certified Teachers, PK-5 Dual Language Program	1,650 / Year
ESL Lead Teacher - ESL Campus	1,650 / Year
Speech Therapist with TEA Certification	1,100 / Year
Speech Therapy Assistant Supervision Stipend	1,100 / Year
After School Detention	25.00 / Hour
Bus Driver Certification	Regular Rate
Common Threads Manager	25.00 / Hour
Curriculum Writing	25.00 / Hour
Extended Day Program	25.00 / Hour
In-Home Training (Certified Teachers)	25.00 / Hour
New Teacher Mentors	25.00 / Hour
Night School Administrator	35.00 / Hour
Night School Teacher	25.00 / Hour
Plato Lab	25.00 / Hour
Project LEARN Early Childhood Aide (Part-time)	10.00 / Hour
Project LEARN Nurse	25.00 / Hour
Project LEARN Teacher (Part-time) Bachelor's Degree	25.00 / Hour
SAT/PSAT	25.00 / Hour
Saturday Clock Hours - Administrators	35.00 / Hour
Saturday Clock Hours - Teachers	25.00 / Hour

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	STIPEND
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Other Supplemental Pay

Summer School Aides/Clerks	13.00 / Hour
Summer School Bus Aide	Regular Rate
Summer School Bus Driver	Regular Rate
Summer School Counselor/Social Worker	25.00 / Hour
Summer School Food Service	Position Rate
Summer School Nurses	30.00 / Hour
Summer School Principal	35.00 / Hour
Summer School Teacher	25.00 / Hour
Testing Facilitator	25.00 / Hour
Testing Proctor (Exempt Staff)	25.00 / Hour
Tutor (Part-time)	25.00 / Hour
Tutorials	25.00 / Hour
YMCA Gym Supervisor	25.00 / Hour

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	EXTRA DAYS	STIPEND
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ATHLETIC STIPENDS - HIGH SCHOOL

Football

Offensive/Defensive Coordinator	15	4,400
Special Teams Coordinator	13	4,400
Varsity Assistant	12	4,400
JV Head	12	3,300
JV Assistant	12	2,640
Sophomore Head	12	2,640
Sophomore Assistant	12	2,420
Freshman Head	12	3,190
Freshman Assistant	12	2,200

Basketball - Boys

Varsity	8	4,400
JV	8	2,750
Sophomore		1,980
Freshman		1,980

Basketball - Girls

Varsity	8	4,400
JV	8	2,750
Freshman		1,980

Volleyball

Varsity	10	3,300
JV	10	1,980
Freshman	10	1,650

Track (Boys & Girls)

Varsity Head	2	3,850
Varsity Asst.	2	2,310
JV Head		1,980
Freshman Head		1,870

Cross Country (Boys & Girls)

Varsity	5	2,200
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Tennis (Boys & Girls)

Varsity	5	4,950
JV	5	3,300
Freshman		1,980

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	EXTRA DAYS	STIPEND
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ATHLETIC STIPENDS - HIGH SCHOOL

Golf

Varsity		4,950
Asst.		1,980

Baseball

Varsity Head	2	3,850
Varsity Asst.	2	2,200
JV		1,980
Sophomore		1,980
Freshman		1,980

Swimming

Varsity	8	3,850
Asst. (If number of participants exceed 45)		1,980
District - Diving	8	3,850

Soccer (Boys & Girls)

Varsity	2	3,850
Asst.	2	2,200

Softball

Varsity	2	3,850
Asst.	2	2,200
JV		1,980
Freshman		1,980

Trainer

Head	15	5,500
Asst.	14	4,400

Wrestling

Varsity		3,850
Asst. (Prior Approval Required)		1,980

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	EXTRA DAYS	STIPEND
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ATHLETIC STIPENDS - JUNIOR HIGH SCHOOL

Campus Coordinator

Coordinator	14	3,300
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Football

Head 8th grade	14	1,980
Asst. 8th grade	5	1,760
Head 7th grade	5	1,760
Asst. 7th grade	5	1,650

Basketball (Boys & Girls)

Head 8th grade		1,540
Asst. 8th grade		1,320
Head 7th grade		1,320
Asst. 7th grade		1,320

Volleyball

Head 8th grade		1,320
Asst. 8th grade		1,210
Head 7th grade		1,210
Asst. 7th grade		1,210

Track (Boys & Girls)

Head 8th grade		1,320
Asst. 8th grade		1,210
Head 7th grade		1,210
Asst. 7th grade		1,210

Tennis (Boys & Girls)

Head		1,320
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**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

ATHLETIC EVENTS/CONCESSION STAND

FOOTBALL - Home & Visitor	Varsity	HS Sub-Varsity/JH	Play-Off/UIIL Events	Tournament
Banker	\$60	N/A	\$65	N/A
Ticket Seller - Regular	\$40	\$33+\$10/hr after 4 hrs	\$45	N/A
Ticket Seller - Extended	\$50	N/A	\$55	N/A
Ticket Taker/Gate Keeper	\$40	N/A	\$45	N/A
Extend. Ticket Taker/Gate Keeper	\$45	N/A	\$50	N/A
Pass Gate Supervisor	\$50	N/A	\$55	N/A
Press Box Supervisor	\$60	N/A	\$55	N/A
Announcer	\$60	N/A	\$65	N/A
Spotter	\$50	N/A	\$55	N/A
Traylor Stadium Manager	\$110	N/A	\$125	N/A
Ticket Sales Manager	\$110	N/A	\$125	N/A
Parking Supervisor	\$75	N/A	\$80	N/A
Parking Monitors	\$50	N/A	\$55	N/A
Parking Security	\$45	N/A	\$50	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
Event Supervisor	N/A	N/A	\$100	N/A
Assistant Event Supervisor	N/A	N/A	\$75	N/A
VOLLEYBALL	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$15/game	\$10/game	\$20/game	N/A
Scorebook	\$15/game	\$10/game	\$20/game	N/A
Libero Tracker	\$15/game	\$10/game	\$20/game	N/A
Event Supervisor	N/A	N/A	\$60/game	N/A
Assistant Supervisor	N/A	N/A	\$40/game	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
BASKETBALL	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$15/game	\$10/game	\$30/game	\$10/game
Scorebook	\$15/game	\$10/game	\$30/game	\$10/game
Announcer	N/A	N/A	\$30/game	N/A
Event Supervisor	N/A	N/A	\$100	N/A
Assistant Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

ATHLETIC EVENTS/CONCESSION STAND

SWIMMING/DIVING	Invitationals	District	Regionals	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	N/A
Meet Referee	\$50	\$75	\$100	N/A
Officials (Hy-Tek/Judge)	\$35	\$35	\$50	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
Event Supervisor	N/A	N/A	\$60	N/A
WRESTLING	Varsity	HS Sub-Varsity	Campus Play-Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$25/session	\$25/session	N/A	\$50/day
Event Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
SOCCER	Varsity	HS Sub-Varsity	Campus Play-Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$30	\$20	\$30	N/A
Event Supervisor	N/A	N/A	\$30/game	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
SOFTBALL / BASEBALL	Varsity	HS Sub-Varsity	Campus Play-Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Scoreboard	\$15/game	\$10/game	\$30/game	N/A
Event Supervisor	N/A	N/A	\$60/game	N/A
Assistant Event Supervisor	N/A	N/A	\$40/game	N/A
Athletic Trainer	N/A	N/A	\$25/hr	N/A
Field Prep	N/A	N/A	\$100	N/A
TRACK	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIL Events	Tournament
Starter	\$100	\$100	N/A	N/A
Back-up Starter	\$50	\$50	N/A	N/A
Announcer	\$50	\$50	N/A	N/A
Computer Coordinator	\$50	\$50	N/A	N/A
Computer Operator	\$50	\$50	N/A	N/A

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

ATHLETIC EVENTS/CONCESSION STAND

Concession Services	Rates
Worker	\$11/hr all events
Cashier	\$55/event
Assistant Manager	\$15/hr

UIL Game Reports	Rate
(If done by host)	\$75 / Event

Summer Programs	Rates
Camp Directors	\$100-\$150 / Day
Camp Assistant Directors	\$90-\$100 / Day
Camp Instructors	\$50-\$70 / Day
Camp Assistant Instructors	\$40-\$50 / Day
Natatorium Director	\$200 / Day

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	RATE
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FINE ARTS/MARCHING CONTEST	Per 4-hour shift, unless otherwise noted
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Ticket Seller	\$40 / Hour
Announcer	\$60 / Event
Band Monitor	\$15 / Band
Bus Parking Monitor	\$50 / Event
Clock/Scoreboard	\$50 / Event
Contest Office & Tabulations	\$45 / Event
Extend. Ticket Taker/Gate Keeper	\$45 / Event
Field Coordinator	\$60 / Event
Judge's Assistant	\$40 / Event
Loading Gate Monitor	\$50 / Event
Monitor Trainer & Bus Check In	\$50 / Event
Parking Monitors	\$50 / Event
Parking Security	\$45 / Event
Parking Supervisor	\$75 / Event
Pass Gate Supervisor	\$50 / Event
Pit Warm Up Monitor	\$50 / Event
Security	\$40 / Hour
Tabulations	\$40 / Event
Ticket Taker/Gate Keeper	\$40 / Event
Track Monitor	\$50 / Event

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	RATE
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SUBSTITUTE - TEACHERS, ADMINISTRATORS, AND PARAPROFESSIONALS

Substitute Teachers

Certified	\$103 / Day
Substitute Nurse, RN	\$103 / Day
Degreed	\$93 / Day
Substitute Nurse, LVN	\$93 / Day
Certified Long-term degreed/ Nurse RN (Ten or more consecutive days as a substitute for the same classroom teacher as approved by the Chief Human Resource Officer)	\$160 / Day
Long-term degreed/ Nurse LVN (Ten or more consecutive days as a substitute for the same classroom teacher as approved by the Chief Human Resources Officer)	\$119 / Day
Non-Degreed	\$83 / Day
Long-term Non-Degreed	
Less than 30 hours	\$83 / Day
30-59 hours	\$88 / Day
60+ hours	\$93 / Day

Substitute Administrator

Elementary/Secondary	One half of Daily Rate of Last Employment but no less than \$164.50
Secondary	Additional \$35.00 per day for extended day activities.
Interim Administrative Assignments	Rate determined based upon position

Substitute Clerks/Aides

Degreed and Non-degreed	\$83 / Day
Substitute Crossing Guard	\$8.25 / Hour
Substitute Cafeteria Monitor	\$7.25 / Hour
Substitute Food Service	\$7.25 / Hour

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 COMPENSATION PLAN**

POSITION	HOURLY RATE
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PART TIME EMPLOYEES

High School Student	\$7.25
College Student	\$7.50
Minimum hours per semester - 12	
(Documentation required for each year year of college standing)	
Life Guards	
W.S.I.	\$7.50-\$8.75
Water Safety	\$7.25-\$8.50
Pool Supervisor	\$15.00
Swimming Instruction - W.S.I. Certified	\$10.00-\$12.00
Swimming Instruction - Private Lessons	\$20.00-\$25.00
Crossing Guard	\$9.00

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 the end products of the accounting process. You will find attached the following reports:

- Ratification of July 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
 Michele Reynolds, CPA, Director of Finance

Recommended for ratification:

Thomas Randle
Dr. Thomas Randle
Superintendent

SCHEDULE OF JULY 2016 DISBURSEMENTS

IMPACT/RATIONALE:

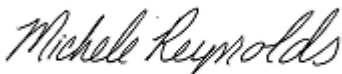
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of July total \$23,650,815 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,565,610
614	Employee Benefits	1,043,484
621	Professional Services	27,338
623	Education Services Center	19,633
624	Contracted Maintenance and Repair Services	517,117
625	Utilities	732,196
626	Rentals and Operating Leases	25,606
629	Miscellaneous Contracted Services	428,051
631	Supplies and Materials for Maintenance and Operations	73,825
632	Textbooks and Other Reading Materials	73,599
633	Testing Materials	75,201
639	General Supplies and Materials	1,712,534
641	Travel and Subsistence -- Employee and Student	97,759
649	Miscellaneous Operating Costs/Fees and Dues	65,340
659	Other Debt Services Fees	750
661	Land Purchase and/or Improvements	11,890
662	Building Purchase, Construction, and/or Improvements	3,467,568
663	Furniture & Equipment - \$5,000 or more per unit cost	697,506
129	Misc. Receivable/Alternative Certification Fees	7,547
211	Accounts Payable	1,950
217	Operating Transfers, Loans and Reimbursements	3,109
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,202
Total		23,650,815

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of July 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 JULY 31, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	136,493,777.00	137,687,796.00	1,194,019.00	100.9%
5800-STATE PROGRAM REVENUES	96,167,598.00	80,104,666.00	(16,062,932.00)	83.3%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,976,118.00	231,118.00	113.2%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
TOTAL- REVENUES	234,406,375.00	220,488,173.00	(13,918,202.00)	94.1%
EXPENDITURES				
6100-PAYROLL COSTS	196,019,071.00	171,152,868.00	24,866,203.00	87.3%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,494,846.00	15,814,861.00	5,679,985.00	73.6%
6300-SUPPLIES AND MATERIALS	14,157,978.00	8,388,992.00	5,768,986.00	59.3%
6400-OTHER OPERATING EXPENDITURES	4,413,401.00	3,330,831.00	1,082,570.00	75.5%
6600-CAPITAL OUTLAY	4,030,616.00	2,742,928.00	1,287,688.00	68.1%
TOTAL-EXPENDITURES	240,115,912.00	201,430,480.00	38,685,432.00	83.9%

**Lamar CISD
Local Investment Pools
as of July 31, 2016**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,715,997.94	0.00	0.00	1,164.50	3,717,162.44
General Account	68,953,822.29	11,707,766.00	20,803,082.30	19,850.02	59,878,356.01
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	420,676.84	1,369,748.97	1,300,000.00	232.97	490,658.78
Workmen's Comp	466,565.21	33,333.33	0.00	152.30	500,050.84
Property Tax	15,272,109.96	649,990.86	0.00	4,900.17	15,927,000.99
Vending Contract Sponsor	476,343.25	0.00	0.00	149.28	476,492.53
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,610,684.92	0.00	0.00	504.76	1,611,189.68
Capital Projects Series 2005	227,795.61	0.00	0.00	71.35	227,866.96
Student Activity Funds	45,962.00	0.00	0.00	14.38	45,976.38
Taylor Ray Donation Account	5,089.51	0.00	0.00	1.56	5,091.07
Capital Projects Series 2007	209,542.14	0.00	0.00	65.66	209,607.80
Common Threads Donation	53,342.06	0.00	0.00	16.71	53,358.77
Debt Service Series 2008	8,912.61	0.00	0.00	2.80	8,915.41
Capital Projects 2012A	2,565,328.22	0.00	37,621.55	799.97	2,528,506.64
Debt Service 2012A	1,494,221.23	0.00	0.00	468.26	1,494,689.49
Debt Service 2012B	237,129.77	0.00	0.00	74.30	237,204.07
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,640,843.12	0.00	0.00	827.53	2,641,670.65
Debt Service 2014B	1,086,786.52	0.00	0.00	340.54	1,087,127.06
Debt Service 2013	200,843.68	0.00	0.00	62.90	200,906.58
Debt Service 2013A	485,678.31	0.00	0.00	152.18	485,830.49
Debt Service 2015	2,492,180.94	0.00	0.00	780.94	2,492,961.88
Capital Projects 2015	12,298,054.60	0.00	2,942,818.72	3,692.75	9,358,928.63
Debt Service 2016A	249,743.56	0.00	0.00	78.27	249,821.83
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,031.30	0.00	0.00	1.57	5,032.87
Workers' Comp	722,350.48	0.00	0.00	224.97	722,575.45
Property Tax Fund	32,226.24	0.00	0.00	10.04	32,236.28
General Fund	2,593,239.57	0.00	0.00	807.64	2,594,047.21
Food Service Fund	90,678.08	0.00	0.00	28.24	90,706.32
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	702.09	0.00	0.00	0.22	702.31
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	384.86	0.00	0.00	0.12	384.98
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.97	0.00	0.00	0.01	42.98
Capital Projects 2014A	821,054.66	0.00	0.00	255.71	821,310.37
Capital Projects 2014B	17.04	0.00	0.00	0.01	17.05
Capital Projects 2015	26,680,260.57	0.00	0.00	8,309.31	26,688,569.88
Debt Service Series 2015	1,888,954.10	0.00	0.00	588.30	1,889,542.40
MBIA Texas CLASS Fund					
General Account	15,410,898.24	0.00	0.00	8,358.41	15,419,256.65
Capital Project Series 1998	908.43	0.00	0.00	0.56	908.99
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	11,093,901.73	0.00	0.00	6,017.03	11,099,918.76
Capital Projects 2015	14,613,867.90	0.00	0.00	7,926.15	14,621,794.05
Debt Service 2015	945,994.51	0.00	0.00	513.09	946,507.60
TEXSTAR					
Capital Projects Series 2007	744.38	0.00	0.00	0.26	744.64
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,352,071.59	0.00	97,902.75	433.51	1,254,602.35
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,706.14	0.00	0.00	0.58	1,706.72
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,519.83	0.00	0.00	1.53	4,521.36
Capital Projects 2014A	139.56	0.00	0.00	0.01	139.57
Capital Projects 2014B	188,168.03	0.00	0.00	61.70	188,229.73
Debt Service 2015	3,306,178.77	0.00	0.00	1,084.19	3,307,262.96
Capital Projects 2015	50,826,697.05	0.00	0.00	16,667.44	50,843,364.49
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,007,490.24	0.00	0.00	383.76	1,007,874.00
Capital Projects Series 2008	141.09	0.00	0.00	0.05	141.14
Capital Projects Series 2012A	465,150.36	0.00	0.00	177.18	465,327.54
Capital Projects Series 2014A	8,341,091.86	0.00	679,535.72	3,077.45	7,664,633.59
Capital Projects Series 2014B	7,334,938.12	0.00	524,644.21	2,711.92	6,813,005.83
Debt Service 2015	1,890,133.34	0.00	0.00	719.96	1,890,853.30
Capital Projects 2015	29,196,912.96	0.00	528,964.30	10,958.11	28,678,906.77
ACCOUNT TYPE			AVG. RATE OF RETURN	CURRENT MONTH EARNINGS	
TEXPOOL ACCOUNT INTEREST			0.36	\$34,404.10	
LONE STAR ACCOUNT INTEREST			0.37	\$10,226.14	
MBIA TEXAS CLASS ACCOUNT INTEREST			0.64	\$22,815.24	
TEXSTAR ACCOUNT INTEREST			0.39	\$18,249.22	
TEXAS TERM/DAILY ACCOUNT INTEREST			0.44	\$18,028.43	
TOTAL CURRENT MONTH EARNINGS					\$103,723.13
EARNINGS 9-01-15 THRU 6-30-16					\$765,062.65
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$868,785.78

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

Since the operating budget for Lamar CISD is adopted at the *functional level*, the proposed amendment requires school board approval because budgeted funds are being *reallocated between functional categories or additional funds are needed*.

PROGRAM DESCRIPTION:

The recommended adjustments move monies between functional categories or add additional funds to ensure legal compliance in budgeting. Legal compliance is achieved when no functional level categories are exceeded.

This budget change is the result of an extensive review of the District's budget position at July 31, 2016 and includes projections for anticipated expenditures during the month of August 2016. It is also intended to take into account year-end closing entries. A draft of the amendment is attached, and the final will be provided to board members at the meeting.

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, Budget and Treasury Officer
Michele Reynolds, CPA, Director of Finance

Recommended for approval:


Dr. Thomas Randle
Superintendent

The Business Office is requesting a budget amendment to adjust all functional categories at year end to ensure compliance with TEA regulations (by avoiding overages at functional level).

Revenues:

199-00	Local Revenues	1,250,000.00
199-00	State Revenues	6,250,000.00

Expenditures:

199-11	Classroom Instruction	7,175,000.00
199-12	Instr. Resources and Media Services	220,000.00
199-13	Curriculum and Instr. Staff Development	(100,000.00)
199-21	Instructional Leadership	125,000.00
199-23	School Leadership	1,500,000.00
199-31	Guidance, Counseling and Evaluation	350,000.00
199-32	Social Work Services	75,000.00
199-33	Health Services	350,000.00
199-34	Student Transportation	2,050,000.00
199-35	Food Services	50,000.00
199-36	Cocurricular/Extracurricular Activities	850,000.00
199-41	General Administration	(150,000.00)
199-51	Plant Maintenance & Operations	(300,000.00)
199-52	Security and Monitoring Services	(50,000.00)
199-53	Data Processing Services	(25,000.00)
199-61	Community Services	(100,000.00)
199-81	Facilities Acquisition and Construction	250,000.00
599-00	Local Revenues	500,000.00
599-00	State Revenues	450,000.00
599-00	Other Sources-Bond Transactions	169,088,191.00
599-00	Other Uses-Bond Transactions	168,216,133.00
599-71	Debt Service	1,450,000.00

CONSIDER APPROVAL OF OFFER TO PURCHASE TAX RESALE PROPERTY

RECOMMENDATION:

That the Board of Trustees approve the bid by Efrain Dimas, Jr. for \$4,000 to acquire the one (1) tax resale property identified below.

IMPACT/RATIONALE:

The tax resale property is described as:

Lot Thirty-Eight (38), Block One (1), Riverside Terrace, Section 1, an addition to the City of Rosenberg, located in Fort Bend County, Texas, and being more particularly described in Volume 405, Page 329 of the Deed Records of Fort Bend County, Texas (Account #7610-01-001-0380-901).

The property is owned by the City of Rosenberg as trustee for itself and for Lamar Consolidated Independent School District and Fort Bend County. In order for the property to be sold for less than the entire amount of taxes and costs owed, the formal approval of all taxing entities is required pursuant to Texas Property Tax Code Section 34.05.

BACKGROUND INFORMATION:

The total judgment amount owed to all taxing entities is \$6,907.69 for tax years 1988 through 2012, and the property was valued \$10,030.00 at the time of Judgment. The proposed distribution after reduction for all costs and post-judgment taxes owed is \$1,177.78. This amount will be distributed among the three taxing entities, of which Lamar CISD and Fort Bend County will receive \$918.67 (78%).

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
512 SOUTH SEVENTH STREET
RICHMOND, TEXAS 77469

(281) 342-9636
FAX: (281) 341-7808

Charles Austin "Chip" Sutton

August 10, 2016

Mr. James Steenbergen, Board President
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

HAND DELIVERED

RE: Bid to Purchase Tax Resale Property

Dear Mr. Steenbergen:

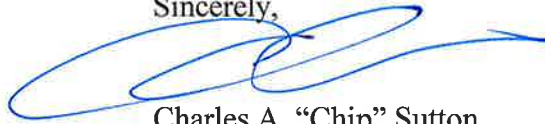
I am forwarding this letter to your attention regarding a tax resale bid that the law firm for the City of Rosenberg has received from Efrain Dimas, Jr. This tax resale bid is for the purchase of a tax resale property owned by the City of Rosenberg as trustee for itself and for Lamar Consolidated Independent School District and Fort Bend County as a result of the failure of the property to sell at the tax sale on the courthouse steps. In order for the property to be sold for less than the entire amount of taxes and costs owed, the formal approval of all taxing entities, including Lamar Consolidated Independent School District, is required pursuant to Texas Property Tax Code Section 34.05. I have enclosed with this letter, a map and photo of the subject property, and a bid analysis and the proposed tax resale deed prepared by the law firm for the City of Rosenberg.

I would respectfully request that this tax resale bid be placed on the agenda of the Lamar Consolidated Independent School District's Board of Trustees' meeting to be held on August 18, 2016. A suggested wording of the agenda items is as follows:

Consider approval of a bid by Efrain Dimas, Jr. to acquire a tax resale property described as: Lot Thirty-Eight (38), Block One (1), Riverside Terrace, Section 1, an addition to the City of Rosenberg, located in Fort Bend County, Texas and being more particularly described in Volume 405, Page 329 of the Deed Records of Fort Bend County, Texas (Account #7610-01-001-0380-901)

Please do not hesitate to contact me if you have any questions, need additional information or would like to meet with me with respect to this or any other matter.

Sincerely,



Charles A. "Chip" Sutton
Attorney at Law

cc: Patsy Schultz, Tax Assessor-Collector
Fort Bend County Tax Office
1317 Eugene Heimann Circle
Richmond, Texas 77469

Bid Analysis

Cause No. 10-DCV-179605
Judgment Date: 02/12/2013

Account No(s). 7610010010380901
Struck Off Date: 07/02/2013

Description:

GEO: 7610010010380901

LOT THIRTY EIGHT (38), BLOCK ONE (1), RIVERSIDE TERRACE, SECTION 1, AN ADDITION TO THE CITY OF ROSENBERG, LOCATED IN FORT BEND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 405, PAGE 329 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS. (ACCOUNT NUMBER 7610-01-001-0380-901)

Bid Amount \$4,000.00

Name of Bidder Efrain Dimas, Jr.

Judgment/ Opening Bid Information

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
City of Rosenberg	1988-2012	\$1,492.63 (22%)
Lamar Consolidated Independent School District, Fort Bend County General Fund And Fort Bend County Drainage District	1988-2012	\$5,415.06 (78%)

Total (7610010010380901)

~~\$6,607.69~~ **\$6,907.69**

TOTAL AMOUNT DUE AT TIME OF TAX SALE:

~~\$6,607.69~~ **\$6,907.69**

Property Value (at time of Judgment)

Account No. 7610010010380901

\$10,030.00

Costs

Court Costs	\$464.00
Publication Fee (PBFCM)	\$181.29
Publication Fee (PBFCM)	\$244.40
Constable Fee & Commission (Constable Constable Rob Cook)	\$410.00
Recording Fee (Struckoff Deed- PBFCM)	\$25.00
Recording Fee (Resale Deed- PBFCM)	\$25.00
Research Fee (PBF)	\$250.00
Ad Litem Fee (PBF)	\$975.00

Total costs: \$2,574.69

Proposed Distribution

Bid Amount \$4,000.00 - Costs \$2,574.69 - Post Jdmt \$247.53 (April, 2016 for 2013 Tax Years)

(ACCOUNT NO. 7610010010380901) Net to Distribute \$1,177.78

City of Rosenberg	\$259.11
Lamar Consolidated Independent School District, Fort Bend County General Fund And Fort Bend County Drainage District	\$918.67

****Please zero out all remaining balances for 1988-2012 tax years.**

**CONSIDER APPROVAL OF VEHICLE PURCHASES
FOR MAINTENANCE AND OPERATIONS**

RECOMMENDATION:

That the Board of Trustees approve the purchase of (3) Ford F-150 trucks from Helfman Ford in the amount of \$68,561.

IMPACT/RATIONALE:

Staff requested pricing from multiple vendors that are on contract with purchasing cooperatives that Lamar CISD is a member of. These vehicles will be used to accommodate the growth in the District in the daily operations by Maintenance and Operations staff. This purchase is funded through current Maintenance and Operations budgeted funds.

Purchases from Helfman Ford are procured under the Fort Bend County Purchasing Interlocal Agreement, Contract 15-028. Authority for such procurements 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.

PROGRAM DESCRIPTION:

These vehicles will be used to accommodate the growth by the Maintenance and Operations staff.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Kevin McKeever, Administrator for Operations
Aaron Morgan, Director of Maintenance
Michele Leach, Purchasing & Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE 2016-2017 AGREEMENT
WITH MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION**

RECOMMENDATION:

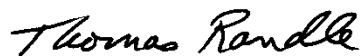
That the Board of Trustees approve the service agreement with Memorial Hermann Benefit Corporation and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

In 2002 the District entered into an agreement with Memorial Hermann to provide a school based health clinic. Memorial Hermann provides the clinic building and staff (nurse practitioner, LVN, social worker, receptionist, and part-time dietitian) for the Lamar Consolidated High School and Terry High School feeder patterns. All services will be free of charge to students in both feeder patterns. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, health education, nutritional counseling, individual and group counseling, case management, and expert medical consultation. The District provides the space and transportation to students when needed.

Resource Person: Valerie Vogt, Academic Administrator
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

Report to Lamar CISD for 2015-16 School Year Services

Memorial Hermann Health Centers for Schools in collaboration with Lamar Consolidated Independent School District provides comprehensive health care services for uninsured, under-insured, and medically underserved students attending the Lamar and Terry feeder schools. Jackson Elementary students are also served by the Lamar Clinic. Services include: medical care- sick visits, immunizations, well child and sports physicals; mental health counseling- individual, family and groups; dental care- exams, cleaning, & restorative procedures; nutrition counseling; and assistance with Medicaid/CHIP applications, free vision exams & glasses, and referrals to specialists if needed. Following is a breakdown of the services provided to the students of the Lamar (Blue) & Terry (Red) tracks by the Lamar and Terry School-Based Clinics during the 2015-16 school year.

Each school year clinic consent forms are sent home with students through their schools. Parents review, complete, and return the forms if they identify that their child may need the services because they do not have any medical insurance or may need the clinic as a back-up plan.

Lamar Track Parents that signed consents for services: 4,414

Terry Track Parents that signed consents for services: 2,411

Medical Services

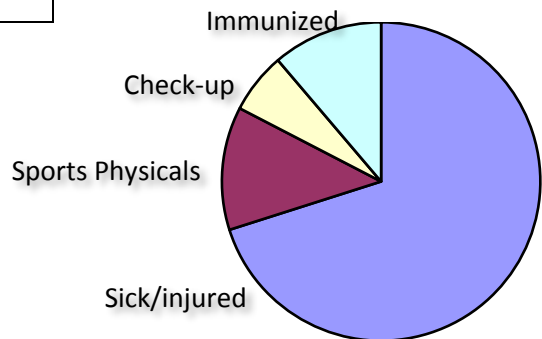
Individual students receiving medical services at Lamar or Terry Clinic: 1,455

Total medical visits at both clinics: 3,913

% of students returning to class after their visit: 92.3%

Breakdown of visits:

Sick or injured	2,665	70%
Sports Physical	474	13%
Well child or teen (check-up)	234	6%
Students Immunized	425	11%



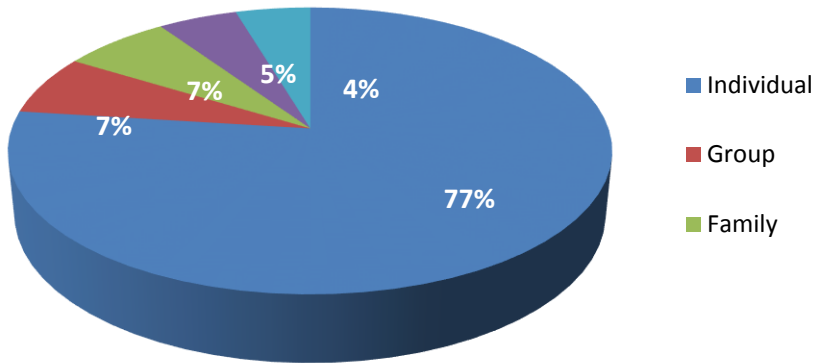
Mental Health Counseling Services

Individual students receiving mental health counseling services at Lamar or Terry Clinic: 173

Total mental health counseling visits at both clinics: 1,355

Breakdown of visits:

Individual counseling	1,043
Group counseling	91
Family counseling	91
Significant Others counseling	67
Risk Assessment	63



Mobile Dental Program Services

of dental visits: 662

of new dental visits: 182

of recall dental visits: 481

dental procedures (cleaning, cavity filled, root canal, tooth extraction): 5,056

Dietitian Services

students receiving dietitian services: 157

Services include: Healthy Eating & Lifestyle Program (HELP) for overweight and obese youth; cholesterol program for children with high triglycerides and/or LDL (bad cholesterol) who do not also have a weight problem; and Other counseling (iron deficiency anemia, sports nutrition, underweight, nutrition evaluation of age and gender, pregnancy nutrition).

New H.A.P.P.Y. Summer Boot Camp

The first 'Healthy Attitudes Promote Positive Youth', or H.A.P.P.Y., Boot Camp for overweight or obese 5th through 9th graders from the Lamar and Terry Health Centers occurred this June and July. Students were established patients with Lamar or Terry Clinic, met Body Mass Index requirements of greater than 95th percentile for obesity or greater than 85th percentile for overweight with an accompanying risk factor, and demonstrated a minimum of 'Contemplation' for Stage of Change. Nineteen youth were enrolled learning that getting fit can be fun, healthy meals and snacks can be yummy, and feeling good about oneself improves overall health. The morning camp lasted 10 days with each day including: 1 hour of exercise with a Certified Fitness Instructor, 45 minutes of nutrition class with a Register Dietitian/Certified Pediatric Weight Management Counselor, and 45 minutes of groups lead by a Licensed Clinical Social Worker. Student health progress was monitored by the medical staff. Heart healthy, low-fat, high protein, complex carbohydrate snacks and lunches were provided as youth were introduced to new foods. Students and parents enthusiastically shared plans to integrate the healthy lifestyle changes learned and continue improving their health and fitness.



2016 H.A.P.P.Y. Summer Boot Camp Students and Staff – Lamar & Terry Health Centers

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE LAMAR CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
(the “Agreement”)**

This Agreement for services is made by and between the Lamar Consolidated Independent School District (“LCISD”), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation (‘Memorial Hermann’) a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the “Center”);

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. In 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic began serving students facing barriers to healthcare at the Lamar feeder pattern schools. (The students and sibling of students attending Jackson Elementary are also served.) In 2012, a similar clinic began serving students at the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinics and mobile dental van
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for clinic staff to have access to the clinic during school holidays
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2016, and continue through August 31, 2017. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation
Attn: Ms. Deborah Ganelin
909 Frostwood, Suite 2.205
Houston, Texas 77024

To LCISD-

Lamar Consolidated Independent School District
Superintendent of Schools
3911 Avenue I
Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

[Signatures are on the following page]

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE TERRY CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
(the “Agreement”)**

This Agreement for services is made by and between the Lamar Consolidated Independent School District (“LCISD”), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation (‘Memorial Hermann’) a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the “Center”);

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. Since 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic has served students facing barriers to healthcare at the Lamar feeder pattern schools. In 2012 Memorial Hermann Health Centers for Schools—Terry Clinic began serving uninsured and Medicaid students, as well as insured students facing barriers to health care within the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site, and families are not billed.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinics and mobile dental van
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for clinic staff to have access to the clinic during school holidays
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2016, and continue through August 31, 2017. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

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Superintendent of Schools
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This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

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Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

[Signatures are on the following page]

**CONSIDER APPROVAL OF DOCUMENTATION AND PROCESS FOR NAMING
SUPERINTENDENT DESIGNEES FOR AUTOMATED TEXAS EDUCATION
AGENCY SECURE ENVIRONMENT (TEASE) USERS**

RECOMMENDATION:

That the Board of Trustees authorize Jill Ludwig, Leslie Haack, and Linda Lane to act as Superintendent designees for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment (TEASE).

IMPACT/RATIONALE:

A recent decision by the Texas Education Agency legal staff implements a new requirement for documenting designee approval. This is a requirement for all applications containing confidential data. The district will be required to apply for grants made available through the Governor's Excellence Award Program – Texas Educators Excellence Grant. The grants are to provide a system of financial incentives to award educators who demonstrate the ability to achieve higher levels of student academic performance.

PROGRAM DESCRIPTION:

Superintendent designees will be made on a calendar year basis and designee accounts will be disabled one calendar year from board approval date (or sooner if a request to revoke a designee account is received in the interim).

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CHILDHOOD CANCER AWARENESS MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 2016 as “Childhood Cancer Awareness Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Families, caregivers, charities, organizations and research groups across the United States observe September as Childhood Cancer Awareness Month. Every year, approximately 16,000 children in the U.S. under the age of 21 are diagnosed with cancer; 1/4 of them will not survive the disease.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent of Schools

Resolution

Whereas, in the United States almost 16,000 children under the age of 21 are diagnosed with cancer every year; approximately one quarter of whom will not survive the disease; and

Whereas, cancer is the leading cause of death by disease among Texas children between infancy and age 19; and

Whereas, an estimated 1,600 children aged 19 and younger in Texas were diagnosed with cancer; and

Whereas, in 2014 more than 200 children died from cancer in Texas before their 20th birthday; and

Whereas, the objective of Childhood Cancer Awareness Month is to put a spotlight on the types of cancer that largely affect children, survivorship issues and help raise funds for research and family support;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September, 2016, as

Childhood Cancer Awareness Month in Lamar CISD

and encourages members of our community to reaffirm their commitment to fighting this terrible disease.

August 18, 2016



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
HISPANIC HERITAGE MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 15 – October 15, 2016 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

September 15 – October 15 was designated by presidential proclamation as the month to celebrate the rich heritage of Hispanic Americans and the many contributions they have made to American culture.

Hispanic Heritage Month begins on September 15, the anniversary of independence for five Latin American countries—Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico declared its independence on September 16 and Chile on September 18.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent of Schools

Resolution

Whereas, September 15 is the Anniversary of Independence Day for five Latin American Countries, and is celebrated as a major cultural event by Hispanics in this country and across the Americas; and

Whereas, it is appropriate at this time to recognize the rich heritage and the significant contributions to American life by persons of Hispanic ancestry; and

Whereas, schools are in a unique position to share an appreciation of Hispanics among children from all races and backgrounds; and

Whereas, Lamar CISD schools commemorate Hispanic Heritage Month with special activities and observances;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 15 – October 15, 2016, as

Hispanic Heritage Month in Lamar CISD

and encourages members of our community to share in this celebration of our diverse American heritage.

August 18, 2016



James Steenbergen, President

Kay Danziger, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.

PROGRAM DESCRIPTION:

The Bridge Fellowship donated \$6,641 to Common Threads.

John and Randolph Foster Band Parents, Inc. donated \$6,400 to purchase vinyl wrap for trailer used to transport band equipment at Foster High School.

Friends of Lamar donated \$4,000 for outdoor classroom and four athletic mats at Lamar Junior High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**DISCUSSION AND POSSIBLE ACTION FOR THE FINAL SCOPE OF WORK
AND BUDGET INCREASE FOR THE
TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

PROGRAM DESCRIPTION:

The Board of Trustees approved the design development of the Terry High baseball complex renovations at the July 2016 regular meeting and requested additional information on performing additional work and potential available funds.

The proposed scope of work and sequence of development is attached and describes the recommended phasing of the work and a listing of additional scope of work that would be added to the project, including expanding the restroom facilities, bleacher replacement, softball field lighting and outfield fencing.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

August 9, 2016

Terry High School Baseball Complex Proposed Scope of Work and Sequence of Development

Background

The Lamar Consolidated ISD Board of Trustees approved the Design Development of the Terry High School baseball complex renovations at the July 2016 regular meeting and requested information on additional scope and cost be presented at the August Board meeting.

The Trustees also requested information from the District Staff on the availability of surplus bond funds that could be used for potential additional scope of work.

Schedule Considerations

The start of the 2016/2017 High School Baseball Season is the end of January 2017 and the construction of the new dugouts, softball bull pen, backstops and netting must be completed before the start of the season. This work is planned to be bid and awarded by the September 2016 Board Meeting to meet the required completion schedule.

The construction of the remaining work is expected to take longer to complete and provisions have been made to allow the ticket/restroom/concessions building to be completed after the season is underway. An alternate bid item for new accessible parking and paving of the public areas would be coordinated with the athletics schedule to allow for safe access during construction.

We have outlined a proposed scope of work to provide additional improvements to the baseball complex and recommend that this work be bid separately from Phase 1. Separating the work into two phases will allow time to complete design of the final scope and to coordinate the work minimizing disruption to the facilities.

Proposed Scope of Work

Phase 1 – Original Scope - First Bid

(Construction Fall 2016 to End of January 2017)

- Two (2) New Softball Dugouts
- New Softball Backstop Masonry Wall with 30' Netting
- New Softball Bull Pen
- Two (2) New Baseball Dugouts
- New Baseball Backstop Masonry Wall with 60' Netting

Maintenance & Operations Scope

- Refurbish existing restroom building plumbing & finishes
- (Construction Fall 2016)
 - This work will provide quality public restroom facilities by the start of the baseball season and will remain useable for athletes and other personnel for the future.
 - Baseball infield and outfield are being evaluated by the Grounds Department to confirm if repairs are required.

Phase 2 – Original Scope - Second Bid
(Construction Spring 2017 to Summer 2017)

- New Concession/Restroom/Ticket Booth Building (Recommend increasing Restroom Fixtures from original 2 to 5 each for Men & Women)
- New HC and Reserve Parking
- New Pedestrian Entry Paving & Fencing
- New Elevated Softball Press Box
- Courtyard Site Paving

Phase 2 – Additional Scope - Second Bid

- Baseball Field Bleacher Replacement w/ new elevated Press Box
- Softball Field Bleacher Replacement
- Softball Field Lighting – Replace wood poles & lamps
- Baseball Outfield Fencing
- Softball Outfield Fencing

Work discussed but not planned in this proposal

- Baseball Field Lighting – Metal poles are existing. Lamp replacement may need to be replaced in future.
- Baseball Field improvements – Condition of field being evaluated

Budget Requirements

2014 Bond Original Budget	\$ 975,000
Phase 2 Additional Scope	<u>\$1,425,000</u>
Revised Total Project Budget	\$2,400,000

The source of available funds for this work is from 2011 Bond surplus funds.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
PRACTICE POOL AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the practice pool at Foster High School in the amount of \$5,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the practice pool at Foster High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

July 15, 2016



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

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
Foster High School – Natatorium Addition
4400 F.M. 723
Richmond, Texas
Terracon Document No. P92165419

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is within the existing Foster High School campus located at 4400 F.M. 723 in Richmond, Texas.
Existing conditions	Based on available aerial photographs, the project site is occupied by an existing school building, athletic fields, and associated pavements at the time of this proposal.
Proposed improvements	A natatorium building with a maximum pool depth of 12½ feet below exiting grade with a footprint area of about 15,700 square feet.
Building construction (assumed)	Steel-frame or masonry-block construction.
Building foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	Within approximately one to two feet above existing grade.
Maximum structural loads (assumed)	<ul style="list-style-type: none"> ■ Column loads: 100 to 150 kips. ■ Floor slab pressure: 125 pounds per square foot.



If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

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

Field Program. As requested, the field program for this project is planned to consist of drilling five test borings to depths that range from 25 to 35 feet in the proposed natatorium area, along with 2 test borings to a depth of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 145 feet.

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

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

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

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

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

Cost Estimate for Geotechnical Engineering Services

Foster High School – Natatorium Addition ■ Richmond, Texas

July 15, 2016 ■ Terracon Document No. P92165419

Page 3



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

- Site and subgrade preparation;
- Foundation design and construction;
- Requirements for fill to be used on-site, including engineering properties and placement and compaction;
- Lateral earth pressures for below-grade structures;
- Groundwater control and excavation considerations for below-grade structures; and
- Pavement design guidelines.

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

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$5,000. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$500. Therefore, the total cost for our scope of services would be \$5,500. The cost of our services will not exceed these figures without approval of the client.

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

4.0 AUTHORIZATION

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

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

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

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

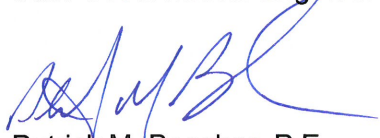
Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No. F-3272)



Kierstyn M. White, E.I.T.
Staff Geotechnical Engineer



Andrew J. Muras, P.E.
Project Engineer



Patrick M. Beecher, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Foster High School - Natatorium Addition project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/13/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 7/15/2016
 Name/Title: Andrew J Muras / Project Engineer
 Address: 11555 Clay Rd Ste 100
Houston, TX 77043-1239
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: Andrew.Muras@terracon.com

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92165419

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
PRACTICE POOL AT FULSHEAR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the practice pool at Fulshear High School in the amount of \$5,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the practice pool at Fulshear High School.

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

July 15, 2016



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

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
Fulshear High School – Natatorium Addition
9302 Bois D Arc Lane
Richmond, Texas
Terracon Document No. P92165421

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is within the existing Fulshear High School campus located at 9302 Bois D Arc Lane in Richmond, Texas.
Existing conditions	Based on available aerial photographs, the project site is occupied by an existing school building and associated pavements at the time of this proposal.
Proposed improvements	A natatorium building with a maximum pool depth of 12½ feet below existing grade with a footprint area of about 16,300 square feet.
Building construction (assumed)	Steel-frame or masonry-block construction.
Building foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	Within approximately one to two feet above existing grade.
Maximum structural loads (assumed)	<ul style="list-style-type: none">■ Column loads: 100 to 150 kips.■ Floor slab pressure: 125 pounds per square foot.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com



If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

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

Field Program. As requested, the field program for this project is planned to consist of drilling five test borings to depths that range from 25 to 35 feet in the proposed natatorium area, along with 2 test borings to a depth of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 145 feet.

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

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

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

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

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

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

- Site and subgrade preparation;
- Foundation design and construction;
- Requirements for fill to be used on-site, including engineering properties and placement and compaction;
- Lateral earth pressures for below-grade structures;
- Groundwater control and excavation considerations for below-grade structures; and
- Pavement design guidelines.

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

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$5,000. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$500. Therefore, the total cost for our scope of services would be \$5,500. The cost of our services will not exceed these figures without approval of the client.

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

4.0 AUTHORIZATION

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

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

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

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

Sincerely,

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



Kierstyn M. White, E.I.T.
Staff Geotechnical Engineer



Andrew J. Muras, P.E.
Project Engineer



Patrick M. Beecher, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Fulshear High School - Natatorium Addition project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/13/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
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- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
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- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **7/15/2016**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92165421

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
PRACTICE POOL AT GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the practice pool at George Ranch High School in the amount of \$5,400 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the practice pool at George Ranch High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

July 15, 2016



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

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
George Ranch High School – Natatorium Addition
8181 F.M. 762
Richmond, Texas
Terracon Document No. P92165420

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is within the existing George Ranch High School campus located at 8181 F.M. 762 in Richmond, Texas.
Existing conditions	Based on available aerial photographs, the project site is occupied by an existing school building and associated pavements at the time of this proposal.
Proposed improvements	A natatorium building with a maximum pool depth of 12½ feet below exiting grade with a footprint area of about 13,800 square feet.
Building construction (assumed)	Steel-frame or masonry-block construction.
Building foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	Within approximately one to two feet above existing grade.
Maximum structural loads (assumed)	<ul style="list-style-type: none">■ Column loads: 100 to 150 kips.■ Floor slab pressure: 125 pounds per square foot.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com



If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

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

Field Program. As requested, the field program for this project is planned to consist of drilling five test borings to depths that range from 25 to 35 feet in the proposed natatorium area, along with one test boring to a depth of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 140 feet.

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

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

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

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

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

Cost Estimate for Geotechnical Engineering Services

Gorge Ranch High School – Natatorium Addition ■ Richmond, Texas

July 15, 2016 ■ Terracon Document No. P92165420

Page 3



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

- Site and subgrade preparation;
- Foundation design and construction;
- Requirements for fill to be used on-site, including engineering properties and placement and compaction;
- Lateral earth pressures for below-grade structures;
- Groundwater control and excavation considerations for below-grade structures; and
- Pavement design guidelines.

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

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$4,900. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$500. Therefore, the total cost for our scope of services would be \$5,400. The cost of our services will not exceed these figures without approval of the client.

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

4.0 AUTHORIZATION

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

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

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

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

Sincerely,

Terracon Consultants, Inc.

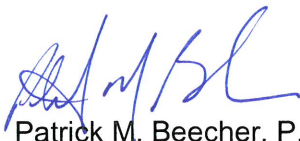
(Texas Firm Registration No. F-3272)



Kierstyn M. White, E.I.T.
Staff Geotechnical Engineer



Andrew J. Muras, P.E.
Project Engineer



Patrick M. Beecher, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the George Ranch High School - Natatorium Addition project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/13/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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

Consultant: **Terracon Consultants, Inc.**
By:  Date: **7/15/2016**
Name/Title: **Andrew J Muras / Project Engineer**
Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

Reference Number: P92165420

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE PRACTICE POOL AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional surveying services for the practice pool at Foster High School in the amount of \$4,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the practice pool at Foster High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 26, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Partial Topographic Survey services at the Foster High School Campus
William Andrews League, Abstract 3
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey on a portion of the Foster High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by Vanir | Rice & Gardner. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with the finish floor elevations of those buildings immediately adjacent to the Project Site. Additionally we will locate utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site. We will also contract with Lonestar Locating, LLC to identify those underground utilities which can be located. Please note this will not include any sprinkler or irrigation lines, water lines, or other PVC lines than cannot be traced by above-ground methods.

The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

Project Fee

The fee for these services is \$4,500.00.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Foster_pool.doc
Enclosure

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Phone Number

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

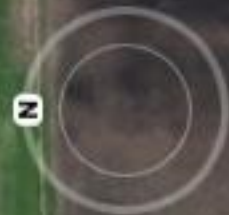
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



Foster High School

4400 FM 723 Rd, Richmond, TX 77406



139

© 2016 Google

FM 723 Rd

Google earth



1995

29°37'24.93" N 95°48'35.13" W elev 109 ft eye alt 1783 ft

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE PRACTICE POOL AT FULSHEAR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional surveying services for the practice pool at Fulshear High School in the amount of \$4,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the practice pool at Fulshear High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 26, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Partial Topographic Survey services at the Churchill Fulshear Jr. High School Campus
Enoch Latham Survey, Abstract 50
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey on a portion of the Churchill Fulshear Jr. High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by Vanir | Rice & Gardner. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with the finish floor elevations of those buildings immediately adjacent to the Project Site. Additionally we will locate utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site. We will also contract with Lonestar Locating, LLC to identify those underground utilities which can be located. Please note this will not include any sprinkler or irrigation lines, water lines, or other PVC lines than cannot be traced by above-ground methods.

The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

Project Fee

The fee for these services is \$4,500.00.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Fulshear_pool.doc
Enclosure

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Phone Number

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

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SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

Fulshear High School

9302 Bois D Arc Ln, Richmond, TX
77441

Fulshear High School

144



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Google earth

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE PRACTICE POOL AT GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional surveying services for the practice pool at George Ranch High School in the amount of \$4,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional surveying services will include survey of existing grading, existing structures and underground utilities. This work is crucial in the design and construction for the practice pool at George Ranch High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 26, 2016

Mr. Kevin McKeever
mckeeper@lcisd.org

Re: Cost Estimate and Contract
Partial Topographic Survey services at the George Ranch High School Campus
Wiley Martin Survey, Abstract 56
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey on a portion of the George Ranch High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by Vanir | Rice & Gardner. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with the finish floor elevations of those buildings immediately adjacent to the Project Site. Additionally we will locate utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site. We will also contract with Lonestar Locating, LLC to identify those underground utilities which can be located. Please note this will not include any sprinkler or irrigation lines, water lines, or other PVC lines than cannot be traced by above-ground methods.

The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

Project Fee


The fee for these services is \$4,500.00.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD George Ranch_pool.doc
Enclosure

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Phone Number



AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

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All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

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In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each party from all obligations of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

George Ranch High School

8181 FM 762 Rd, Richmond, TX
77469

George Ranch High School



149

© 2016 Google 762

FM 762 Rd

Google earth

1995

29°30'57.05" N 95°41'28.48" W elev 112 ft eye alt 1476 ft

**CONSIDER APPROVAL OF SCHEMATIC DESIGN FOR THE
PRACTICE POOL AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the schematic design for the practice pool at Foster High School, as presented by PBK Architects.

IMPACT/RATIONAL:

On November 4, 2014, Lamar CISD passed a bond referendum that included the practice pool at Foster High School. The schematic design includes eight competition swim lanes, shallow area for the fourth grade swim program, locker rooms, and spectator seating.

PROGRAM DESCRIPTION:

The Board of Trustees approved the facility program and authorized the schematic design to begin at their regular May 2016 meeting. PBK Architects will be presenting the schematic design for the practice pool at Foster High School. The new practice pool facility will be a separate structure adjacent to Foster High School.

Upon approval, the design development phase will begin. The schematic design booklets will be provided under separate cover.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF SCHEMATIC DESIGN FOR THE
PRACTICE POOL AT FULSHEAR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the schematic design for the practice pool at Fulshear High School, as presented by PBK Architects.

IMPACT/RATIONAL:

On November 4, 2014, Lamar CISD passed a bond referendum that included the practice pool at Fulshear High School. The schematic design includes eight competition swim lanes, shallow area for the fourth grade swim program, locker rooms, and spectator seating.

PROGRAM DESCRIPTION:

The Board of Trustees approved the facility program and authorized the schematic design to begin at their regular May 2016 meeting. PBK Architects will be presenting the schematic design for the practice pools at Fulshear High School. The new practice pool facility will be a separate structure adjacent to Fulshear High School.

Upon approval, the design development phase will begin. The schematic design booklets will be provided under separate cover.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF SCHEMATIC DESIGN FOR THE
PRACTICE POOL AT GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the schematic design for the practice pool at George Ranch High School, as presented by PBK Architects.

IMPACT/RATIONAL:

On November 4, 2014, Lamar CISD passed a bond referendum that included the practice pool at George Ranch High School. The schematic design includes eight competition swim lanes, shallow area for the fourth grade swim program, locker rooms, and spectator seating.

PROGRAM DESCRIPTION:

The Board of Trustees approved the facility program and authorized the schematic design to begin at their regular May 2016 meeting. PBK Architects will be presenting the schematic design for the practice pools at George Ranch High School. The new practice pool facility will be a separate structure adjacent to George Ranch High School.

Upon approval, the design development phase will begin. The schematic design booklets will be provided under separate cover.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR THE HUGGINS ELEMENTARY SCHOOL
DRIVEWAY IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and inspection for the Huggins Elementary driveway improvements in the amount of \$1,175 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. The Huggins Elementary driveway improvements will be funded from surplus funds from the 2011 Bond Program.

PROGRAM DESCRIPTION:

TAS Plan Review and inspection is required in order to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
PAGER 281-278-1833
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

July 15, 2016

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Huggins Elementary School
#1 Huggins Drive
Fulshear, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD – Huggins ES New Parent Dr
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *VLK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD – Huggins ES New Parent Dr

TAS – Plan Review	\$500.00
TAS – Site Inspection	\$500.00
TDLR Fee	\$175.00
Total	\$1,175.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant’s scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

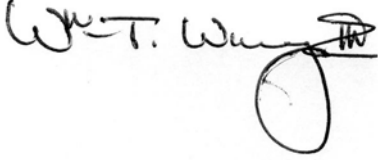
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal - Lamar Consolidated ISD
Huggins ES New Parent Dr
July 15, 2016
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF CSP #32-2016VRG FOR
THE HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction Company for the construction of the Huggins Elementary driveway improvements in the amount of \$585,000.

IMPACT/RATIONAL:

Competitive Sealed Proposal #32-2016VRG solicited proposals for the construction of the Huggins Elementary driveway improvements. The Huggins Elementary driveway improvements will be funded from surplus funds from the 2011 Bond Program.

PROGRAM DESCRIPTION:

One proposal was received on August 2, 2016. Having reviewed the weighted contractor evaluation criteria, Vanir-Rice & Gardner and VLK Architects recommend the contract for construction be awarded to the highest ranked firm, Bass Construction Company.

Base Bid	\$497,000
Alt. #1 Walkway Cover	\$ 49,000
Alt #2 Extended Sidewalk & Walkway Cover	<u>\$ 39,000</u>
Total Award Recommendation	\$585,000

The amount of the recommended proposal is under the established construction budget. Upon approval, Bass Construction Company will begin construction of the Huggins Elementary driveway improvements. A copy of the Bid Tabulation is attached.

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

**HUGGINS NEW PARENT DRIVE
Bid Tabulation Form**

For Contractors And General Public

**Bid Package CSP# 32-2016VRG
Proposal Opening Date: August 2, 2016**

Contractor	Bidder #1	Bidder #2	Bidder #3
	Bass Construction	None	None
Base Bid	\$497,000.00		
Allowances			
Total	\$497,000.00		
Alternates			
Alt No.1 - Walkway Cover	\$49,000.00		
Alt No.2 - Conc. Sidewalk	\$39,000.00		
Grand Total w/ ALTS 1 - 2	\$585,000.00		

**CONSIDER APPROVAL OF CENTERPOINT ENERGY TEMPORARY ELECTRICAL
SERVICE FEES FOR LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy's temporary electrical service fees for Lindsey Elementary in the amount of \$2,022 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 and remove overhead transformer for temporary power during construction of Lindsey Elementary.

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

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 Drymalla Construction Comp., 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 2431 Joan Collier Trace TEMP, Katy, TX 77494

The Company agrees to accept payment of Two-thousand twenty-two (\$2,022) 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: Installation and removal of overhead transformer for temporary power.

- 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.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By N Favre

Nicholas Favre
(name printed or typed)

Title Senior Service Consultant

Date 06/14/2016

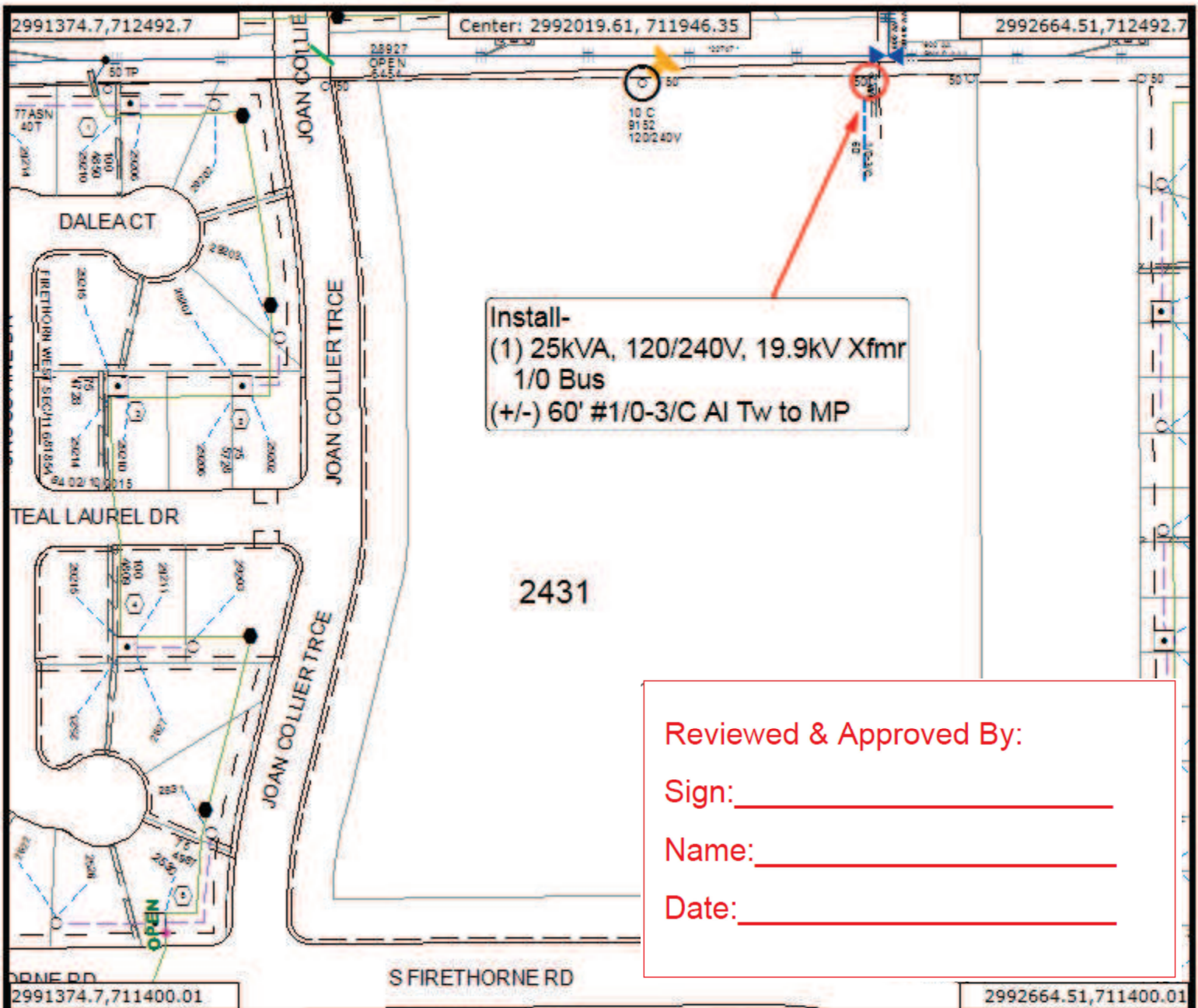
Retail Customer

By _____

(name printed or typed)

Title _____

Date _____



Install-
 (1) 25kVA, 120/240V, 19.9kV Xfmr
 1/0 Bus
 (+/-) 60' #1/0-3/C Al Tw to MP

Reviewed & Approved By:
 Sign: _____
 Name: _____
 Date: _____

CENTERPOINT ENERGY

Notes :

FORT BEND COUNTY
PROVIDE TEMP SERVICE TO NEW ELEMENTARY SCHOOL SITE



WORK ORDER #	MAIN WORK CENTER	ID NUMBER	FUNCTIONAL LOCATION
78638714	KTY	KT45	DIS-022747-OVH
GLN NUMBER	KEY MAP	ORDER TYPE	MAINT ACCT TYPE
4156759152	483K	HDC1	64
NAME	PHONE NUMBER	CELL NUMBER	FIELD TECH
NICHOLAS FAVRE	281-391-5114		
DATE REQUESTED	FIELD COMPLETION DATE	ADDRESS	GIS PRIORITY
		2431 Joan Collier Trace	3

**CONSIDER APPROVAL OF CSP #27-2016G FOR THE CONSTRUCTION
OF THE NEW AGRICULTURAL FACILITY #2**

RECOMMENDATION:

That the Board of Trustees approve BLS Construction for the construction of the new Agricultural Facility #2 in the amount of \$2,724,725.

IMPACT/RATIONALE:

Competitive Sealed Proposal #27-2016G requested prices for the new Agricultural Facility #2 on Tuesday July 26, 2016. After checking references and completing the weighed criteria BLS Construction is recommended to construct the new Agricultural Facility #2. This project is funded through the 2011 Bond Referendum.

PROGRAM DESCRIPTION:

Upon approval BLS Construction will begin construction of the new Agricultural Facility #2.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Final Recommendation	
Recommendation:	BLS Construction, Inc.
Total Contract Amount	\$2,724,725.00

Firm	Overall Score	Rank	Evaluation Spread	Total Proposal Amount	Spread
Drymalla Construction Co. Inc.	93.0	2	1.7	\$2,917,100	\$192,375
Bass Construction	91.4	3	3.3	\$2,909,500	\$184,775
BLS Construction, Inc.	94.7	1	0.0	\$2,724,725	\$0
G.T.T. Inc.	89.4	4	5.3	\$2,909,400	\$184,675
L.L. & F. Construction Management, Inc.	81.1	5	13.6	\$2,761,521	\$36,796



August 8, 2016

Mr. Ed Bailey
Program Director
Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg, Texas 77471

Re: Lamar CISD AG Barn No. 2 CSP #27-2016G
VLK project # 1501.00

Dear Mr. Bailey:

On Tuesday, July 26, 2016, Competitive Sealed Proposals were received at the Lamar Consolidated Independent School District's Purchasing Department. Three (5) Contractors submitted proposals.

Based on a review of the submitted proposals, accompanying proposal bonds and after evaluation of the proposals based on the districts selection criteria published in the specifications, per Education Code Chapter 44 and SB 669, and per our meeting with Gilbane and the evaluation committee, VLK Architects, hereby recommends that the Lamar Consolidated Independent School District Board of Trustees award the construction contract to **BLS Construction in the sum of Two Million Seven Hundred Twenty-Four Thousand Seven Hundred & Twenty-Five Dollars (\$2,724,725.00)**. This award includes the Base Proposal and Alternate proposals accepted are:

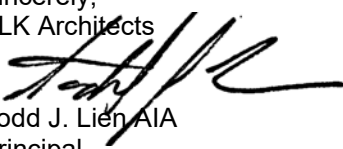
- Alternate 1: Providing Pen Stalls throughout the entire base building
- Alternate 2: Providing perimeter panel rail system at the Exercise Area
- Alternate 3: Providing chain-link fencing around perimeter of the pen wings to top of structure
- Alternate 4: Providing wind/sun break system as indicated
- Alternate 6: Extension of the building 50ft to the west (Swine and Sheep/Goat Areas)
- Alternate 6A: Providing pen stalls in the building extension for Alternate 6
- Alternate 6B: Providing wind/break system in the building extension for Alternate 6
- Alternate 6C: Providing chain link fencing in the building extension for Alternate 6
- Alternate 7: Extension of the building 25ft to the west (Cattle Area)
- Alternate 7A: Providing pen stalls in the building extension for Alternate 7
- Alternate 7B: Providing wind/break system in the building extension for Alternate 7
- Alternate 7C: Providing chain link fencing in the building extension for Alternate 7
- Alternate 9: Providing turbo fan units at each pen included in base proposal.
- Alternate 9B: Providing turbo fan units at each pen included in Alternate 6A
- Alternate 9C: Providing turbo fan units at each pen included in Alternate 7A

Bass Construction is the highest ranked proposer based upon the proposed price and scoring of the published criteria and therefore represents the best value to the District.

BLS Construction is a Texas based general contractor that has been actively involved in the construction industry for many years and has successfully completed multiple school district projects. After discussions with their references, we feel they are well qualified to execute the requirements of this contract.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
VLK Architects


Todd J. Lien, AIA
Principal

CC: File

**CONSIDER APPROVAL OF CONSTRUCTION MATERIAL TESTING SERVICES
FOR THE NEW AGRICULTURAL FACILITY #2**

RECOMMENDATION:

That the Board of Trustees approve Terracon for construction material testing services for the new Agricultural Facility #2 in the amount of \$26,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Construction material testing services is a professional service that the District must contract directly. These funds are allocated from within the 2011 Bond Funds.

PROGRAM DESCRIPTION:

Construction material testing is a process during construction that insures materials are installed correctly. These reports are crucial in the construction of the new Agricultural Facility #2.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

August 8, 2016

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

Subject: Proposal for Construction Materials Testing Services
LCISD Ag Barn No. 2
Terracon Proposal No. P92161334-Revision 1

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located at FM 359 and Settegast Ranch Road in Fort Bend County, Texas. The project involves the construction of a single-story agricultural facility (approximately 14,900 sf) on approximately 20.97 acres. The building foundation will consist of slab-on-grade supported by drilled and underreamed piers and a 36" select fill pad. The building superstructure will consist of metal-frame construction.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a chemically stabilized subgrade. A detention facility approximately 1.5 acres in size is also included in this project.

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

- Project plans and specifications prepared by VLK Architects, dated June 29, 2016 and;
- Geotechnical Engineering Report No. 92165226 prepared by Terracon, dated June 30, 2016.

Terracon requests that all plans and specifications including current revisions be provided when ready.

B) SCOPE OF SERVICES



Terracon prepared the following scope of services based on our review and understanding of the project documents provided above.

Earthwork Observations and Testing:

1. Sample fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558). It is Terracon’s experience that “blended” select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
3. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill (when proper safety measures are implemented by the contractor and in -place), and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39, and C31).

Reinforcing Steel Observation and Testing:

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

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete and 1 set of test cylinders every 100 cubic yards for non-structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4"x8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6"x12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6"x12" cylinders are prepared, 2 cylinders will be tested at 7 and 28 days. When 4"x8" cylinders are prepared, 2 cylinders will be tested at 7 days and 3 cylinders will be tested at 28 days.

Masonry Observation and Mortar and Grout Testing:

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

Structural Steel Observations and Testing:

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

Project Management/ Administration:

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

Scheduling Retests:

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

Additional Services:

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

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours' notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose a budgetary cost estimate of **\$26,000**. Once a construction schedule is available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum

charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

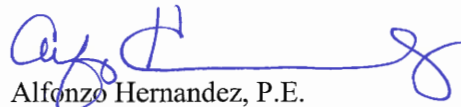
This proposal may be accepted by executing the attached Supplement to Agreement for Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this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

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

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



Mark D. Wells, P.E., PMP
Senior Engineer



Alfonzo Hernandez, P.E.
Construction Services Manager

Attachment:

- (1) Agreement for Services
- (2) Schedule of Services and Fees

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Ag Barn No. 2 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 08/08/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **8/9/2016**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: **James Steenbergen Board President**
 Address: **3911 Avenue I Rosenberg, TX 77471**
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**
 Email: **mckeever@lcsid.org**

Reference Number: P92161334

2015
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Personnel

Principal, per hour	\$ 140.00
Registered Roofing Consultant (RRC), per hour.....	\$ 135.00
Project Manager, per hour	\$ 125.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 95.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour	\$ 85.00
Senior Engineering Technician, per hour	\$ 65.00
Engineering Technician, per hour.....	\$ 46.00
CAD Operator, per hour	\$ 55.00
Word Processor, per hour	\$ 45.00

Transportation

Vehicle Charge (local, within Harris County), per trip	\$ 60.00
Mileage (outside Harris County), per mile	\$ 0.65
Per Diem, lodging and food, per day	\$ 120.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Remarks:

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

2015
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Concrete Mix Verifications

Regular aggregates, each	\$ 250.00
Lightweight aggregates, each.....	\$ 300.00
Additional design, same aggregate sample, each	\$ 200.00
Review mix design submitted by others, each.....	\$ 175.00
Batch and confirmation of others mix design (Min 4 mixes w/ 6 cylinders per mix), each...	\$ 350.00
Design confirmation cylinder test (ASTM C-39), each.....	\$ 16.00
Design confirmation beam test (ASTM C-293 or C-78), each.....	\$ 50.00

Concrete Tests

Cylinder compression test (ASTM C-39), each	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each	\$ 35.00
Windsor probes, per set of 3 (Technician time charged separately) (ASTM C-305)	\$ 100.00
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3.....	\$ 250.00
Equilibrium Density of Structural Lightweight Concrete (ASTM C-567), each.....	\$ 50.00
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each	\$ 35.00
Density of Hardened Concrete (ASTM C-642), each.....	\$ 75.00
Determining F _F Floor Flatness and F _L Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155) (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour	\$ 150.00
Hilti® Ferroskan (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 150.00
Hilti® GPR (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 200.00

Masonry Tests

Cement mortar mix verification (ASTM C-305), each	\$ 150.00
Compressive strength CMU block (ASTM C-140), each	\$ 100.00
CMU block absorption only (ASTM C-140), each	\$ 75.00
Compressive strength masonry prism (ASTM C-1314)	
CMU prism up to 8 (in.) width, Hollow Cells, each	\$ 100.00
CMU prism up to 8 (in.) width, Grout Filled Cells, each.....	\$ 150.00
Brick prism up to 4 (in.) width, each.....	\$ 100.00
Compressive strength of masonry cube/cylinder (ASTM C-109), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

2015
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Aggregate Tests

Sieve analysis, dry (ASTM C-136), each	\$ 65.00
Sieve analysis (ASTM C-117), each	\$ 65.00
Sieve analysis w/ -200 (ASTM C-136 & C-117), each	\$ 80.00
Unit weight (ASTM C-29), each	\$ 30.00
Specific gravity/absorption (ASTM C-127 or C-128), each.....	\$ 50.00
Organic impurities (ASTM C-40), each	\$ 40.00
L.A. abrasion (ASTM C-131 or C-535), each	\$ 200.00
Sulfate soundness, 5 cycles (ASTM C-88), each	\$ 320.00
Additional cycles, each	\$ 175.00
Sample prep if uncrushed.....	\$ 25.00
Sand Equivalent (ASTM D-2419), each.....	\$ 100.00
Deleterious Material, each.....	\$ 80.00
Percent Flat / Elongated Particles (ASTM D-4791), each.....	\$ 50.00
Percent Fractures Faces (ASTM D-4791), each	\$ 50.00

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each	\$ 65.00
Percent Passing No. 200 Sieve (ASTM D-1140), each	\$ 60.00
Sieve Analysis, each	\$ 60.00
Grain Size Analysis (Sieve), each	\$ 50.00
Hydrometer Analysis, each.....	\$ 125.00
Density, each.....	\$ 15.00

Compaction

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each	\$ 165.00
ASTM D-698, method C, each	\$ 175.00
ASTM D-1557, method A & B, each	\$ 200.00
ASTM D-1557, method C, each	\$ 225.00
TXDOT 113E, each	\$ 225.00
TXDOT 114E, Part I, each.....	\$ 175.00
TXDOT 114E, Part II, each	\$ 225.00
Relative density (ASTM D-4254), each.....	By Quotation
Sample preparation (if required), each.....	By Quotation

2015
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Strength

TXDOT wet ball mill value (TEX 116E), each.....	\$ 230.00
TXDOT triaxial series (TEX 117E), each	\$1500.00
California Bearing Ratio (CBR) (ASTM D-1883), each.....	\$ 450.00
Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each.....	\$ 85.00
Base material (TEX 120E), each.....	\$ 100.00

Stabilization Evaluation

Soil - Lime curve, 5 point PI vs. Lime content, each	\$ 300.00
Cement content (ASTM D-806), each.....	\$ 300.00
Soil pH Value, each.....	\$ 40.00
Fresh cement content (ASTM D-2901), each.....	\$ 85.00
Fresh cement content 3 point curve (ASTM D-2901), each.....	\$ 400.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each	\$ 60.00

Soils Field Services

Technician time will be charged at the appropriate hourly rate plus:	
Nuclear density gauge, per trip	\$ 60.00

Coring Services

Core drilling, minimum charge per trip, local, each.....	\$ 300.00
Concrete pavement cores, 4" diameter up to 6" depth or less, each	\$ 100.00
Concrete coring, additional thickness greater than 6" depth, per inch	\$ 10.00
Testing concrete cores (includes: length, sawing, capping and compressing testing), each...\$	100.00
Asphalt pavement cores 4" diameter up to 6" depth or less, each	\$ 65.00
Asphalt coring, additional thickness greater than 6" depth, per inch	\$ 8.00
Standby time in clients interest, machine and operator, per hour.....	\$ 75.00
Structural Concrete Coring.....	By Quotation

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each.....	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each.....	\$ 210.00
HMAC Mix Design (TEX 204F), each	\$1,400.00
HMAC Mix Design review prepared by others, each	\$ 250.00

2015
SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

NDE Field Services

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day	\$ 100.00
MT/LP consumables, per day	\$ 100.00
Minimum trip charge, personnel and equipment.....	\$ 460.00
Torque Wrench, per hour.....	\$ 50.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

Sprayed Applied Fireproofing Materials

Density by Displacement Method (ASTM E-605), each.....	\$ 30.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 25.00

Roofing Materials

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), with aggregate.....	\$ 350.00
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), without aggregate.....	\$ 350.00
Moisture content of roofing aggregate (ASTM D-1864).....	\$ 50.00
Hardness of roofing aggregate (ASTM D-1865).....	\$ 120.00

Remarks

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

**CONSIDER APPROVAL OF CENTERPOINT ENERGY STREET LIGHT AGREEMENT
FOR ARREDONDO ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy street light agreement for Arredondo Elementary School in the amount of \$22,287 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 and maintenance of street lights along August Green Blvd. This is a requirement through the purchase of the land from the developer. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will install and maintain 10 street lights along the August Green Blvd. side of the Arredondo Elementary site.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



July 15, 2016

Ashley Wang/Lorin Pargoud
PBK

Subject: 6011 August Green Streetlights
Location: 6011 August Green
Fort Bend Service Area

To Whom It May Concern,

CenterPoint Energy (Company) agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

As shown on the attached street lighting layout, the requested installation has been designed in accordance with Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations with the following exceptions. Where future subdivision streets are shown on a plat which intersect with residential streets where street lighting is being installed, the street lighting will not be designed to I.E.S. recommendations at that intersection unless it is done at the request of the developer and at the developer's expense. Additionally, the installation of I.E.S. designed street lighting at the intersection of residential streets with non-residential roadways will be done only at the developer's request and at the developer's expense.

This installation consists of:

- **10**, 100 watt, 120v, High Pressure Sodium , **9,500** lumen, **Midtown** style luminaries mounted to Traditionaire style poles, serviced by **Underground** conductors. The current monthly Lighting Services Rate schedule fee per lamp is **\$12.92**.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

The construction cost for this request is **\$22,287.00** Please remit this payment attached to this signed and completed agreement letter as noted in the following information.

This estimate is valid for 180 days from the date listed above.

The streetlights will be installed at the specified locations depicted on the attached layout. Installation of the street lights is contingent on all the street lights being installed at one time, after the street paving and curbs have been completed, and all lots have been brought up to finished grade level. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable trenching operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid.

While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Please reference the attached *Master Contact Data Form* and fill in all required fields. This information is needed to create new or verify existing unique account numbers called *Electric Service Identifiers (ESI's)*. You will be personally notified if you must choose a Competitive Retailer and personally forward the *ESI* number to that Competitive Retailer chosen. If so required, you will be responsible for following the instructions on the *Competitive Retailer Selection Form* that will be forwarded to you with the *ESI* number on it. You will also be responsible for insuring that your chosen Competitive Retailer follows their instructions noted on this same form. During this process, our company does not know which Competitive Retailer you are choosing. This request cannot be scheduled for construction until your Competitive Retailer of choice has made contact with our company per the instructions on the *Competitive Retailer Selection Form*.

The Competitive Retailer, yourself, and I will negotiate the electric energize date of the requested street lighting. You can learn more on how to contact and choose a Competitive Retailer by calling 1-866-797-4839 or viewing the www.powertochoose.org website.

If this is in accordance with your understanding and acceptance, please indicate so in the spaces provided below and **return this signed letter, the master contact data form, and the signed layout** to the Service Consultant that provided you with these documents.

If you have any questions please contact Marcus Richardson at (713) 945-7418.

Mail all documentation mentioned in the agreement to:

**CenterPoint Energy
Attn: Marcus Richardson
4700 S. Shaver St., Bldg. I
Houston, TX 77034**

If you have any questions please contact me at (713) 945-7418.

Sincerely,
Marcus Richardson
Service Consultant
Lighting Design Services Department

Please print all entries below except for signature.

Approved and accepted this _____ day of _____, 2016.

Signature _____

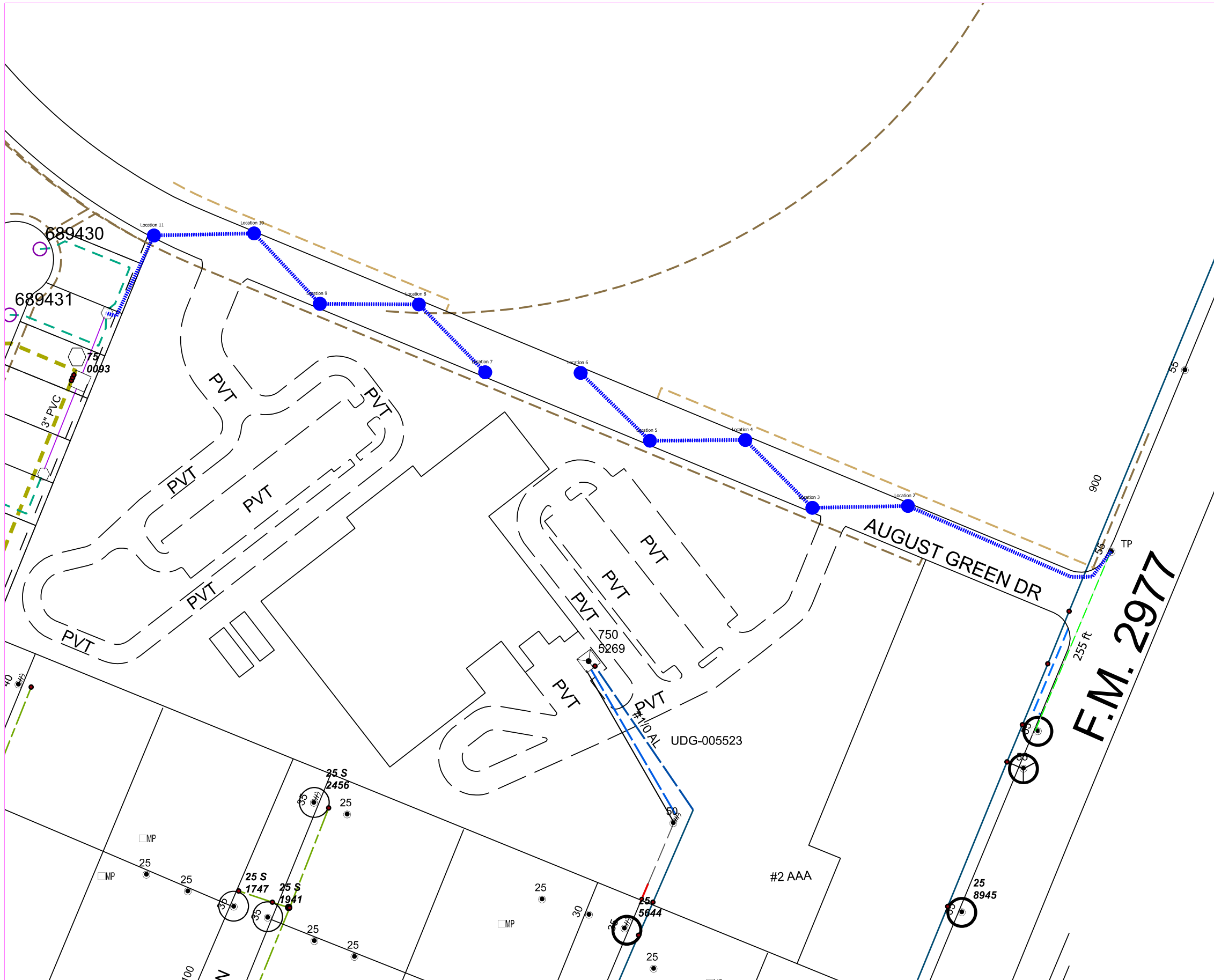
Printed Title _____

Printed Name _____

Mailing Address _____

Phone _____

SAP # - 71617753



STREET LIGHT PLACEMENT DETAIL
 STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.

NORTH

LIGHTING DESIGN SERVICES - LIGHTING LEGEND
 IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOLS	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			
	OH - 0	UG - 0	100W	150W	175W	250W
●			<input checked="" type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊗			<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊙			<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊛			<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
▲			<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	

SYMBOLS	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			
		100W	150W	175W	250W
●●	0	<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊗⊗	0	<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊙⊙	0	<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
⊛⊛	0	<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	
▲▲	0	<input type="radio"/> HPS	<input type="radio"/> MH	<input type="radio"/> MV	

ADDITIONAL INSTALLATION MATERIAL SYMBOLS

TP	0	TERMINAL POLE	<input checked="" type="checkbox"/> R	0	RELAY
X	0	PROPOSED WOOD POLE	<input type="checkbox"/> ◇	0	PULLBOX
○	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER			

SYMBOLS	QUANTITY	CONDUCTOR TYPE
⋯⋯⋯	0	UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire <input checked="" type="checkbox"/> X Conduit and Wire <input type="checkbox"/> X
---	0	OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)

EXISTING STREET LIGHT SYMBOLS AND WATTAGES
 250 MH 70 100 150 175 250 400

INSTALLATION VOLTAGE: (Circle One Only) 120 240 480

WO BY: Marcus Richardson	W.O.#: 71617753
PHONE: 713-945-7418	KEY MAP #: 605Z
CELL:	LAMBERT #: 4447
DATE: 07/15/2016	SERVICE CENTER: Fort Bend
TYPE: HLC1-501	SCALE - 1" =

Street Light Notes
 -All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
 -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
 -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.
 -Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.

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**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
SERVICES FOR THE SUPPORT SERVICES FACILITY NEW SITE**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the Support Services Facility new site in the amount of \$11,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional topographic surveying services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional topographic surveying services will include survey of existing grading in the densely wooded area of the site that was not included in the previous boundary and utility survey, and survey of a portion of Lane Avenue for utility design information. This work will be performed only in the area required by the planned development of the site. This work is crucial in the design and construction of the Support Services Facility new site.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

August 8, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Additional survey services on approx. 21.13 acres near Wessendorff Middle School
J. W. Moore Survey, Abstract 61
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is considering plans to develop an approximate 18.17 acre tract and an approximate 2.89 acre tract and requires additional partial topographic surveying of the two (2) tracts and additional topographic information along Lane Drive, as requested by PBK. The area of the scope of services is to be limited to the location indicated on the attached exhibit as provided by PBK.

Scope of Services

I. Topographic Survey

- A. We will perform a topographic survey of the portions of the 2.89 acre tract and 18.17 acre tract located within the area indicted on the attached exhibit. We will obtain vertical data on 100-foot grid intervals.
- B. Due to the heavy vegetation and dense brush, we will contract with a landscape firm accustomed to clearing dense brush for survey work which will be included in our total fee.
- C. We will perform a topographic survey of Lane Drive from approximately the CenterPoint electric transmission line south to the intersection of Mustang Avenue. This will include sections at 50-foot grid intervals and will extend 100-feet past the intersection of Lane Drive and Mustang Avenue. Utilities will be located based upon available above-ground evidence and markings by Texas One-Call.

Project Fee

The combined fee for these services is \$11,000.00.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD 20AC_WESSENDORFF_additional.doc
Enclosure

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Phone Number

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorized by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

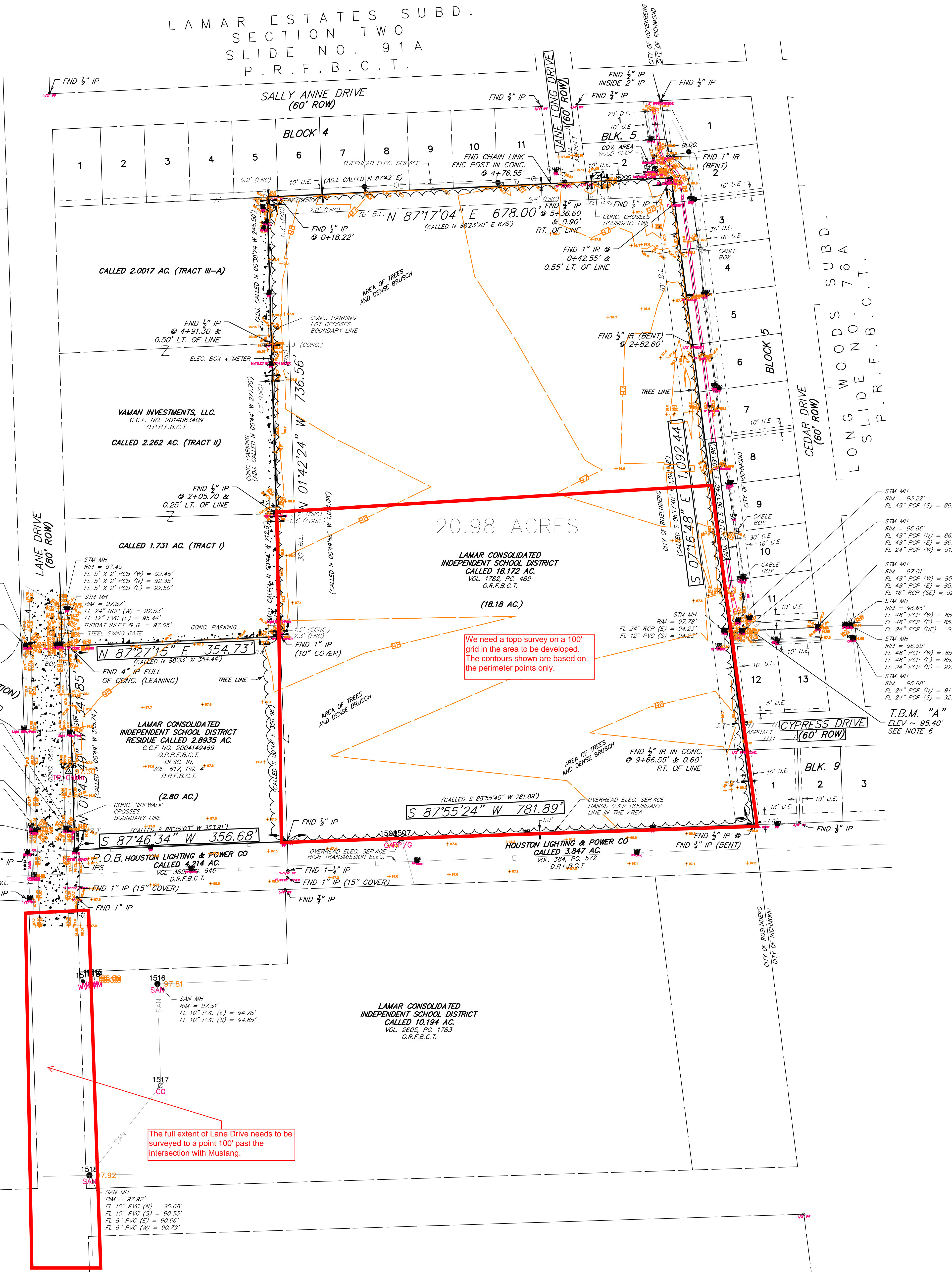
SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

LAMAR ESTATES SUBD.
SECTION TWO
SLIDE NO. 91A
P.R.F.B.C.T.



We need a topo survey on a 100' grid in the area to be developed. The contours shown are based on the perimeter points only.

The full extent of Lane Drive needs to be surveyed to a point 100' past the intersection with Mustang.

T.B.M. "A"
ELEV ~ 95.40'
SEE NOTE 6

**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2016-2017 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers for the 2016-2017 school year.

Yunghee Choi
Carolyn Flemming
Theresa Gage
Katrina Guillory

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS
(STAAR) RESULTS -- SPRING 2016**

The below tables represent the preliminary results for all students tested and do not represent the final STAAR results used for accountability. STAAR results disaggregated by student groups are provided in this report for the district and individual campuses. Any student group designated with a '--' has less than ten students and will not count as an indicator for evaluation.

From 2012 through 2015, Texas schools transitioned into the State of Texas Assessments of Academic Readiness (STAAR) and the STAAR End of Course (EOC) tests at a minimum standard called the "Level II -- Satisfactory, Phase-In 1" standard. Starting with the 2016 administration, the "Level II – Satisfactory" standard will increase the number of questions a student must answer correct 2% to 4% per school year until the Spring 2022 administration. In Spring 2022, students will be evaluated on the "Level II – Satisfactory, Final Standard" indicating an expectation to answer an average of 75% or more questions correct on the state assessments. Students in the below data sets have met or exceeded the first increase in standards and are considered by the Texas Education Agency as 'sufficiently prepared' for the next course or grade level.

As was well publicized, the 2016 STAAR and EOC administration was the first to be implemented by the new state testing contractor, Educational Testing Service (ETS). Thus far, other than the delay in receiving grade 3-8 results until July, widely noted problems with ETS have had a minimal and insignificant impact on LCISD.

Section I – 2016 LCISD Estimated Results by Subject Area:

	Mathematics		Reading/ELA		Writing		Science		Social Studies	
	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std	Total Students	Met Std
All Students	14868	85%	17193	80%	4229	76%	6422	86%	5244	88%
Economic Disadvantage	6660	77%	7471	69%	1884	64%	2735	77%	2116	80%
African American	2816	81%	3281	77%	803	74%	1188	84%	1071	88%
American Indian/Alaskan Native	46	78%	54	74%	--	--	23	78%	22	86%
Asian	893	97%	1050	93%	263	94%	422	95%	322	97%
Hispanic/Latino	6777	80%	7687	73%	1904	67%	2857	80%	2286	82%
Native Hawaiian/Pacific Islander	14	93%	15	87%	--	--	--	--	--	--
Two or More	288	91%	328	92%	90	87%	112	92%	72	94%
White	4034	94%	4778	91%	1156	88%	1815	95%	1467	96%
LEP	1933	75%	2057	60%	572	57%	656	63%	312	55%
Special Ed	1127	45%	1222	32%	279	26%	459	46%	331	42%

Section II – 2014-2016 State versus District Results by Grade Level for STAAR and STAAR-EOC:

State v. LCISD STAAR 3-8 Estimated Results 2014 to 2016							
Grade	STAAR Test	2014 State	2014 LCISD	2015 State	2015 LCISD	2016 State	2016 LCISD
Grade 3	Reading	76%	82%	77%	85%	74%	81%
Grade 3	Math	70%	82%	77%	82%	76%	86%
Grade 4	Reading	74%	81%	74%	79%	77%	83%
Grade 4	Math	70%	83%	73%	81%	74%	83%
Grade 4	Writing	73%	78%	70%	76%	69%	73%
Grade 5	Reading	85%	91%	78%	83%	75%	90%
Grade 5	Math	88%	95%	79%	88%	79%	92%
Grade 5	Science	73%	79%	72%	78%	75%	80%
Grade 6	Reading	77%	85%	76%	82%	71%	80%
Grade 6	Math	79%	85%	75%	84%	74%	83%
Grade 7	Reading	75%	84%	75%	81%	72%	79%
Grade 7	Math	67%	78%	72%	77%	71%	75%
Grade 7	Writing	70%	82%	72%	77%	70%	77%
Grade 8	Reading	89%	93%	78%	84%	82%	88%
Grade 8	Math	86%	89%	75%	89%	73%	90%
Grade 8	Science	71%	78%	70%	78%	76%	84%
Grade 8	Social Studies	62%	71%	64%	76%	65%	77%

State v. LCISD STAAR EOC Estimated Results 2014 to 2016						
STAAR EOC	2014 State	2014 LCISD	2015 State	2015 LCISD	2016 State	2016 LCISD
English I	67%	74%	71%	74%	68%	67%
English II	69%	78%	72%	77%	72%	73%
Algebra I	80%	81%	81%	77%	82%	78%
Biology	89%	91%	91%	90%	89%	91%
US History	92%	95%	91%	93%	92%	95%

Section III – 2016 LCISD Estimated Results for Elementary Campuses:

Adolphus Elementary	Mathematics	Reading	Writing	Science
All Students	91%	87%	92%	83%
Economic Disadvantage	75%	57%	69%	77%
African American	81%	72%	86%	71%
Asian	97%	97%	90%	100%
Hispanic/Latino	91%	90%	89%	86%
White	93%	89%	97%	81%
LEP	82%	77%	--	--
Special Ed	53%	50%	--	--

Arredondo Elementary	Mathematics	Reading	Writing	Science
All Students	76%	75%	53%	78%
Economic Disadvantage	69%	67%	48%	61%
African American	58%	67%	45%	57%
Asian	90%	81%	60%	--
Hispanic/Latino	81%	77%	53%	68%
White	88%	81%	53%	96%
LEP	75%	65%	--	--
Special Ed	36%	36%	8%	--

Austin Elementary	Mathematics	Reading	Writing	Science
All Students	95%	94%	88%	92%
Economic Disadvantage	87%	83%	79%	71%
African American	91%	91%	--	--
Asian	--	--	--	--
Hispanic/Latino	93%	89%	85%	86%
White	97%	98%	91%	98%
LEP	--	--	--	--
Special Ed	57%	50%	--	--

Beasley Elementary	Mathematics	Reading	Writing	Science
All Students	81%	79%	70%	84%
Economic Disadvantage	78%	77%	65%	82%
African American	81%	85%	--	--
Asian	--	--	--	--
Hispanic/Latino	79%	77%	68%	85%
White	95%	85%	--	--
LEP	73%	63%	67%	85%
Special Ed	--	--	--	--

Bowie Elementary	Mathematics	Reading	Writing	Science
All Students	79%	67%	53%	58%
Economic Disadvantage	79%	65%	50%	56%
African American	56%	44%	--	--
Asian	--	--	--	--
Hispanic/Latino	81%	68%	53%	58%
White	74%	64%	--	55%
LEP	84%	68%	56%	58%
Special Ed	59%	17%	--	17%

Campbell Elementary	Mathematics	Reading	Writing	Science
All Students	99%	99%	95%	98%
Economic Disadvantage	--	--	--	--
African American	100%	100%	--	100%
Asian	100%	100%	--	91%
Hispanic/Latino	100%	98%	93%	96%
White	98%	99%	96%	100%
LEP	--	--	--	--
Special Ed	94%	81%	--	--

Dickinson Elementary	Mathematics	Reading	Writing	Science
All Students	97%	97%	93%	98%
Economic Disadvantage	80%	90%	--	--
African American	91%	82%	--	--
Asian	100%	100%	--	--
Hispanic/Latino	88%	94%	80%	100%
White	99%	98%	93%	97%
LEP	--	--	--	--
Special Ed	79%	71%	--	--

Frost Elementary	Mathematics	Reading	Writing	Science
All Students	98%	97%	91%	97%
Economic Disadvantage	100%	100%	--	--
African American	100%	100%	--	--
Asian	--	--	--	--
Hispanic/Latino	98%	96%	91%	93%
White	99%	98%	92%	100%
LEP	--	--	--	--
Special Ed	94%	82%	--	--

Hubenak Elementary	Mathematics	Reading	Writing	Science
All Students	96%	94%	85%	93%
Economic Disadvantage	92%	91%	78%	80%
African American	95%	95%	88%	92%
Asian	98%	95%	100%	90%
Hispanic/Latino	94%	93%	71%	88%
White	98%	94%	89%	100%
LEP	93%	83%	50%	74%
Special Ed	84%	68%	--	--

Huggins Elementary	Mathematics	Reading	Writing	Science
All Students	91%	87%	86%	84%
Economic Disadvantage	74%	67%	77%	60%
African American	71%	67%	--	--
Asian	--	--	--	--
Hispanic/Latino	84%	79%	85%	86%
White	93%	89%	86%	88%
LEP	75%	70%	--	--
Special Ed	39%	43%	45%	--

Hutchison Elementary	Mathematics	Reading	Writing	Science
All Students	87%	84%	78%	78%
Economic Disadvantage	82%	78%	74%	66%
African American	90%	90%	86%	75%
Asian	97%	88%	96%	86%
Hispanic/Latino	77%	75%	62%	75%
White	82%	82%	73%	78%
LEP	77%	66%	74%	62%
Special Ed	59%	44%	20%	43%

Jackson Elementary	Mathematics	Reading	Writing	Science
All Students	91%	85%	71%	82%
Economic Disadvantage	91%	84%	70%	81%
African American	90%	81%	--	--
Hispanic/Latino	91%	86%	72%	83%
White	--	--	--	--
LEP	90%	84%	75%	80%
Special Ed	--	--	--	--

Long Elementary	Mathematics	Reading	Writing	Science
All Students	94%	84%	73%	89%
Economic Disadvantage	93%	83%	67%	85%
African American	90%	79%	69%	72%
Hispanic/Latino	96%	86%	70%	94%
White	88%	82%	90%	93%
LEP	95%	80%	67%	88%
Special Ed	81%	55%	64%	--

McNeill Elementary	Mathematics	Reading	Writing	Science
All Students	90%	91%	81%	93%
Economic Disadvantage	84%	90%	71%	92%
African American	87%	89%	86%	93%
Asian	96%	91%	79%	94%
Hispanic/Latino	86%	91%	74%	94%
White	96%	95%	86%	95%
LEP	83%	89%	54%	86%
Special Ed	36%	45%	--	--

Meyer Elementary	Mathematics	Reading	Writing	Science
All Students	91%	78%	67%	67%
Economic Disadvantage	89%	75%	66%	65%
African American	88%	78%	69%	63%
Asian	--	--	--	--
Hispanic/Latino	93%	78%	72%	65%
White	81%	74%	--	90%
LEP	86%	69%	--	64%
Special Ed	35%	29%	--	--

Pink Elementary	Mathematics	Reading	Writing	Science
All Students	76%	64%	54%	59%
Economic Disadvantage	75%	61%	51%	58%
African American	71%	59%	64%	42%
Hispanic/Latino	77%	65%	51%	61%
White	--	--	--	--
LEP	86%	69%	62%	59%
Special Ed	45%	28%	--	27%

Ray Elementary	Mathematics	Reading	Writing	Science
All Students	94%	90%	88%	90%
Economic Disadvantage	93%	89%	85%	90%
African American	100%	100%	--	--
Asian	--	--	--	--
Hispanic/Latino	93%	88%	86%	89%
White	96%	96%	--	100%
LEP	92%	88%	81%	84%
Special Ed	70%	52%	--	50%

Smith Elementary	Mathematics	Reading	Writing	Science
All Students	71%	70%	51%	55%
Economic Disadvantage	72%	68%	48%	54%
African American	63%	75%	31%	50%
Asian	--	--	--	--
Hispanic/Latino	69%	67%	54%	52%
White	100%	84%	--	--
LEP	71%	56%	60%	34%
Special Ed	--	--	--	--

Thomas Elementary	Mathematics	Reading	Writing	Science
All Students	81%	71%	47%	58%
Economic Disadvantage	78%	64%	43%	46%
African American	77%	67%	42%	55%
Asian	100%	87%	--	80%
Hispanic/Latino	78%	66%	43%	58%
White	88%	84%	58%	65%
LEP	76%	50%	--	36%
Special Ed	35%	35%	--	--

Travis Elementary	Mathematics	Reading	Writing	Science
All Students	74%	66%	58%	62%
Economic Disadvantage	72%	63%	58%	58%
African American	72%	56%	--	--
Hispanic/Latino	74%	65%	54%	60%
White	74%	78%	58%	--
LEP	80%	71%	63%	74%
Special Ed	27%	15%	--	20%

Velasquez Elementary	Mathematics	Reading	Writing	Science
All Students	82%	89%	70%	84%
Economic Disadvantage	81%	84%	63%	72%
African American	75%	83%	60%	61%
Asian	100%	90%	--	--
Hispanic/Latino	85%	90%	67%	87%
White	79%	91%	74%	92%
LEP	75%	75%	--	60%
Special Ed	53%	53%	--	--

Williams Elementary	Mathematics	Reading	Writing	Science
All Students	93%	93%	82%	88%
Economic Disadvantage	92%	86%	75%	84%
African American	90%	93%	82%	93%
Asian	96%	95%	94%	85%
Hispanic/Latino	93%	90%	72%	83%
White	96%	96%	90%	89%
LEP	94%	85%	75%	73%
Special Ed	53%	58%	--	--

Section IV – 2016 LCISD Estimated Results for Middle School and Junior High Campuses:

Navarro Middle	Mathematics	Reading/ELA
All Students	79%	69%
Economic Disadvantage	77%	66%
African American	79%	62%
Asian	--	--
Hispanic/Latino	79%	69%
White	79%	79%
LEP	73%	53%
Special Ed	35%	19%

Ryon Middle	Mathematics	Reading/ELA
All Students	90%	89%
Economic Disadvantage	81%	78%
African American	80%	79%
Asian	94%	94%
Hispanic/Latino	89%	84%
White	95%	96%
LEP	92%	92%
Special Ed	56%	44%

Wertheimer Middle	Mathematics	Reading/ELA
All Students	90%	88%
Economic Disadvantage	79%	77%
African American	84%	86%
Asian	97%	95%
Hispanic/Latino	86%	83%
White	95%	93%
LEP	79%	77%
Special Ed	53%	45%

Wessendorff Middle	Mathematics	Reading/ELA
All Students	72%	70%
Economic Disadvantage	67%	62%
African American	68%	66%
Asian	100%	100%
Hispanic/Latino	68%	67%
White	84%	82%
LEP	54%	46%
Special Ed	16%	30%

Briscoe Jr High	Mathematics	Reading/ELA	Science	Social Studies	Writing
All Students	91%	90%	91%	86%	85%
Economic Disadvantage	82%	77%	86%	75%	69%
African American	87%	88%	88%	88%	74%
Asian	99%	96%	96%	95%	96%
Hispanic/Latino	86%	81%	84%	76%	79%
White	96%	95%	97%	93%	91%
LEP	73%	53%	58%	47%	56%
Special Ed	44%	38%	41%	27%	30%

George Jr High	Mathematics	Reading/ELA	Science	Social Studies	Writing
All Students	72%	71%	69%	66%	66%
Economic Disadvantage	70%	68%	66%	64%	62%
African American	66%	65%	62%	61%	64%
Asian	--	--	--	--	--
Hispanic/Latino	73%	71%	68%	64%	64%
White	77%	82%	82%	80%	77%
LEP	46%	36%	36%	35%	31%
Special Ed	28%	22%	28%	19%	14%

Lamar Jr High	Mathematics	Reading/ELA	Science	Social Studies	Writing
All Students	83%	77%	83%	69%	65%
Economic Disadvantage	78%	71%	77%	62%	59%
African American	79%	72%	81%	69%	66%
Asian	98%	95%	96%	91%	100%
Hispanic/Latino	80%	73%	80%	61%	57%
White	93%	91%	91%	89%	80%
LEP	67%	50%	63%	40%	32%
Special Ed	42%	23%	42%	27%	8%

Reading Jr High	Mathematics	Reading/ELA	Science	Social Studies	Writing
All Students	94%	95%	93%	86%	90%
Economic Disadvantage	88%	91%	88%	78%	83%
African American	89%	95%	88%	83%	85%
Asian	100%	98%	100%	94%	98%
Hispanic/Latino	93%	91%	89%	78%	86%
White	97%	97%	97%	92%	95%
LEP	77%	74%	64%	50%	76%
Special Ed	63%	57%	59%	26%	50%

Section V – 2016 LCISD Estimated Results for High School Campuses

Foster High School	Mathematics	Reading/ELA	Science	Social Studies
All Students	88%	80%	95%	97%
Economic Disadvantage	79%	64%	91%	91%
African American	81%	76%	95%	95%
Asian	88%	88%	93%	96%
Hispanic/Latino	84%	70%	92%	95%
White	95%	88%	98%	99%
LEP	59%	25%	67%	60%
Special Ed	40%	27%	59%	65%

George Ranch High School	Mathematics	Reading/ELA	Science	Social Studies
All Students	90%	85%	97%	98%
Economic Disadvantage	82%	70%	96%	94%
African American	82%	75%	96%	96%
Asian	100%	91%	100%	99%
Hispanic/Latino	88%	80%	96%	95%
White	96%	91%	98%	99%
LEP	82%	38%	75%	76%
Special Ed	52%	20%	69%	58%

Lamar Cons High School	Mathematics	Reading/ELA	Science	Social Studies
All Students	69%	63%	88%	94%
Economic Disadvantage	63%	54%	83%	91%
African American	54%	59%	86%	91%
Asian	100%	86%	94%	100%
Hispanic/Latino	69%	59%	85%	93%
White	87%	78%	100%	98%
LEP	45%	25%	61%	78%
Special Ed	35%	14%	54%	58%

Terry High School	Mathematics	Reading/ELA	Science	Social Studies
All Students	56%	53%	86%	91%
Economic Disadvantage	53%	47%	83%	89%
African American	45%	47%	87%	94%
Asian	--	--	--	--
Hispanic/Latino	56%	53%	85%	90%
White	71%	58%	87%	95%
LEP	37%	20%	66%	66%
Special Ed	25%	9%	43%	59%

Resource Persons: Valerie Vogt, Academic Administrator
 Brian Moore, Director of Research, Assessment, and Accountability

INFORMATION ITEM: BOARD POLICIES – FIRST READING

The following local policies are attached for review:

- BBI (LOCAL) – Board Members: Technology Resources and Electronic Communications
- BE (LOCAL) – Board Meetings
- BED (LOCAL) – Board Meetings: Public Participation
- CAA (LOCAL) – Fiscal Management Goals and Objectives: Financial Ethics

Local policies are customized to provide a procedure to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent

Note: For employee and student use of District technology resources, see CQ.

TECHNOLOGY RESOURCES	For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.
AVAILABILITY OF ACCESS	Access to the District's technology resources, including the Internet, shall be made available to Board members primarily for official duties and in accordance with administrative regulations.
LIMITED PERSONAL USE	Limited personal use of the District's technology resources shall be permitted if the use: <ol style="list-style-type: none">1. Imposes no tangible cost on the District; and2. Does not unduly burden the District's technology resources.
ACCEPTABLE USE	A Board member shall be required to acknowledge receipt and understanding of the user agreement governing use of the District's technology resources and shall agree in writing to allow monitoring of their use. Noncompliance may result in suspension of access or termination of privileges. Violations of law may result in criminal prosecution.
MONITORED USE	Electronic mail transmissions and other use of the District's technology resources by a Board member shall not be considered private. The Superintendent or designee shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.
DISCLAIMER OF LIABILITY	The District shall not be liable for a Board member's inappropriate use of technology resources, violations of copyright restrictions or other laws, mistakes or negligence, and costs incurred. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, appropriateness, or usability of any information found on the Internet.
RECORDS RETENTION	A Board member shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See BBE, CPC]

Note: For employee and student use of District technology resources, see CQ.

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RECORDS RETENTION

A Board member shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See BBE, CPC]

COMMUNICATIONS

Board members that communicate about District business electronically, including by means of social media postings, emails and texts, etc., or that allow electronic postings relating to District business on social media hosted by the board member, shall publish a conspicuous disclaimer providing that such communications are not made on behalf of the District or the District's Board of Trustees.

BOARD MEETINGS

**BE
(LOCAL)**

**MEETING PLACE AND
TIME**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

REGULAR MEETINGS

Regular meetings of the Board shall normally be held on the third Thursday of each month at 7:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

**SPECIAL OR
EMERGENCY
MEETINGS**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

**AGENDA
DEADLINE**

The deadline for submitting items for inclusion on the agenda is the sixth calendar day before regular meetings and the sixth calendar day before special meetings.

PREPARATION

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall place an item on the agenda if the item is requested by three Board members. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

NOTICE TO MEMBERS

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least two hours prior to the time of an emergency meeting.

CLOSED MEETING

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

BOARD MEETINGS

BE
(LOCAL)

- The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]
- ORDER OF BUSINESS** The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.
- RULES OF ORDER** The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.
- VOTING** Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]
- CONSENT AGENDA** The Board shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include these items, determined by the Board, grouped together under one action item. All such items shall be acted upon by one vote without separate discussion. The remaining items shall be adopted under a single motion and vote.
- MINUTES** Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.
- The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.
- DISCUSSIONS AND LIMITATION** Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.
- The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

BOARD MEETINGS

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(LOCAL)

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CURRENT

BOARD MEETINGS
PUBLIC PARTICIPATION

BED
(LOCAL)

LIMIT ON
PARTICIPATION

Audience participation at a Board meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

PUBLIC COMMENT

At regular and special Board meetings, except workshops and hearings other than public hearings, the Board shall allot time to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

BOARD'S
RESPONSE

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

The Superintendent may call upon District staff to respond to any question or request from the Board.

COMPLAINTS AND
CONCERNS

The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

DISRUPTION

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.

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No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

At Agenda Review Workshops, public comment shall be on the agenda and citizens shall be permitted to address the Board on any action item on the agenda. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee at the designated time and shall indicate the agenda item about which they wish to speak. No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board. All discussion at this time will be limited to action items noticed on the workshop agenda.

BOARD'S
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Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

The Superintendent may call upon District staff to respond to any question or request from the Board.

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All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
for Board members—BBF
for employees—DH
 - Financial conflicts of interest:
for public officials—BBFA
for all employees—DBD
for vendors—CHE
 - Compliance with state and federal grant and award requirements: CB, CBB
 - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
 - Systems for monitoring the District's investment program: CDA
 - Budget planning and evaluation: CE
 - Compliance with accounting regulations: CFC
 - Activity fund management: CFD
 - Criminal history record information for employees: DBAA, DC
 - Disciplinary action for fraud by employees: DCD, DCE, and DF series
-

**FRAUD AND
FINANCIAL
IMPROPRIETY**

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

DEFINITION

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

FINANCIAL CONTROLS
AND OVERSIGHT

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

FRAUD PREVENTION

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

REPORTS

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

	<p>law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.</p>
<p>PROTECTION FROM RETALIATION</p>	<p>Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]</p>
<p>FRAUD INVESTIGATIONS</p>	<p>In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.</p>
<p>RESPONSE</p>	<p>If an investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.</p> <p>If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.</p> <p>When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.</p> <p>The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.</p>
<p>FEDERAL AWARDS DISCLOSURE</p>	<p>The District shall disclose, in a timely manner in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal grant award. [See CBB]</p>
<p>ANALYSIS OF FRAUD</p>	<p>After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.</p>

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FINANCIAL ETHICS

CAA
(LOCAL)

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FINANCIAL ETHICS

CAA
(LOCAL)

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11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
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FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

COMMUNICATIONS/
CAMPAIGN
CONTRIBUTIONS

All trustees, employees, vendors, contractors, subcontractors, service providers, lobbyists, intermediaries, brokers and consultants shall act with integrity in connection with the District's procurement of goods and services. Except as provided below, political contributions, gifts, donations, or any other items of value, as well as communications regarding solicitations (including invitations for bids, requests for proposal, requests for qualifications, or any other form of solicitation), shall be prohibited from the date a solicitation is first advertised through thirty (30) days after any award or selection is made under the procurement

- (1) Between a potential vendor, contractor, subcontractor, service provider, respondent, offeror, lobbyist, intermediary, broker or consultant and any trustee or candidate who has filed to run for a trustee position;
- (2) Between any trustee and any member of a selection committee or evaluation committee; and
- (3) Between any trustee and administrator or employee.

The communications prohibition shall not apply to pre-bid or pre-proposal conferences, emergency contracts as allowed under Texas law, and presentations to the Board during a duly noticed public meeting.

Violation of this policy shall be considered unethical conduct and may result in the termination of any resulting selection or contract, as well as disbarment and/or disqualification from current and future procurement solicitations.

**INFORMATION ITEM: CONVERSION AND REMARKETING OF THE SERIES 2014A
LAMAR CISD VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS**

In May 2016, the Board of Trustees approved an Order authorizing the conversion to a new rate period and remarketing of the Series 2014A Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, as well as enacting other provisions of the Order.

The voters of Lamar CISD authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. As part of the voted authorization, the District sold \$90,000,000 in bonds as variable rate soft put bonds (Lamar CISD Variable Rate Unlimited Tax School Building Bonds, Series 2014A (the “Bonds”). The issuance of the Bonds as soft put bonds allowed the District to take advantage of low short-term interest rates and provided the District with the flexibility to pay off the Bonds when merited.

The Bonds were issued with an Initial Rate Period of two years at an Initial Rate of 2.00%. Pursuant to the terms of the Order Authorizing the Issuance of the Bonds (the “Original Order”), the District was obligated to use its best efforts to cause the outstanding Bonds to be converted from the Initial Rate Period to a different rate period on August 15, 2016. This conversion will result in the variable interest rate being reset for the duration of the new rate period selected by the District. Administration recommended remarketing the Bonds for a term rate period of two years to allow the District to take advantage of the short end of the yield curve and maintain variable rate debt within the overall debt portfolio.

On August 9, 2016, with the assistance of the Remarketing Agent (BOK Financial Securities), and the district’s financial advisor and bond counsel, the bonds were remarketed with a Term Rate Period of two (2) years ending on August 15, 2018. The Stepped Rate of 7% and Maximum Rate of 9% for the Bonds was confirmed as provided in the Original Order. The Bonds were well received by investors as a total of \$194,500,000 of orders were received from fifteen (15) different investors and each investor was allocated bonds for their portfolio.

As stated previously, the Bonds were issued at an Initial Rate of 2.00%. Pursuant to the remarketing, the new 2-year Term Rate is 1.05%, and will be effective at conversion on August 15, 2016. Since the variable rate bonds are budgeted at an assumed rate of 4.5%, this remarketing transaction should result in reductions to debt service budget requirements of approximately \$5.9 million (net of fees) over the 2017 and 2018 fiscal years. A new Term Rate Period and Term Rate will be set in two years.

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

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

- Exhibit "A" gives the LCISD collections made during the month of July 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 July 31, 2016, LCISD had collected 99.0 % 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
July 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	\$ 482,797.76	\$ 48,970.68	\$ 41,326.63	\$ 573,095.07	\$ 361,234.26	\$ 77,966.89	\$ 121,563.50	\$ 12,330.42
14	\$ 26,425.79	\$ 5,716.41	\$ 4,928.78	\$ 37,070.98	\$ 19,772.05	\$ 9,205.89	\$ 6,653.74	\$ 1,439.30
13	\$ 7,963.17	\$ 2,340.27	\$ 1,605.32	\$ 11,908.76	\$ 5,958.12	\$ 3,356.32	\$ 2,005.05	\$ 589.27
12	\$ 5,038.55	\$ 1,210.13	\$ 728.37	\$ 6,977.05	\$ 3,769.89	\$ 1,633.81	\$ 1,268.66	\$ 304.69
11	\$ 6,536.91	\$ 1,539.23	\$ 911.90	\$ 8,988.04	\$ 4,796.93	\$ 2,041.44	\$ 1,739.98	\$ 409.69
10	\$ 4,152.77	\$ 1,624.92	\$ 815.56	\$ 6,593.25	\$ 3,104.34	\$ 2,030.24	\$ 1,048.43	\$ 410.24
09	\$ 996.67	\$ 691.27	\$ 188.62	\$ 1,876.56	\$ 792.80	\$ 740.40	\$ 203.87	\$ 139.49
08	\$ 1,007.72	\$ 869.40	\$ 223.77	\$ 2,100.89	\$ 800.86	\$ 916.09	\$ 206.86	\$ 177.08
07	\$ 400.43	\$ 299.08	\$ 24.89	\$ 724.40	\$ 309.84	\$ 256.78	\$ 90.59	\$ 67.19
06	\$ 733.97	\$ 693.89	\$ 125.90	\$ 1,553.76	\$ 631.12	\$ 722.68	\$ 102.85	\$ 97.11
05	\$ 479.50	\$ 420.24	\$ 15.48	\$ 915.22	\$ 423.69	\$ 386.80	\$ 55.81	\$ 48.92
04	\$ 730.06	\$ 835.65	\$ 141.53	\$ 1,707.24	\$ 645.08	\$ 879.91	\$ 84.98	\$ 97.27
03	\$ 446.91	\$ 446.91	\$ -	\$ 893.82	\$ 402.74	\$ 402.74	\$ 44.17	\$ 44.17
02	\$ 446.91	\$ 482.66	\$ -	\$ 929.57	\$ 402.74	\$ 434.96	\$ 44.17	\$ 47.70
01	\$ 446.91	\$ 518.42	\$ -	\$ 965.33	\$ 402.74	\$ 467.19	\$ 44.17	\$ 51.23
00	\$ 506.71	\$ 643.90	\$ 14.00	\$ 1,164.61	\$ 451.09	\$ 587.21	\$ 55.62	\$ 70.69
99	\$ 447.40	\$ 590.95	\$ 0.23	\$ 1,038.58	\$ 404.27	\$ 534.22	\$ 43.13	\$ 56.96
98	\$ 574.31	\$ 908.50	\$ 61.53	\$ 1,544.34	\$ 530.96	\$ 901.46	\$ 43.35	\$ 68.57
97	\$ 574.31	\$ 959.55	\$ 63.83	\$ 1,597.69	\$ 530.96	\$ 950.96	\$ 43.35	\$ 72.42
96	\$ 655.97	\$ 1,068.37	\$ 25.98	\$ 1,750.32	\$ 595.55	\$ 995.95	\$ 60.42	\$ 98.40
95	\$ 605.91	\$ 993.69	\$ -	\$ 1,599.60	\$ 573.50	\$ 940.54	\$ 32.41	\$ 53.15
94	\$ 608.62	\$ 1,049.49	\$ 1.50	\$ 1,659.61	\$ 577.08	\$ 996.60	\$ 31.54	\$ 54.39
93	\$ 735.64	\$ 1,334.44	\$ 5.78	\$ 2,075.86	\$ 702.84	\$ 1,280.72	\$ 32.80	\$ 59.50
92	\$ 4.52	\$ 13.26	\$ 2.66	\$ 20.44	\$ 4.30	\$ 15.26	\$ 0.22	\$ 0.66
91	\$ 203.96	\$ 624.17	\$ 124.22	\$ 952.35	\$ 191.01	\$ 708.79	\$ 12.95	\$ 39.60
90	\$ 0.26	\$ 0.86	\$ 0.16	\$ 1.28	\$ 0.24	\$ 0.96	\$ 0.02	\$ 0.06
89 & prior	\$ 0.36	\$ 1.14	\$ 0.22	\$ 1.72	\$ 0.30	\$ 1.18	\$ 0.06	\$ 0.18
Totals	\$ 543,522.00	\$ 74,847.48	\$ 51,336.86	\$ 669,706.34	\$ 408,009.30	\$ 109,355.99	\$ 135,512.70	\$ 16,828.35

**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 7/31/2016
15	\$ 173,016,529.71	\$ 6,504,001.05	\$ 179,520,530.76	\$ 177,714,456.29	\$ 755,871.37	\$ 227,076.67	\$ 178,697,404.33	\$ 1,806,074.47
14	\$ 1,578,079.69	\$ 118,609.51	\$ 1,696,689.20	\$ 1,156,232.56	\$ 169,325.83	\$ 168,769.24	\$ 1,494,327.63	\$ 540,456.64
13	\$ 759,119.83	\$ (101,075.17)	\$ 658,044.66	\$ 312,299.02	\$ 49,966.20	\$ 34,273.62	\$ 396,538.84	\$ 345,745.64
12	\$ 693,023.94	\$ (144,125.57)	\$ 548,898.37	\$ 233,955.50	\$ 21,676.57	\$ 11,783.52	\$ 267,415.59	\$ 314,942.87
11	\$ 631,556.26	\$ (149,779.25)	\$ 481,777.01	\$ 213,756.22	\$ 15,520.70	\$ 8,321.39	\$ 237,598.31	\$ 268,020.79
10	\$ 605,391.03	\$ (283,459.67)	\$ 321,931.36	\$ 95,254.39	\$ 9,846.37	\$ 5,576.96	\$ 110,677.72	\$ 226,676.97
09	\$ 581,353.50	\$ (334,284.69)	\$ 247,068.81	\$ 66,215.07	\$ 6,946.25	\$ 2,939.98	\$ 76,101.30	\$ 180,853.74
08	\$ 587,734.40	\$ (410,763.81)	\$ 176,970.59	\$ 9,544.75	\$ 6,997.42	\$ 2,381.52	\$ 18,923.69	\$ 167,425.84
07	\$ 191,892.59	\$ (813.63)	\$ 191,078.96	\$ 6,136.63	\$ 4,563.02	\$ 1,103.98	\$ 11,803.63	\$ 184,942.33
06	\$ 127,543.57	\$ (19,120.96)	\$ 108,422.61	\$ 8,236.34	\$ 7,188.85	\$ 2,201.09	\$ 17,626.28	\$ 100,186.27
05	\$ 142,756.89	\$ (2,177.73)	\$ 140,579.16	\$ 4,247.05	\$ 5,124.44	\$ 1,623.31	\$ 10,994.80	\$ 136,332.11
04	\$ 65,622.10	\$ (2,519.91)	\$ 63,102.19	\$ 3,194.18	\$ 4,288.24	\$ 1,322.74	\$ 8,805.16	\$ 59,908.01
03	\$ 48,382.85	\$ (884.69)	\$ 47,498.16	\$ 2,101.21	\$ 2,966.35	\$ 625.80	\$ 5,693.36	\$ 45,396.95
02	\$ 32,774.61	\$ (892.92)	\$ 31,881.69	\$ 1,116.62	\$ 1,563.10	\$ 251.31	\$ 2,931.03	\$ 30,765.07
01	\$ 30,373.59	\$ (952.43)	\$ 29,421.16	\$ 1,147.70	\$ 1,686.78	\$ 257.10	\$ 3,091.58	\$ 28,273.46
00	\$ 26,210.82	\$ (119.72)	\$ 26,091.10	\$ 1,160.57	\$ 1,877.57	\$ 296.83	\$ 3,334.97	\$ 24,930.53
99	\$ 27,765.44	\$ (102.65)	\$ 27,662.79	\$ 1,613.18	\$ 2,964.52	\$ 531.12	\$ 5,108.82	\$ 26,049.61
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,717.30	\$ 3,348.57	\$ 598.99	\$ 5,664.86	\$ 17,601.40
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 1,282.27	\$ 2,550.25	\$ 408.63	\$ 4,241.15	\$ 16,034.19
96	\$ 16,372.69	\$ (5,792.67)	\$ 10,580.02	\$ 1,750.37	\$ 3,688.57	\$ 583.16	\$ 6,022.10	\$ 8,829.65
95	\$ 8,069.69	\$ (1,671.22)	\$ 6,398.47	\$ 1,683.86	\$ 3,693.39	\$ 566.65	\$ 5,943.90	\$ 4,714.61
94	\$ 5,144.31	\$ (538.75)	\$ 4,605.56	\$ 1,066.94	\$ 2,257.40	\$ 251.43	\$ 3,575.77	\$ 3,538.62
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ 846.63	\$ 1,645.21	\$ 69.05	\$ 2,560.89	\$ 1,792.39
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 57.57	\$ 69.92	\$ 19.12	\$ 146.61	\$ 3,766.06
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,709.70	\$ 5,197.88	\$ 1,036.12	\$ 7,943.70	\$ 9,556.88
Totals	\$179,230,061.90	\$ 5,163,535.12	\$184,393,597.02	\$ 179,840,781.92	\$1,090,824.77	\$472,869.33	\$181,404,476.02	\$4,552,815.10

**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	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY	99.0%	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 JULY 31, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 7/31/2016	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$177,714,456	101.02%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$2,126,326	98.90%
TOTAL		\$178,070,949	\$179,840,782	100.99%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JULY 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	\$ 177,714,456
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,504,001
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,156,233	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 118,610	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 312,299		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (101,075)		
4 Collections	\$ 199,270	\$ 308,264	\$ 233,956			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (144,126)			
5 Collections	\$ 268,598	\$ 213,756				
Adj. To Roll	\$ 527,967	\$ (149,779)				
6 Collections	\$ 95,254					
Adj. To Roll	\$ (283,460)					
TOTAL:						
COLLECTIONS	\$ 134,029,015	\$ 137,842,322	\$ 141,849,991	\$ 149,272,387	\$ 161,376,661	\$ 177,714,456
ADJUSTED TAX ROLL	\$ 134,255,690	\$ 138,110,343	\$ 142,164,933	\$ 149,618,133	\$ 161,917,117	\$ 179,520,531
BALANCE TO BE COLLECTED	\$ 226,676	\$ 268,021	\$ 314,942	\$ 345,746	\$ 540,456	\$ 1,806,074
ADJ. TAXABLE VALUE	\$ 9,838,825,288	\$ 9,935,638,508	\$ 10,227,325,098	\$ 10,763,507,258	\$ 11,648,294,456	\$ 12,914,681,541
TOTAL % COLLECTIONS AS OF JULY 31, 2016	99.8%	99.8%	99.8%	99.8%	99.7%	99.0%
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 HS)	Application # 26	\$	468,970.35
Drymalla Construction (Leaman JHS)	Application # 26	\$	380,886.35
Drymalla Construction (Lindsey Elementary)	Application # 2	\$	440,926.35
Dumas Painting (Pink Elementary)	Application # 1	\$	31,568.00
Engineered Air Balance (Fulshear HS)	Application # 9	\$	32,560.00
Engineered Air Balance (Fulshear HS)	Application # 10	\$	5,200.00
Engineered Air Balance (Leaman JHS)	Application # 7	\$	6,350.00
Engineered Air Balance (Leaman JHS)	Application # 8	\$	14,440.00
Franks Iron Works (Pink Elementary)	Application # 1	\$	17,250.00
Gamma Construction (Bentley Elementary)	Application # 9	\$	1,762,953.00
Gilbane (2011 Bond Program)	Application # 51	\$	88,193.00
Kelly Kaluza (Lamar Consolidated HS Band Hall)	Application # 1	\$	4,330.00
Kelly Kaluza (Terry HS Band Hall)	Application # 1	\$	4,560.00

Kelly Kaluza (Terry HS Baseball/Softball)	Application # 1	\$	7,880.00
PBK Architects (Bentley Elementary)	Application # 8	\$	4,491.52
PBK Architects (Lindsey Elementary)	Application # 5	\$	2,291.17
PBK Architects (Pink Elementary - Reimbursables)	Application # 1	\$	165.00
PBK Architects (Terry HS Baseball Complex)	Application # 1	\$	1,800.00
PBK Architects (Terry HS Baseball Complex)	Application # 2	\$	1,800.00
PBK Architects (Terry HS Baseball Complex)	Application # 3	\$	3,600.00
PBK Architects (Transportation Satellite)	Application # 6	\$	2,488.05
PBK Architects (Transportation Satellite)	Application # 8	\$	622.01
PBK Architects (Traylor Stadium)	Application # 23	\$	540.00
Phil's Plumbing (Pink Elementary)	Application # 1	\$	265,368.00
Phil's Plumbing (Pink Elementary)	Application # 2	\$	18,312.00
Terracon (Bentley Elementary)	Application # 8	\$	2,857.00
Terracon (Huggins Elementary)	Application # 1	\$	3,650.00
Terracon (Lindsey Elementary)	Application # 2	\$	14,244.25

Terracon (Terry HS Baseball/Softball)	Application # 1	\$	4,700.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 12	\$	213,724.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 13	\$	213,724.00
VLK Architects (New Ag Barn)	Application # 3	\$	67,065.00

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

Work Request Summary for July, 2016:

- The Department completed 629 requests
- The Department received 130 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Removing and cleaning lint trap filters in the kitchens at Briscoe Junior High
- Assembling office chairs at Brazos Crossing
- Replacing the water filter and cleaning the ice machine at the Lamar Consolidated Natatorium
- Installing a pencil sharpener in a classroom at Adolphus Elementary
- Hanging a whiteboard on the wall in a classroom at George Junior High
- Replacing bleacher boards at the tennis courts at George Junior High
- Hanging a banner in the band hall at Foster High
- Applying silicone to the awning at Briscoe Junior High
- Testing the natural gas piping distribution system at Terry High and Taylor Ray Elementary
- Testing the domestic water system backflow device at Smith Elementary
- Repairing light fixtures in the auditorium at George Ranch High and Terry High
- Installing ground fault circuit interrupters in the science room at Terry High
- Replacing fire alarm system devices at Hubenak Elementary and Williams Elementary
- Replacing fire alarm system batteries at McNeill Elementary and Terry High
- Repairing light fixtures in the auditorium at Lamar Consolidated High
- Replacing the fire alarm system horn/strobe at Smith Elementary
- Replacing the fire alarm system batteries at Campbell Elementary
- Replacing the evacuation system batteries at Terry High
- Performing bi-annual AED inspections throughout the District
- Adding concrete to the curb in the parking lot at McNeill Elementary
- Installing a transition strip in the hallway at McNeill Elementary
- Assisting in moving the bulk head in the Lamar Consolidated Natatorium
- Hanging new fire extinguishers in the portable buildings throughout the District

- Building and installing a new countertop in the teachers' lounge at Smith Elementary
- Cleaning out the gutters at Jane Long Elementary
- Installing new signs on the entrance to Common Threads
- Removing chalk boards to paint the walls at Common Threads
- Installing new mini blinds in a classroom at Bowie Elementary
- Relocating desks in the Human Resources department at Brazos Crossing
- Cutting a floor mat for the front office at Maintenance and Operations
- Repairing a metal door frame in a classroom at Jane Long Elementary
- Caulking the sink in the restroom at Arredondo Elementary
- Replacing ceiling tiles in the concession stand at Traylor Stadium
- Installing soap, toilet paper and paper towel dispensers in the new restroom for the portable buildings at Hubenak Elementary
- Removing and cleaning the lint trap filters in the cafeteria kitchen at Foster High
- Replacing the VCT tiles in the ISS restroom at Terry High
- Repairing a chair and installing mini blinds in a classroom at Adolphus Elementary
- Repairing the domestic water piping distribution system leak at Hubenak Elementary
- Repairing a sink drain at Ryon Middle
- Replacing wiring on pole lights at Satellite Transportation
- Retrofitting light fixtures at 1621 Place and Jane Long Elementary
- Creating new keys for Leaman Junior High
- Replacing fire alarm system batteries at George Ranch High, Velasquez Elementary, and Smith Elementary
- Replacing the fire alarm system heat detector in the kitchen at Velasquez Elementary
- Repairing the ramp to the gym and the gazebo at Jane Long Elementary
- Installing new signs at Common Threads
- Replacing ceiling tiles and light covers in the gym at Jane Long Elementary
- Installing a new partition in the boys restroom in the portable building at Hubenak Elementary
- Installing spacers on the bookshelf in the library at Campbell Elementary
- Replacing floor tiles in the cafeteria at Terry High
- Repairing drywall at Satellite Transportation
- Removing a white board and calendar board from the front office at Terry High
- Repairing light fixture covers throughout the school at Jane Long Elementary
- Repairing cracks around the windows in a classroom at Navarro Middle
- Repainting the laminate around the sink area in a classroom at Navarro Middle

Energy Management

Energy assisted by:

- Reviewing and entering monthly gas, water and electrical bills into SchoolDude

- Walking through facilities to ensure the proper function of buildings district-wide
- Checking schedules and times to ensure max energy savings on lights and HVAC district-wide
- Meeting with engineers for the chiller project
- Scheduling walks for the project sites
- Addressing the humidity issues in the band hall at George Junior High
- Beginning the installation of the heating coil in AHU for the humidity control
- Monitoring daily at the Fulshear complex due to low city water pressure
- Meeting with engineers for the chiller projects
- Attending the elementary prototype meeting
- Scheduling a meeting with SchoolDude to discuss the upcoming year
- Continually scanning control and operational issues with HVAC equipment at Fulshear High and Leaman Junior High
- Finalizing the scope of work for the chiller replacement at the Fulshear Complex
- Receiving the Athletic Coordinator's schedules for the field houses for football season
- Preparing for presentation through break-out sessions for the coach's in-service at Lamar Consolidated High

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Stripping and refinishing the floors at Smith Elementary
- Extracting carpets in the office area of Lamar Junior High
- Stripping and refinishing floors in the locker rooms at Lamar Consolidated High
- Deep cleaning the east side of the school at McNeill Elementary
- Deep cleaning of classrooms and light fixtures at Taylor Ray Elementary
- Extracting carpets throughout the school at Briscoe Junior High
- Deep scrubbing and refinishing floors on the second floor at George Ranch High
- Laying floor finish in the gym and cafeteria at Williams Elementary
- Deep cleaning and extracting carpets in the office area at Velasquez Elementary
- Completing the deep scrubbing and recoating of classroom floors at Huggins Elementary
- Deep scrubbing throughout the school at Taylor Ray Elementary
- Completing the summer cleaning at the Alternative Learning Center
- Extracting carpets and deep cleaning at Travis Elementary
- Stripping floors throughout the school at Terry High
- Sanding the floors of the gyms at George Junior High
- Sanding the floors in the gym at Navarro Middle
- Extracting carpets in the library and hallways at Wessendorff Middle
- Deep scrubbing floors and applying floor finish at Reading Junior High
- Continuing to deep clean at Foster High
- Completing the deep cleaning of classrooms at Bowie Elementary

- Stripping and refinishing the floors in the cafeteria and hallways at Lamar Junior High and Lamar Consolidated High
- Stripping and recoating the floor in the 1st grade area at Jane Long Elementary
- Extracting carpets in the portable buildings at Williams Elementary
- Scrubbing and recoating the floors in the science rooms at Ryon Middle
- Scrubbing floors and laying finish in the field house at Fulshear High
- Deep cleaning the seats and bleachers at the Lamar Consolidated Natatorium
- Stripping and refinishing the floors in the gym and cafeteria at Hubenak Elementary
- Providing rodent control throughout the District
- Applying ant control at Arredondo Elementary
- Providing weed control throughout the District
- Assisting the Bug Man in providing pest control district-wide
- Performing maintenance on athletic fields
- Fertilizing athletic fields district-wide
- Mowing at campuses district-wide
- Performing playground maintenance district-wide
- Delivering tables for the job fair at Briscoe Junior High
- Trimming trees at Austin Elementary
- Attending the irrigation demonstration held at Fulshear High
- Installing a toy at Bowie Elementary
- Spreading kiddie cushion at Hutchison Elementary
- Assisting in the fire watch at Frost Elementary

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)



**10.B.#6a. – PLANNING
BOARD REPORT
AUGUST 18, 2016**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	11,146,064.96	10,697,952.76	173,393,306.28
EXISTING FACILITIES	23,724,459.00	146,331.95	4,765,324.62	18,812,645.67
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	124,158.25	2,358,577.31	3,683,328.51
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,149,215.00</u>	<u>11,418,155.16</u>	<u>18,659,053.88</u>	<u>204,069,913.27</u>

Current 2011 Bond Program Projects:



Fulshear HS



Dean Leaman JHS



Field House



Competition Football Field

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, & Sitework :

(Refer to Design Development booklet for floor plans)

- ❖ Substantial Completion issued July 1, 2016.
- ❖ Final punch list items are ongoing and near completion.
- ❖ Fire Marshall and Health Department Final Inspections are complete and accepted.
- ❖ Security Cameras are operational and monitored.
- ❖ Furniture is assembled and in place.
- ❖ Track surfacing is complete.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete, bleachers and press box are installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding is complete. Hydro mulch is near complete. A second coat will be applied to cover areas that did not grow in per contract specifications.
- ❖ Parking and Fire Lane striping is 99% complete. The parking lot space numbering all that remains.
- ❖ Bois D'Arc Road has been inspected and documents have been submitted to the City.
- ❖ Detention pond work is complete.

Fieldhouse

- ❖ Weight Room Floors are 95% complete.
- ❖ All lockers are installed.
- ❖ Restroom partitions and accessories are complete.

Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf 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.



Ag Barn #2 is a new 15,600 sf facility located on FM 359.

New AG Barn #2:

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction which provides the best value to the District and will be recommended to the Board for approval.
- ❖ Plat has been approved by City of Houston Planning and will be presented to City Council this month.



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 June 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 and women 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 June 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 June 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 June 1, 2016: \$1,083,368.69

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 June 1, 2015: \$0.00



Traylor Stadium Track & Turf

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 June 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 to 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 June 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 June 1, 2016: \$423,579.04

Lamar 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 yard 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 May1, 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 June 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 June 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 June 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 June 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 June 1, 2016: \$59,641.00

Lamar 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 June 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 June 1, 2016: \$29,923.47

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

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

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

Uncommitted funds as of June 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 June 1, 2016: 1,668,190.94



Traylor Stadium

The 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 June 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 June 1, 2016:\$7,342.99

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

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of June 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 June 1, 2016: \$29,019.00

Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing 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 June 1, 2016:\$21,698.57



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of June 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 June 1, 2016: \$33,513.01

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



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 June 1, 2016:\$53,371.11

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

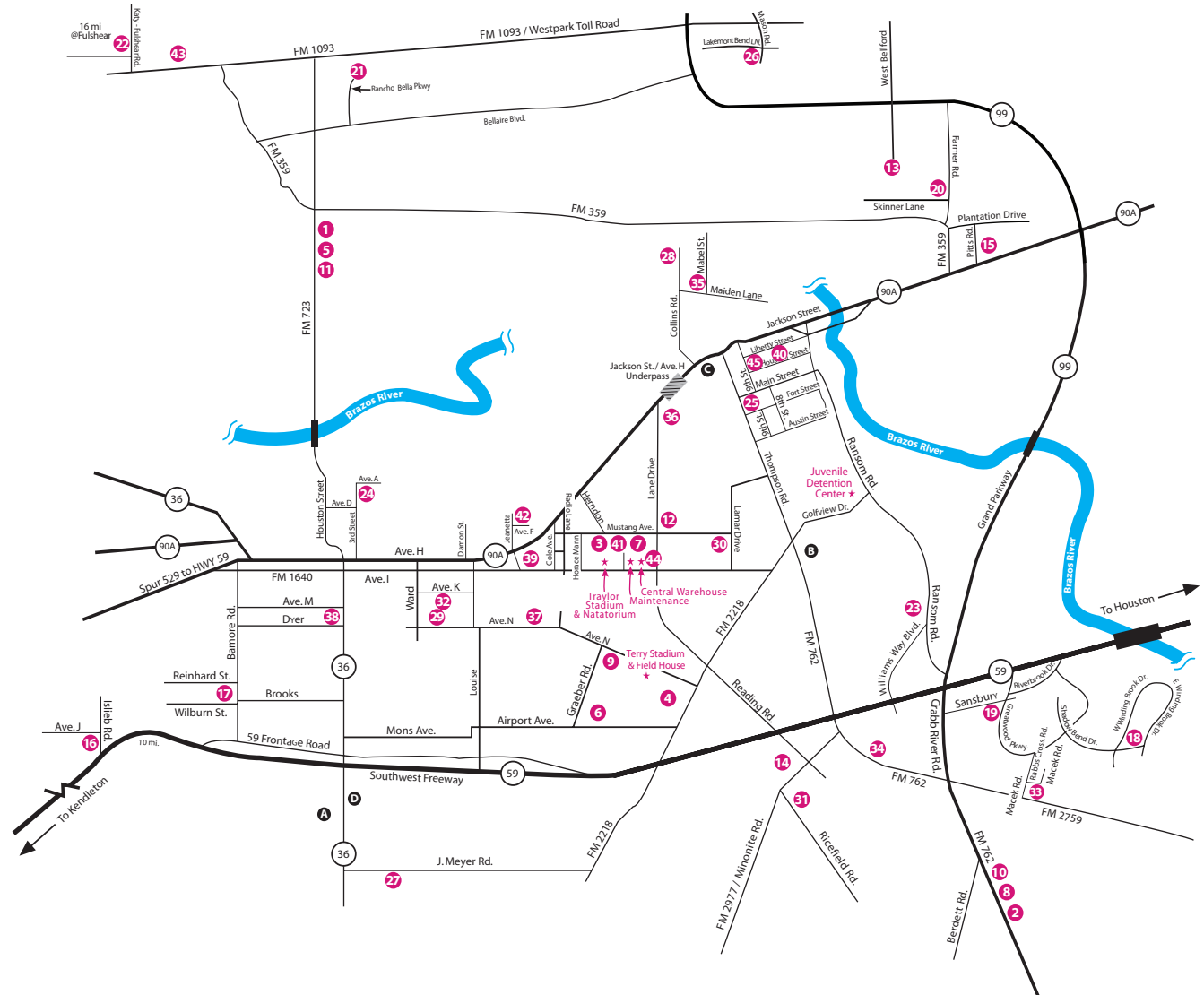
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

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
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	19,577,553.00	2,432,502.00	7,546,012.41	22,010,055.00
Chiller Replacement	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	19,751,345.00	4,072,177.00	1,319,058.78	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	439,692.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	33,539.00	990,000.00
Huggins Elementary School	700,000.00	22,210.00	677,790.00	8,560.00	700,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	15,430.00	1,056,000.00
LCHS Band Hall	700,000.00	36,830.00	663,170.00	30,000.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	513,896.00	542,104.00	126,210.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	29,400.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	29,400.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	29,391.00	8,855,872.00
Support Services Center	12,146,000.00	1,159,930.00	10,986,070.00	560,505.00	12,146,000.00
THS Band Hall	700,000.00	37,310.00	662,690.00	30,000.00	700,000.00
THS Baseball	975,000.00	108,830.00	866,170.00	33,200.00	975,000.00
Sub Total - Bond Sale 1	117,670,936.00	43,816,334.00	73,907,263.00	10,259,648.19	116,870,936.00
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
James W. Roberts Middle School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear HS 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	198,816,034.00	47,082,830.00	151,785,865.00	10,259,648.19	198,016,034.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is 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 reduction and quality assurance opportunities.

Accomplishments This Month:

- The Huggins Elementary School Driveway has been advertised for bids.
- Launched the 2014 Bond website
- Poured the last grade beam at Bentley Elementary School
- Completed structural steel erection at Bentley Elementary School
- Completed the Pink Elementary School water intrusion repairs

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

- Erection of steel framing is complete. Roof panel placement is progressing.
- Topping slabs are complete in all areas A, B, C, and D.
- Metal stud exterior framing has begun in area B and wall sheathing has begun in area A.
- Placing of CMU walls has begun in area B.
- Ductwork installation, plumbing piping and electrical conduit is nearing completion in area A.
- Comments have been received from TxDOT for FM 359 improvements and responses have been submitted for approval.
- As of 7/31/16, the construction contract is approximately 39% complete.

SCHEDULE MILESTONES

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

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



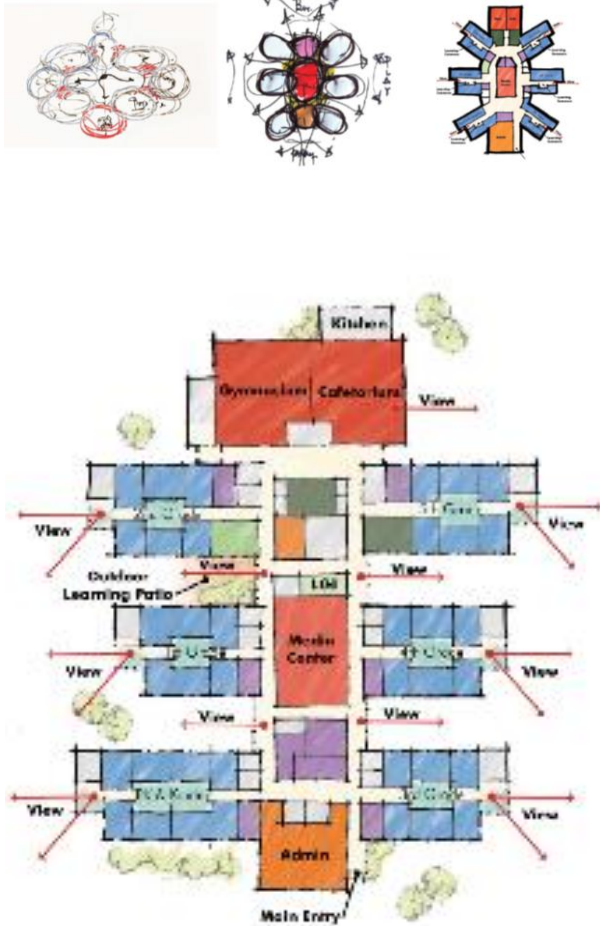
OVERVIEW

- Permits have been acquired.
- Submittals are approximately 20% complete.
- Piers are complete under the building pad.
- Approximately 40% of the grade beams are in place
- Underground utilities are approximately 80% complete.
- Site grading is approximately 50% complete.
- The project is 9.4% complete.

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

NEW ELEMENTARY SCHOOLS #26 & #27



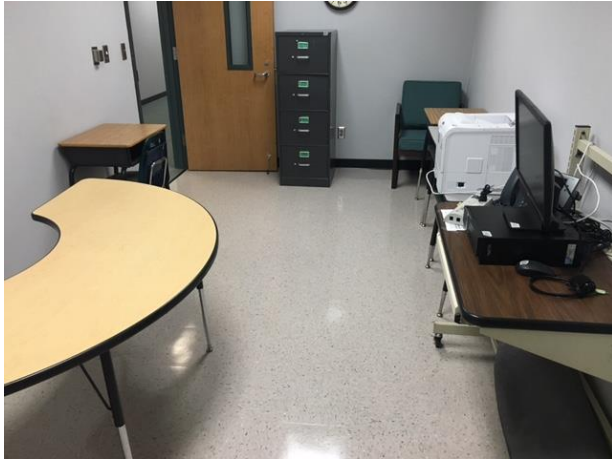
SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: Third Quarter 2018

OVERVIEW

- Refinement of the Design concept is progressing. VLK Architects has presented schematic designs to the building committee. Comments are being incorporated to the design for further review.
- User groups are meeting to develop detailed planning for all spaces in the building.
- Sites have not yet been identified for these schools.

PINK ELEMENTARY SCHOOL



SCHEDULE MILESTONES

Phase 1 – Plumbing Repairs and Exterior Building Repairs for Water Intrusion

- Current Phase: Construction
- Construction Start: June 2016
- Construction Completion: August 2016

Phase 2 – Crack Repairs

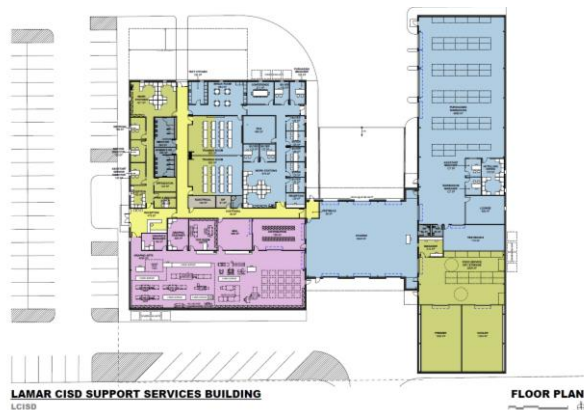
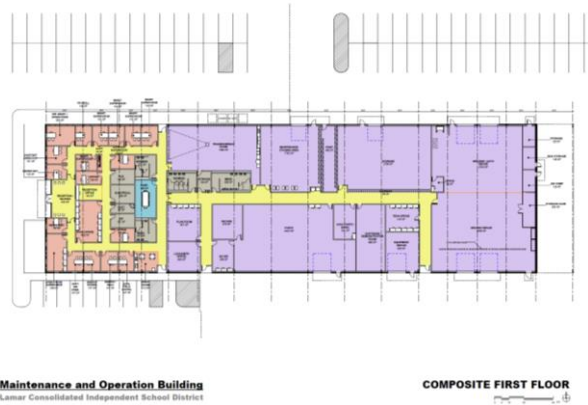
- Current Phase: Design Development
- Construction Start: June 2017
- Construction Completion: August 2017

OVERVIEW

Pink Elementary School Repairs

- Work to repair Pink Elementary School has been broken into two phases:
- Phase 1 - Plumbing repairs and replacement of caulking around the exterior of the building are in progress. **COMPLETE**
- Phase 2 will repair the cracks in interior walls, adjust ceilings, adjust doors that need alignment and re-level some floor areas.

SUPPORT SERVICES CENTER



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

SCHEDULE MILESTONES

Phase 1 – New Maintenance Facility

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 1st Quarter 2018

Phase 2 – Renovate Existing Facilities

- Construction Start: 2nd Quarter 2018
- Construction Completion: 4th Quarter 2018



OVERVIEW

Phase 1

- Maintenance and Operations will be constructed on the new site.
- Floor and site plans have been developed and reviewed.

Phase 2

- Existing structures currently housing M&O, Purchasing and Food Service will be renovated. A new dock area and enclosed link will be constructed between the two existing buildings enhancing access and providing additional parking for the football stadium.
- Floor and site plans have been developed and reviewed.

PRACTICE POOLS

Foster High School

Fulshear High School

George Ranch High School



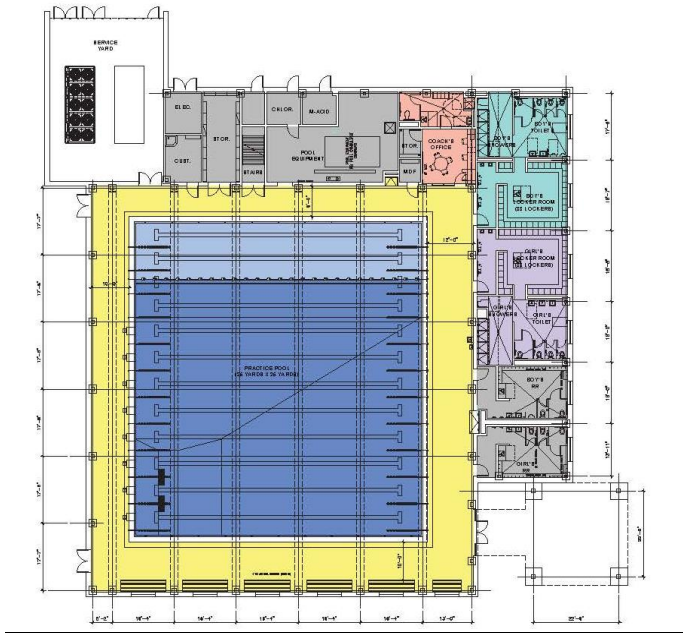
Foster High School



Fulshear High School



George Ranch High School



OVERVIEW

- Schematic Design phase continues.
- Exterior designs that incorporate surrounding building aesthetics and themes are being used for each practice pool.
- Geotechnical and surveying proposals have been received.

SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES

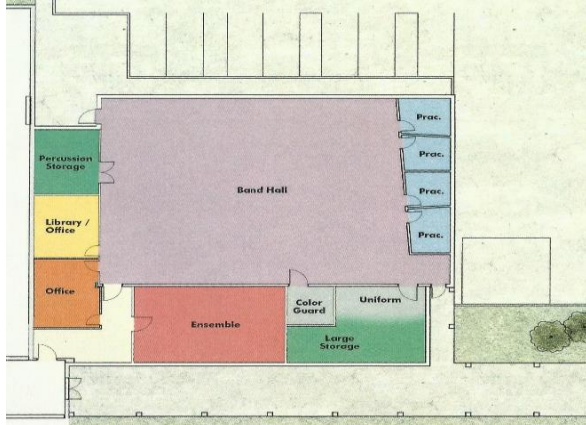
- Current Phase: Design
- Construction Start: 3rd Quarter 2016
- Construction Completion: 2nd Quarter 2017

OVERVIEW

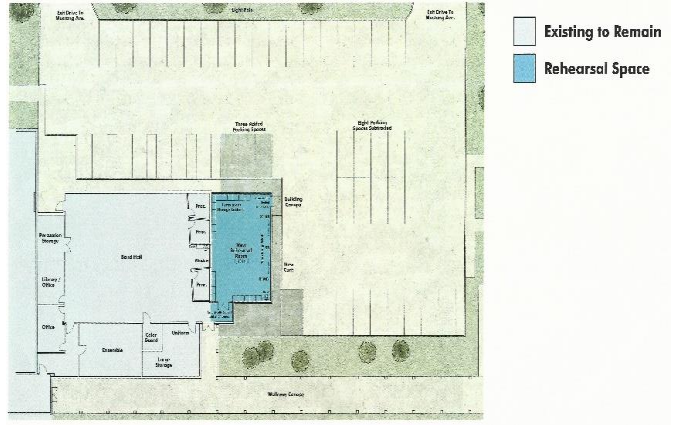
- Building Committee has continued to meet to finalize the scope of the work.
- Conceptual design and cost breakdown has been reviewed by the Building Committee.
- Scope will include new baseball and softball dugouts, new backstop netting, new concessions/ticketing/restroom building, new softball press box and new paving.
- The prioritization of the Baseball/Softball complex improvements has been ongoing and will require some work to be provided through Maintenance & Operations.

BAND HALL EXPANSION

Lamar Consolidated High School

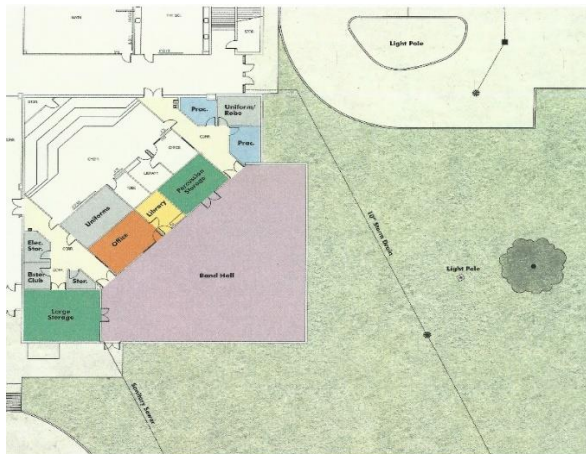


Existing Band Room

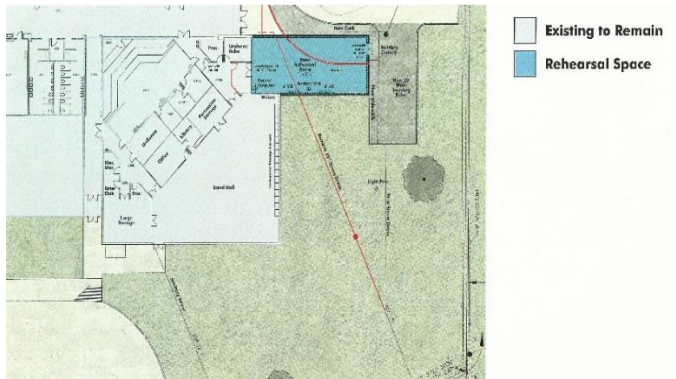


New Rehearsal Hall Addition

Terry High School



Existing Band Room



New Rehearsal Hall Addition

SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- A new Rehearsal Hall will be constructed on each campus.
- The layout of the building additions has been finalized.
- Schematic Design is being finalized.

SATELLITE AG BARN #3

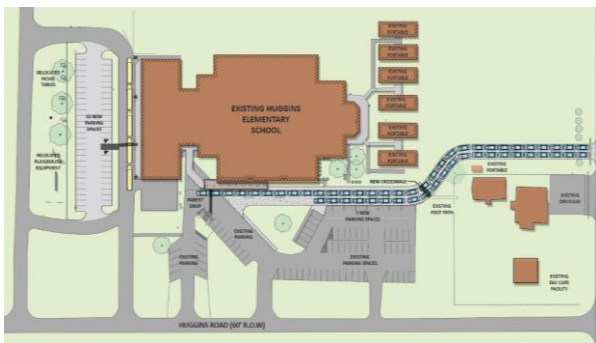
SCHEDULE MILESTONES

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

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 Barn #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.

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2016
- Construction Completion: 1st Quarter 2017

OVERVIEW

- Planned work will add off-street parent drop-off/pick-up to relieve the traffic congestion on the streets leading up to the school.
- Additional on-site parking will be constructed within the bus loop area.
- Project is preparing to advertise for construction proposals.
- Work is planned to begin in the Fall 2016.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



OVERVIEW

- Have met with KCI Technologies to outline the scope of work for the upgrades.
- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

HVAC WEB-BASED CONTROLS



OVERVIEW

- Engineers are defining the scope of work for the web-based controls project.
- 8 schools changing from dial-up modem to web-based controls.
- Will require changing of control modules throughout schools.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

CHILLER REPLACEMENT



OVERVIEW

- Engineers are defining the scope of work for the chiller replacement project.
- 6 schools will have their chillers replaced.

SCHEDULE MILESTONES

- Current Phase: Programming
 - Construction Start: 1st Quarter 2017
 - Construction Completion: 2nd Quarter 2017
-

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - a. **Elementary #28**
 - b. **Fulshear 6th Grade School**
 - c. **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 July, the following changes were made:

Trainees hired:	1
Full time drivers hired:	0
Bus aides hired:	2
Drivers resigned	0
Bus Aides resigned	0

As of the date of this report, we have:

Total Drivers in Training	4
Waiting on skills test	1
Ready to take a route	5

Hiring Incentive Paid:	Employee	Referrer
Initial	2	2
Six Months	0	0

ACCIDENTS:

There were no accidents in July.
There were no accidents in June.

FIELD TRIPS:

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	12	1,310
Fulshear	6	1,368

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of three (3) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage (gallons)	Rosenberg	Fulshear
Diesel	3,550	798
Unleaded	4,578	172

ROUTING AND SCHEDULING:

For summer school, some routes ended in June. The following routes continued in July:

PreK/K:	14
Elementary:	9
Secondary:	8
George / Navarro Blast:	8
Special Needs:	20 (Includes one to Settler’s Way and one to Avondale)

PreK/K and Special Needs routes were home to school. All other routes were from home campus to the summer campus. Secondary routes also operated at midday to accommodate morning and afternoon sessions.

TRAINING AND OTHER EVENTS:

New driver training was ongoing in July, and our training supervisor held a 20 hour Texas DPS School Bus Driver Certification Class at the Fulshear location. All new drivers must attend the 20 hour class, and all drivers must attend an 8 hour recertification class every 3 years.

STUDENT DISCIPLINE:

No discipline reports were issued in July.

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

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE:

The M&O Department has completed gathering information for the installation of new six (6) foot galvanized fence. These estimates total \$260,620. A specification for vendors has been put together. The elementary school principals have been consulted with to finalize the specification. This project has been advertised and zero (0) bidders responded to the request. We are now changing the specification and will be re-advertising to try to bring in more bidders.

Beasley Elementary	1,390 ft @ \$20/ft = \$27,800
Bowie Elementary	1,776 ft @ \$20/ft = \$35,520
Campbell Elementary	1,845 ft @ \$20/ft = \$36,900
Hubenak Elementary	490 ft @ \$20/ft = \$ 9,800
Huggins Elementary	645 ft @ \$20/ft = \$12,900
McNeill Elementary	1,600 ft @ \$20/ft = \$32,000
Meyer Elementary	1,535 ft @ \$20/ft = \$30,700
Pink Elementary	1,570 ft. @ \$20/ft = \$31,400
Thomas Elementary	30 ft @ \$20/ft = \$ 600 + gates
Velasquez Elementary	395 ft @ \$20/ft = \$ 7,900
Williams Elementary	1,755 ft @ \$20/ft = \$35,100

PARKING LOT LIGHTING RETROFIT:

Maintenance and Operations with the assistance of the Purchasing Department has determined that this project has time and will best benefit the District to postpone the Competitive Sealed Proposals (CSP) and advertise after the first of the year. This bid process was stopped and will not be brought forward at this time. The SCORE rebates are currently unavailable and could be very significant. For this reason the project will be revisited to insure eligibility with the SCORE Program.

Resource Person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: ENERGY MANAGEMENT REPORT
JANUARY – MAY 2014, 2015, 2016**

This report reflects an overall increase of 2,136,107.85 Kwh for January through May 2016 from the previous year, 2015. For the same time period compared to the year 2014 the report reflects an increase of 3,224,636.30 Kwh.

Using the baseline approach, the District reflects a decrease of 463,146.03 Kwh for January through May 2016 from the previous year, 2015. For the same time period compared to the year 2014 the report reflects a decrease of 396,537.58 Kwh. The baseline does not include Arredondo Elementary, LCISD Natatorium, and Fulshear High School Complex.

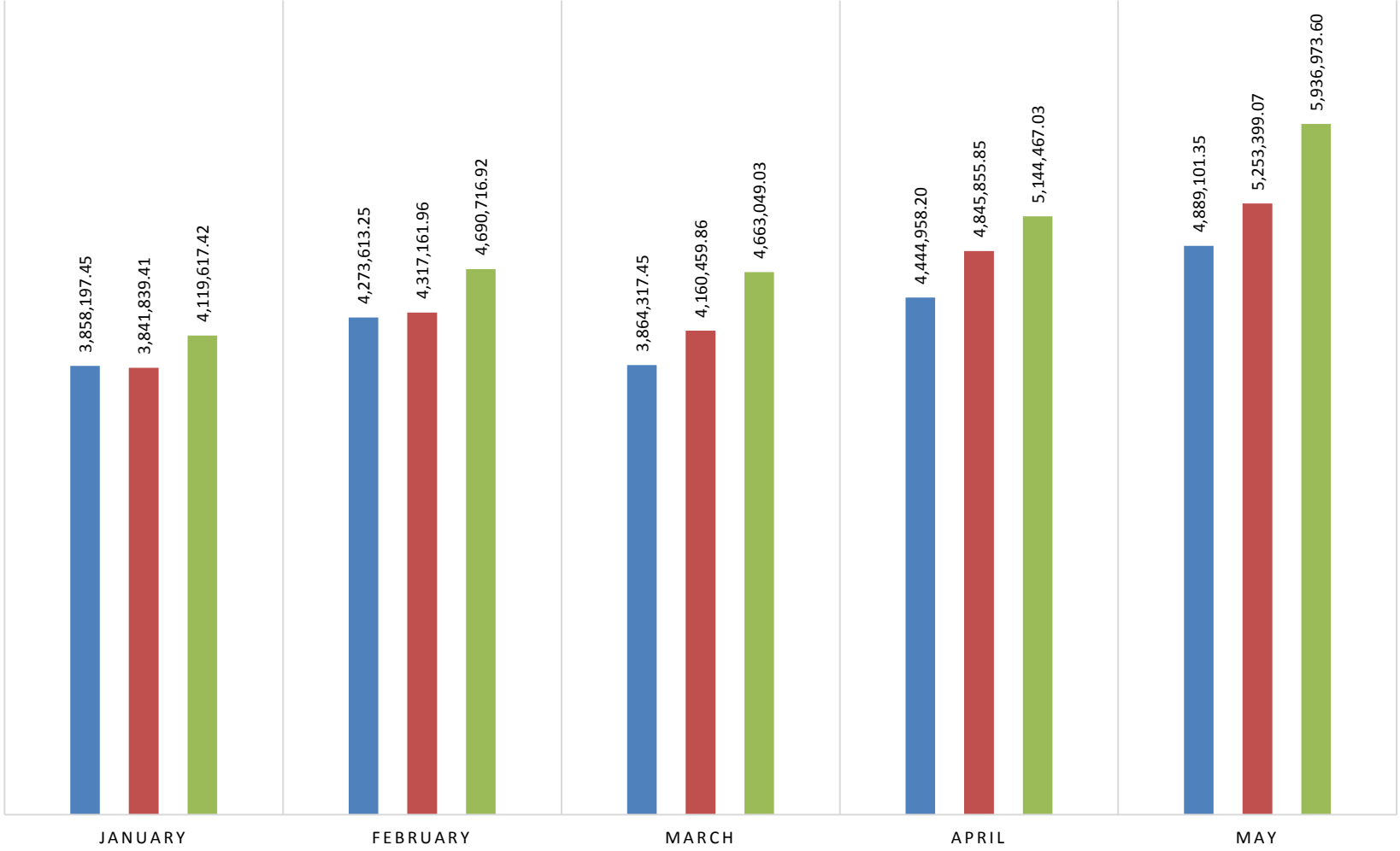
The locations with highest decreases in usage from the previous year for the same months are Lamar High School, Terry High School, Campbell Elementary, Seguin Early Childhood Center, and Powell Point. Decreases at Campbell can be attributed to the installation of the new, more efficient chillers during spring break. Other decreases can be attributed to a decrease in scheduled activities at these locations.

We are monitoring and trending the temperatures and the operation times to insure that we are running when scheduled. We continue to be diligent in our task to find ways to become more efficient without affecting the school day.

Resource Person, Kevin McKeever, Administrator for Operations

Use

LAMAR CISD KWH USE - JANUARY - MAY 2014, 2015, 2016



Year
2014
2015
2016

Month

**Lamar CISD
KWH Usage Snapshot
January - May 2014, 2015, 2016**

Use	Year		
Month	2014	2015	2016
January	3,858,197.45	3,841,839.41	4,119,617.42
February	4,273,613.25	4,317,161.96	4,690,716.92
March	3,864,317.45	4,160,459.86	4,663,049.03
April	4,444,958.20	4,845,855.85	5,144,467.03
May	4,889,101.35	5,253,399.07	5,936,973.60
Total	21,330,187.70	22,418,716.15	24,554,824.00
Arredondo Elementary		145,920.00	408,192.00
LCISD Natatorium		750,144.00	792,792.00
Fulshear Complex		125,856.00	2,420,189.88
		1,021,920.00	3,621,173.88
		22,418,716.15	24,554,824.00
		-1,021,920.00	-3,621,173.88
Base Line	21,330,187.70	21,396,796.15	20,933,650.12

Lamar CISD
Electrical KWH Usage - January - May 2014, 2015, 2016

Total Use	Year		
Building	2014	2015	2016
1621 Place	30,311.00	26,754.00	23,783.00
Alternative Learning Center	132,288.00	150,240.00	131,328.00
Austin Elementary	282,048.00	283,392.00	283,776.00
Beasley Elementary	256,704.00	264,384.00	254,572.00
Bowie Elementary	327,936.00	321,610.00	317,760.00
Briscoe Junior High	1,049,546.90	1,146,101.89	1,125,826.08
Campbell Elementary	495,484.30	483,597.60	424,008.96
Dickinson Elementary	390,528.00	364,032.00	359,712.00
Foster High School	1,210,345.80	1,186,962.94	1,209,451.20
Frost Elementary	399,432.75	404,965.61	399,772.37
Huggins Elementary	453,073.00	427,551.00	416,207.00
Jackson Elementary	322,912.00	325,243.00	340,450.00
Lamar High School	3,008,552.90	3,193,095.05	3,057,426.20
Meyer Elementary	346,346.00	334,811.00	342,373.00
Navarro Middle School	360,000.00	380,928.00	357,888.00
Pink Elementary	414,453.00	381,312.00	393,963.08
Seguin Elementary	254,141.00	263,353.00	224,734.00
Smith Elementary	196,032.00	192,960.00	213,888.00
Taylor Ray Elementary	417,313.00	374,976.00	376,128.00
Terry High School	1,447,934.60	1,474,365.68	1,376,427.52
Travis Elementary	411,154.50	381,862.84	390,184.13
Williams Elementary	423,936.00	411,804.00	453,888.00
Lamar Junior High	0.00	0.00	0.00
Natatorium	155,472.00	148,464.00	115,446.00
Brazos Crossing	312,384.00	244,224.00	210,048.00
Hutchinson Elementary	444,951.05	428,097.61	394,325.09
George Ranch High School	2,023,802.10	2,032,433.52	2,018,674.80
Hubenak Elementary	376,512.00	421,011.60	456,599.53
Thomas Elementary	419,328.00	416,640.00	422,016.00
Jane Long Elementary	518,533.50	538,990.90	517,766.53
George Junior High	903,783.60	874,993.19	838,827.36
Wessendorff Middle School	318,158.50	328,018.67	349,861.39
Band Road	49,233.00	57,347.00	75,298.00
Terry High School - Field House	161,280.00	141,120.00	140,160.00
Velasquez Elementary	449,546.25	449,891.91	452,482.51
McNeil Elementary	468,453.80	443,983.59	444,929.56
Wertheimer Middle	339,840.00	355,200.00	353,856.00
Staff Development Center	39,120.00	31,120.00	32,960.00
Reading Junior High	580,077.15	571,532.55	557,886.81
Powell Point	146,984.00	163,490.00	73,870.00
Satellite Transportation	253,632.00	265,344.00	301,056.00
Ryon Middle School	357,696.00	353,472.00	355,008.00
Adolphus Elementary	302,784.00	302,016.00	303,168.00
Lamar Baseball/Softball	78,144.00	55,104.00	46,464.00
Arredondo Elementary		145,920.00	408,192.00
Natatorium-LCISD		750,144.00	792,192.00
Fulshear High School		125,856.00	2,420,189.88
	21,330,187.70	22,418,716.15	24,554,824.00