
The logo for Lamar CISD features the word "LAMAR" in a bold, blue, sans-serif font. The letter "M" is stylized with a white sunburst pattern radiating from its center. To the right of "LAMAR" is "C|SD" in a black, sans-serif font, with a vertical bar between the "C" and "S".

LAMAR C|SD

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, September 21, 2017

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 21, 2017
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
 - A. August 15, 2017 - Special Meeting (Workshop) 6
 - B. August 17, 2017 - Special Meeting 10
 - C. August 17, 2017 - Regular Board Meeting 12
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
 1. Heart of a District
 - B. Information for immediate attention
9. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of out-of-state student trip requests, including, but not limited to:
 - a. George Ranch High School FFA 20
 2. Consider approval to submit a state waiver to the Texas Education Agency 21
 3. Consider approval of the 2017 - 2018 agreement for Triple P Parenting Training 22
 - B. **Goal: Planning**
 1. Consider ratification of Financial and Investment Reports 25
 2. Consider ratification of contracts relating to Hurricane Harvey 29
 3. Consider acceptance of Certificate of Excellence in Financial Reporting 30
 4. Consider approval of resolution regarding closure of schools due to Hurricane Harvey 31
 5. Consider approval of resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District 33
 6. Consider approval of resolution proclaiming:

a. Custodial Week	41
b. Red Ribbon Week	43
c. School Bus Safety Week	45
d. School Lunch Week	47
7. Consider approval of Texas Education Agency Code Compliance review for Culver Elementary School	49
8. Consider approval of MUD No. 5 Interlocal Agreement for Culver Elementary School	52
9. Consider approval of Texas Accessibility Standards Review and Inspection for Culver Elementary School	64
10. Consider approval of Texas Accessibility Standards Review and Inspection for Roberts Middle School	66
11. Consider approval of Texas Accessibility Standards Review and Inspection for Fulshear High School shell space	71
12. Consider approval of sanitary sewer easement for the new Maintenance and Operations Facility	76
10. INFORMATION ITEMS	
A. Goal: Planning	
1. Tax Collection Report	92
2. Payments for Construction Projects	98
3. Bond Update	100
4. Projects funded by 2011 available bond funds	111
5. Transportation Update	112
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.	114
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	115
c. Employee resignations and retirements (Information)	122
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	

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

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 15th day of September 2017 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

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 15th day of August 2017, 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
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Others Present:

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

BUSINESS TRANSACTED

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

2. Discussion of August 17th Regular Board Meeting Agenda Items

The Board reviewed the August 17th Regular Board Meeting agenda items.

Minutes of Special Board Meeting August 15, 2017 – page 23

9. ACTION ITEMS

9. B GOAL: PLANNING

9. B-4 Consider approval of the certification of 2017 tax year anticipated collection rate

Mr. Steenbergen asked if we use 100% on our budget calculation. Ms. Ludwig said we do not. Mr. Steenbergen asked why we certify 100% if we do not use it. Ms. Ludwig said the collection rate is something that is used in our effective rate calculation and we have to use whatever the tax assessor provides to us. She said for budget purposes we are conservative on tax revenues and use 98.5%.

9. B-6 Consider approval of purchase of cheerleading, drill, dance, and color guard supplies, apparel, and equipment

Mr. Steenbergen if we are just approving the vendor list. Ms. Ludwig said yes it is approving all vendors that submitted bids.

9. B-7 Consider approval of purchase of refurbished moving van semi-trailers

Mr. Steenbergen asked how many we would be buying. Dr. Randle said it is one for now, but there is an option to purchase additional ones.

9. B-8 Consider approval of 2017-2018 compensation plan

Ms. Danziger asked how our salary compares to surrounding districts. Mr. Steenbergen asked what the percentage increase for salaries. Ms. Ludwig said the beginning salary for 2016-2017 was \$52,300 for teachers and will go to \$53,750. Ms. Muzik said they looked at surrounding districts and we are in good shape. Mr. Steenbergen asked if our benefits package helps attract people. Ms. Muzik said we are competitive with the benefits package that we offer. Mr. Steenbergen asked for the percentage increase on salaries. Ms. Ludwig said on non-teaching it is 3% of midpoint raise. She said the way that works is the 2016-2017 tables are raised ½ of what the percentage raise is. So the tables go up 1 ½% and then a 3% of midpoint raise.

Ms. Bronsell asked if we are competitive on substitute teacher salaries. Ms. Muzik said we are competitive when we checked last year.

Ms. Kaminski asked why the volleyball stipend is the least amount. Ms. Haack said they get 2 extra days and that makes up the difference in stipend amount. Ms. Nelson said it also has to do with length of season and number of games.

Ms. Bronsell asked where cheer coaches were listed. Ms. Muzik said it is under student activity sponsors.

9. B-15 Consider approval of cafeteria meal price increases for 2017-2018

Ms. Kaminski asks how this compares to other areas. Mr. Antignolo said for student meal prices we are still low compared to other districts.

Minutes of Special Board Meeting August 15, 2017 – page 24

9. B-24 Consider approval of fiber data connection for Carter Elementary School

Mr. Hubenak asked about the \$81,000 for fiber data connection, is this to be done now. Mr. Hoyt said that is the contract to get the process started, it takes a while for the contract to get permits to run lines out to the site. This is for the fiber lines to the building.

9. B-29 Consider approval of zoning recommendations for Planning Unit 24E

Ms. Danziger asked how did we just now find out they were in the gold but were going to the blue track. Mr. Rockwood said every year there is a rollover process with technology services and noticed a discrepancy between the transportation system and the student management system. The one apartment complex, Cole Avenue, is technically zoned gold. We found the small error and are asking the board to allow them to continue attending the blue track.

3. AUDIENCE TO PATRONS

None

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 State of Texas Assessment of Academic Readiness (STAAR) Results - Spring 2017

Mr. Moore presented the results.

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)
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 6:57 p.m. for the purposes listed above.

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RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:05 p.m. No action taken.

ADJOURNMENT

The meeting adjourned at 7:06 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

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 17th day of August 2017, 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 6:30 p.m.

Members Present:

James Steenbergen	President
Kay Danziger	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Members Absent:

Kathryn Kaminski	Vice President
Tyson Harrell	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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	Chief Academic Officer

BUSINESS TRANSACTED

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

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2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2017 – 2018 School Year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2017 – 2018 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
 - General Operating Fund
 - Debt Service Fund
 - Child Nutrition Fund
- Proposed Two-Part Tax Rate and tax rate considerations

The meeting was opened to the public for discussion at 6:30 p.m.

The hearing was closed to the public at 6:38 p.m.

ADJOURNMENT

The meeting adjourned at 6:38 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 17th day of August 2017, 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
Kay Danziger	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Members Absent:

Kathryn Kaminski	Vice President
Tyson Harrell	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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	Chief Academic Officer
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.

Minutes of Regular Board Meeting August 17, 2017 – page 29

3. RECOGNITIONS/AWARDS

Dr. Pam Wells, Executive Director of Region IV recognized Dr. Thomas Randle as the 2017 Region IV Superintendent of the Year. She presented him with a clock as recognition.

Mr. Steenbergen recognized Ms. Jill Davis and Elida Castillo both from Common Threads.

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Lamanda Nipps, purchasing materials manager

5. AUDIENCE TO PATRONS

Ms. Jennifer Lane addressed the Board about the George Ranch High School Band Booster Club and the budget for the club. She said they are doing a by-laws review and it says they are required to join the PTO. She would like direction from the district as far as defining the relationship line between the non-profit organizations and the district.

Ms. Marisel Balderas addressed the Board from the standpoint of being a Terry High School student and her feeling that the Bond proposal will place a burden on the community, especially the senior citizens.

6. APPROVAL OF MINUTES

A. JULY 27, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the minutes of July 27, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

B. AUGUST 1, 2017 SPECIAL BOARD MEETING

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees approve the minutes of August 1, 2017 Special Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. She also reported that the Technology Committee did not meet but reported the status of projects in the District. She attended the new teacher breakfast and sessions. She said LEAF surprised the teachers with zero years of experience with \$100 cash.

Dr. Harrell reported the Audit Committee met and received the first full draft of the audit. He also attended the Hope on the Brazos event and how generous the vendors in our community are.

Ms. Roberts reported the Attendance Boundary Committee met and there are two agenda items.

9. SUPERINTENDENT REPORTS

- a. **Meetings and Events**
- b. **Information for Immediate Attention**

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2a-c; 9. B-1 – 9. B.30; and 9. C-1.

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval for renewal of an Optional Flexible School Day Program

Approved a continuation of the Optional Flexible School Day Program (OFSDP) that has been piloted jointly between our high schools and 1621 Place. (See inserted pages 30-A—30-L.)

9. A-2 Approval of out-of-state student trip requests, including, but not limited to:

- a. **Foster High School Culinary Arts**
Approved out-of-state travel for the Foster High School Culinary Program to travel to Orlando, Florida to participate in Walt Disney World’s International Culinary and Hospitality Experience on April 27-30, 2018.
- b. **Foster High School**
Approved out-of-country travel for Foster High School students and staff to travel to Donggang High School in Pingtung, Taiwan on March 3 – 17, 2018.
- c. **George Ranch High and Terry High Schools**
Approved out-of-country travel for George Ranch High School and Terry High School students and staff to travel to Foshan, China on November 26-December 9, 2017.

9. B GOAL: PLANNING

9. B-1 Adoption of 2017-2018 budgets

Adopted the 2017 – 2018 General Operating, Food Service and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 263,194,450.
Food Service Fund	\$ 14,100,267.
Debt Service Fund	\$ 55,876,385.

9. B-2 Adoption, by ordinance, the 2017 tax rate for the 2017-2018 school year

Adopted, by ordinance, the 2017 tax rate. (See inserted page 30-M.)

Minutes of Regular Board Meeting August 17, 2017 – page 31

9. B-3 Approval of 2017 Tax Year Appraisal Roll and New Property Value

Approved the following documents submitted by Patsy Schultz, RTA, Fort Bend County Tax Assessor/Collector:

2017 Tax Year Value of New Property
2017 Tax Year Certified Appraisal Roll Totals

(See inserted pages 31-A - 31-M.)

9. B-4 Approval of the Certification of 2017 Tax Year Anticipated Collection Rate

Approved the anticipated tax collection rate of 100% for the 2017 tax year. (See inserted page 31-N.)

9. B-5 Approval of Resolution for Commitment of Fund Balance as of August 31, 2017

Approved a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 31-O.)

9. B-6 Approval of purchase of cheerleading, drill, dance, and color guard supplies, apparel, and equipment

Approved all vendors who responded and met specifications to the proposal for cheerleading, drill, dance, and color guard supplies, apparel and equipment for the District.

9. B-7 Approval of purchase of refurbished moving van semi-trailers

Approved Clubhouse Trailer Co. LLC and Utility Trailer Sales S.E. Texas Inc. for refurbished moving van trailers for the District at a base cost not to exceed \$35,000 per semi-trailer

9. B-8 Approval of 2017–2018 compensation plan

Approved the 2017-2018 compensation plan as presented.

9. B-9 Approval of order to enter into an agreement with Fort Bend County and other entities to hold a joint election and for the provision of election services

Approved the order to enter into an agreement with Fort Bend County and other entities to hold a joint election and to contract for election services in connection with the District's bond election to be held on Tuesday, November 7, 2017. (See inserted pages 31-P – 31-AA.)

9. B-10 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending May 31, 2017. (See inserted pages 31-BB – 31-GG.)

9. B-11 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

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9. B-12 Approval of budget amendment requests

Approved budget amendment requests as attached. (See attached page 32-A.)

9. B-13 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 32-B.)

9. B-14 Approval of the 2017-2018 agreement with Memorial Hermann Community Benefit Corporation

Approved the service agreement with Memorial Hermann Benefit Corporation and authorized the Board President to execute the agreement. (See inserted pages 32-C – 32-P.)

9. B-15 Approval of cafeteria meal price increases for 2017-2018

Approved increasing meal prices for the 2017-2018 school year.

9. B-16 Ratification of donations to the district, including, but not limited to:

- a. **Campbell Elementary School**
- b. **Common Threads**
- c. **Hubenak Elementary School**
- d. **Lindsey Elementary School**
- e. **Terry High School**

Ratified donations to the District.

9. B-17 Approval of resolution proclaiming:

a. Childhood Cancer Awareness Month

Approved the attached resolution proclaiming September 2017 as "Childhood Cancer Awareness Month" in the Lamar Consolidated Independent School District. (See inserted page 32-Q.)

b. Hispanic Heritage Month

Approved the attached resolution proclaiming September 15 – October 15, 2017 as "Hispanic Heritage Month" in the Lamar Consolidated Independent School District. (See inserted page 32-R.)

9. B-18 Approval of CSP #24-2017VRG for the site and area lighting retrofit

Approved Siemens Industry, Inc. for the district-wide site and area lighting retrofit in the amount of \$1,228,920 and authorized the Board President to execute the agreement.

9. B-19 Approval of geotechnical study for Roberts Middle School

Approved Terracon for the geotechnical study for Roberts Middle School in the amount of \$8,800 and authorized the Board President to execute the agreement. (See inserted pages 32-S—32-X.)

Minutes of Regular Board Meeting August 17, 2017 – page 33

9. B-20 Approval of geotechnical study for Culver Elementary School

Approved Terracon for the geotechnical study for Culver Elementary School in the amount of \$8,800 and authorized the Board President to execute the agreement. (See inserted pages 33-A—33-J.)

9. B-21 Approval of professional topographic surveying services for Roberts Middle School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional topographic surveying services for Roberts Middle School in the amount of \$13,500 and authorized the Board President to execute the agreement. (See inserted pages 33-K—33-N.)

9. B-22 Approval of professional topographic surveying and platting services for Culver Elementary School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional topographic surveying and platting services for Culver Elementary School in the amount of \$21,300 and authorized the Board President to execute the agreement. (See inserted pages 33-O—33-Q.)

9. B-23 Approval of traffic study for Culver Elementary School

Approved Traffic Engineers, Inc. for the traffic study for Culver Elementary School in the amount of \$15,500 and authorized the Board President to execute the agreement. (See inserted pages 33-R – 33-T.)

9. B-24 Approval of fiber data connection for Carter Elementary School

Approved Pure Speed Lightwave for fiber data connection for Cater Elementary School in the amount of \$81,178 and authorized the Superintendent to execute the agreement. (See inserted page 33-U.)

9. B-25 Approval of fiber data connection for the Maintenance and Operations facility

Approved Pure Speed Lightwave for fiber data connection for the Maintenance and Operations facility in the amount of \$12,450 and authorized the Superintendent to execute the agreement. (See inserted page 33-V.)

9. B-26 Approval of water and sanitary sewer easement for the elementary site in Tamarron Lakes

Approved the water and sanitary sewer easement for the elementary site in Tamarron Lakes. (See inserted pages 33-W – 33-II.)

9. B-27 Approval of amendment #3 to RFQuote 18-2016LN the HVAC full coverage maintenance and service agreement

Approved amendment #3 to the RFQuote #18-2016LN the full coverage maintenance and service agreement with Texas AirSystems in the amount of \$94,320 per year and allowed the Board President to execute the attached agreement. (See inserted pages 33-JJ – 33-MM.)

Minutes of Regular Board Meeting August 17, 2017 – page 34

9. B-28 Approval of CSP #27-2017PBK for the Campbell Elementary and Dickinson Elementary track and synthetic turf fields

Approved Hayden Paving for the Campbell Elementary and Dickinson Elementary track and synthetic turf fields in the amount of \$2,577,380 and authorized the Board President to execute the agreement.

9. B-29 Approval of zoning recommendations for Planning Unit 24E

Approved the recommendation to rezone the secondary students residing within Planning Unit 24E from the Gold Track to the Blue Track beginning with the 2017-2018 school year. (See inserted pages 34-A – 34-B.)

9. B-30 Approval of zoning recommendations for Planning Unit 4D

Approved the recommendation to rezone a section of Planning Unit 4D to allow the future residents of future development to attend the same schools. (See inserted pages 34-C – 34-E.)

9. C GOAL: PERSONNEL

9. C-1 Approval of new appraisers for teaching staff

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

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 State of Texas Assessment of Academic Readiness (STAAR) Results - Spring 2017

10. A-2 2017 State Accountability Ratings and Distinction Designations

10. B GOAL: PLANNING

10. B-1 Tax Collection Report

10. B-2 Payments for Construction Projects

10. B-3 Bond Update

10. B-4 Projects funded by 2011 available bond funds

10. B-5 Transportation Update

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

Minutes of Regular Board Meeting August 17, 2017 – page 35

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)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:34 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:17 p.m.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Convocation
New Teacher Dinner
Project GROW Graduation
1st Day of School
Region 4 Legislative Update

ADJOURNMENT

The meeting adjourned at 8:17 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 APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School FFA to travel to Indianapolis, Indiana on October 26-29, 2017.

IMPACT/RATIONALE:

The George Ranch High School FFA sponsor requests permission to travel out-of-state to Indianapolis, Indiana on October 26-29, 2017. The cost is approximately \$1,600 per person and includes airfare, hotel, and meals. Career and Technical Education local funds and George Ranch HS activity funds will fund the trip. Class of 2017 GRHS graduate, Chris Flores and FFA sponsor, David Brown, will attend the National FFA Convention in which Chris Flores will receive the American FFA degree.

PROGRAM DESCRIPTION:

The American FFA degree is awarded by the National FFA organization and is the highest level of active membership achieved within the FFA organization. This is the final step in the FFA Degree system and encourages members to continue pursuing a career in agriculture. Candidates may apply for the American degree if they have earned the State Lone Star FFA degree and met the following American FFA degree standards:

- Have been an active FFA member for the past three years and have a record of satisfactory participation in the activities on the chapter and state level.
- Completed secondary school instruction in agricultural education and one full year of enrollment in a postsecondary agricultural program
- Have graduated from high school at least 12 months prior to the national convention at which the degree is to be granted.
- Have in operation and have maintained records to substantiate an outstanding supervised agricultural experience program
- A student after entering agricultural education must have:
 - a. Earned at least \$10,000 and productively invested \$7,500 or
 - b. Earned and productively invested \$2,000 and worked 2,250 hours in excess of scheduled class time.
- Have a record of outstanding leadership abilities and community involvement and have achieved a high school scholastic record of "C" or better
- Have participated in at least 50 hours of community service within at least three different community service activities.

Submitted by: Joel Garrett, Director of Career and Technology Education
 Leslie Haack, Executive Director of Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL TO SUBMIT A STATE WAIVER TO THE
TEXAS EDUCATION AGENCY**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to submit a class size waiver to the Texas Education Agency.

IMPACT/RATIONALE:

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in kindergarten through fourth grade classrooms. The Commissioner may provide an exception by applying for maximum class size waivers. The classes with more than 22 students in an individual classroom will be provided at the meeting.

Due to the delayed start of school, additional campuses may need to be added as student enrollment increases.

Submitted by: Linda Lane, Executive Director of Elementary Education
Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE 2017-2018 AGREEMENT
FOR TRIPLE P PARENTING TRAINING**

RECOMMENDATION:

That the Board of Trustees approve the memorandum of understanding for a Triple P (Positive Parenting Program) Training to provide evidence-based parenting resources and activities at selected campuses for the 2017-20178 school year and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Funding to support training services in Lamar CISD is provided in cooperation with a grant through the Triple P Parenting organization and CHILDREN AT RISK.

PROGRAM DESCRIPTION:

The Triple P Provider Training Course teaches Triple P Providers the skills to conduct parenting information seminars for parents with children up to 12 years. Triple P is suitable as a universal prevention strategy where it is offered to parents with school age children. Upon completion of this program, practitioners will have knowledge and skills in the following areas: organizing a successful seminar series, presentation of the seminar series, core principles of positive parenting and behavior change, specific positive parenting strategies for promoting children's development, responding to parents' questions. The three key areas of focus are: Raising Confident Competent Children, Raising Resilient Children and the Power of Positive Parenting.

Submitted by: Valerie Vogt, Chief Academic Officer
Dr. Jennifer Roberts, Director Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT WITH
TRIPLE P PARENTING PROGRAM AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SCHOOL YEAR 2017-2018**

PURPOSE

The Triple P Parenting program seeks to support parents with resources through trained school personnel to help facilitate a strong parent child relationship. The program targets students up to 12 years of age. Due to the natural transitional changes from elementary schools to secondary schools, all LCISD 6th grade counselors and 3 Family Support Specialists will receive the Triple P Parenting training. The Family Support Specialists will then be able to provide support for our elementary campuses. The topics of the training include: Raising Confident Competent Children, Raising Resilient Children and the Power of Positive Parenting. CHILDREN AT RISK will serve as “coordinator” of the Triple P Program. Lamar CISD will serve as the “Provider Organization” of the Triple P Program from September 20, 2017 through one year after the providers are accredited in Triple P, October 24, 2018.

CHILDREN AT RISK will:

- Coordinate 8 training spots for the provider organization
- Provide resources for parenting classes for 1 year of classes for the providers who attend the training, including materials for parents and promotional materials
- Provide evaluation materials
- Coordinate 4 check-in meetings
- Analyze process and outcome data
- Provide the provider organization with a summary of the process and outcome data

The Provider Organization will:

- Send 8 providers to the agreed upon training to be trained and accredited in Triple P
- Ensure its providers comply with this MOU
- Allow CHILDREN AT RISK to observe sessions with parents, with parent consent
- Allow the providers time and space to offer the Triple P program

Each Individual Trained from the Provider Organization will:

- Attend the Triple P training and accreditation workshops
 - Training: September 20 – 21 , 2017

- Pre-Accreditation: October 3, 2017
- Accreditation: October 24, 2017 (half-day)
- Offer at least 4 seminars and reach 50 – 75 parents by October 24, 2018
- Schedule the first class by the accreditation workshop (October 24, 2017)
- Track number of classes offered and number of parents that attend each class and submit data to CHILDREN AT RISK on a bi-monthly basis
- Distribute, collect, and submit the following evaluation materials to CHILDREN AT RISK after every seminar
 - Level 2 seminars: Post-questionnaires from parents
 - Seminar Information Sheet (dates and attendance at each class)
- Participate in check-in meetings
- Participate in an evaluation interview or focus group and complete provider questionnaires
- Allow a CHILDREN AT RISK staff member or affiliated researcher to observe any of your sessions

COST:

The cost of the training is underwritten by a grant provided for by Triple P and LCISD will be providing the meeting space.

The parties hereto agree:

- This agreement fully and accurately describes their responsibilities and the terms of their agreement
- That this agreement may not be modified except in a writing signed by both parties at least 60 days prior to the end of the agreement
- Should the agreements not be upheld the undersigned Provider Organization will be responsible for reimbursing for the cost of training and materials to CHILDREN AT RISK.
- We, the undersigned have read and agree with this agreement.

Dr. Robert Sanborn, Ed.D.
 CHILDREN AT RISK
 President & CEO

Thomas Randle, Ed. D.
 Lamar CISD
 Superintendent

Date: _____

Date: _____

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 August 2017 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:


Dr. Thomas Randle
Superintendent

SCHEDULE OF AUGUST 2017 DISBURSEMENTS

IMPACT/RATIONALE:

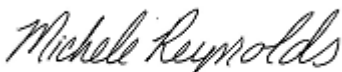
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of August total \$22,310,246 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,703,694
614	Employee Benefits	695,515
621	Professional Services	21,821
623	Education Services Center	38,384
624	Contracted Maintenance and Repair Services	503,468
625	Utilities	147,261
626	Rentals and Operating Leases	24,469
629	Miscellaneous Contracted Services	830,590
631	Supplies and Materials for Maintenance and Operations	105,776
632	Textbooks and Other Reading Materials	265,906
633	Testing Materials	8,339
634	Food Service	13,614
639	General Supplies and Materials	1,626,188
641	Travel and Subsistence -- Employee and Student	49,390
642	Insurance and Bonding Costs	2,911
649	Miscellaneous Operating Costs/Fees and Dues	79,633
659	Other Debt Services Fees	750
662	Building Purchase, Construction, and/or Improvements	1,863,416
663	Furniture & Equipment - \$5,000 or more per unit cost	283,297
110	Cash (Petty Cash)	12,061
129	Misc. Receivable/Alternative Certification Fees	23,725
131	Inventory Purchases	2,889
211	Accounts Payable	793
217	Operating Transfers, Loans and Reimbursements	183
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	6,173
	Total	22,310,246

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of August 2017. 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 AUGUST 31, 2017 ***

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	148,251,007.00	151,416,528.00	3,165,521.00	102.1%
5800-STATE PROGRAM REVENUES	97,726,537.00	84,750,963.00	(12,975,574.00)	86.7%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	3,047,290.00	1,322,290.00	176.7%
7900- OTHER RESOURCES	-	-	-	
TOTAL- REVENUES	247,702,544.00	239,214,781.00	(8,487,763.00)	96.6%
EXPENDITURES				
6100-PAYROLL COSTS	217,731,499.00	204,479,595.00	13,251,904.00	93.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,467,326.00	18,554,580.00	5,912,746.00	75.8%
6300-SUPPLIES AND MATERIALS	13,500,345.00	10,188,240.00	3,312,105.00	75.5%
6400-OTHER OPERATING EXPENDITURES	5,114,795.00	4,243,110.00	871,685.00	83.0%
6600-CAPITAL OUTLAY	2,296,415.00	1,362,307.00	934,108.00	59.3%
8900-OTHER USES	-	14,030.00	(14,030.00)	
TOTAL-EXPENDITURES	263,110,380.00	238,841,862.00	24,268,518.00	90.8%

* Accruals and other closing entries pending for 8/31/17 year-end

Lamar CISD
Local Investment Pools
as of August 31, 2017

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,532,903.02	0.00	0.00	2,148.90	2,535,051.92
General Account	53,229,848.70	28,809,881.09	18,578,438.00	47,658.41	63,508,950.20
Health Insurance	3,021,695.20	1,740,104.67	2,798,439.00	2,453.66	1,965,814.53
Workmen's Comp	417,531.42	38,333.33	30,000.00	357.53	426,222.28
Property Tax	12,477,256.21	503,079.79	12,809,686.54	3,187.24	173,836.70
Vending Contract Sponsor	479,298.50	0.00	0.00	406.65	479,705.15
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	257.04	236,128.67	236,411.74	26.03	0.00
Capital Projects Series 2005	229,208.88	0.00	0.00	194.44	229,403.32
Student Activity Funds	37,209.55	0.00	0.00	31.66	37,241.21
Taylor Ray Donation Account	2,579.36	0.00	0.00	2.17	2,581.53
Capital Projects Series 2007	210,842.13	0.00	0.00	178.91	211,021.04
Common Threads Donation	53,673.02	0.00	0.00	45.58	53,718.60
Debt Service Series 2008	216.74	199,038.42	199,277.12	21.96	0.00
Capital Projects 2012A	0.00	0.00	0.00	0.00	0.00
Debt Service 2012A	2,133,544.78	459,100.50	2,592,644.28	805.77	806.77
Debt Service 2012B	359,996.56	337,341.62	697,337.18	164.49	165.49
Debt Service 2014A	984,755.04	65,029.52	1,048,069.36	356.69	2,071.89
Debt Service 2014B	1,045,916.84	131,943.33	1,172,480.67	387.49	5,766.99
Debt Service 2013	198,331.20	198,009.64	396,432.78	91.94	(0.00)
Debt Service 2013A	459.48	484,624.82	418,056.86	86.48	67,113.92
Debt Service 2015	4,025,750.93	628,180.67	4,653,930.60	1,494.25	1,495.25
Capital Projects 2015	59.89	0.00	58.89	0.00	1.00
Debt Service 2016A	1,874,844.97	291,429.62	2,166,273.59	695.76	696.76
Debt Service 2016B	495,683.32	76,618.19	572,300.51	183.92	184.92
Debt Service 2017	1,746,129.79	119,835.45	1,693,844.64	716.45	172,837.05
Debt Service 2017 Capitalized Interest	2,092,866.15	0.00	75,521.74	1,738.27	2,019,082.68
Capital Projects 2017	9,401,734.99	0.00	323,903.67	7,834.23	9,085,665.55
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,061.80	0.00	0.00	4.26	5,066.06
Workers' Comp	726,727.12	0.00	0.00	612.27	727,339.39
Property Tax Fund	32,421.51	0.00	0.00	27.32	32,448.83
General Fund	2,608,951.75	0.00	0.00	2,198.06	2,611,149.81
Food Service Fund	91,227.49	0.00	0.00	76.86	91,304.35
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	706.33	0.00	0.00	0.60	706.93
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	387.20	0.00	0.00	0.33	387.53
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.21	0.00	0.00	0.04	43.25
Capital Projects 2014A	0.00	0.00	0.00	0.00	0.00
Capital Projects 2014B	17.17	0.00	0.00	0.01	17.18
Capital Projects 2015	10,596,498.84	0.00	1,489,974.29	8,099.64	9,114,624.19
Debt Service Series 2015	1,900,399.09	0.00	0.00	1,601.10	1,902,000.19
Capital Projects 2017	9,849,174.39	0.00	0.00	8,298.01	9,857,472.40
MBIA Texas CLASS Fund					
General Account	15,566,136.97	0.00	0.00	16,222.37	15,582,359.34
Capital Project Series 1998	917.62	0.00	0.00	0.93	918.55
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	8,914,857.03	0.00	0.00	9,290.67	8,924,147.70
Capital Projects 2015	0.00	0.00	0.00	0.00	(0.00)
Debt Service 2015	955,523.84	0.00	0.00	995.80	956,519.64
Capital Projects 2017	25,076,900.10	0.00	0.00	21,684.14	25,098,584.24
TEXSTAR					
Capital Projects Series 2007	749.14	0.00	0.00	0.62	749.76
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	976,317.28	0.00	0.00	857.67	977,174.95
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,717.20	0.00	1,716.20	0.64	1.64
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,548.39	0.00	4,547.39	1.67	2.67
Capital Projects 2014A	0.74	0.00	0.00	0.00	0.74
Capital Projects 2014B	4,051.05	0.00	0.00	3.57	4,054.62
Debt Service 2015	3,327,077.31	0.00	0.00	2,922.73	3,330,000.04
Capital Projects 2015	48,081,219.66	0.00	872,671.05	41,889.53	47,250,438.14
Capital Projects 2017	25,079,954.88	0.00	0.00	22,031.94	25,101,986.82
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,014,214.30	0.00	0.00	858.06	1,015,072.36
Capital Projects Series 2008	142.04	0.00	0.00	0.12	142.16
Capital Projects Series 2012A	57.03	0.00	0.00	0.05	57.08
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,250,739.94	0.00	0.00	1,904.20	2,252,644.14
Debt Service 2015	135,883.45	0.00	0.00	114.96	135,998.41
Capital Projects 2015	15,286,483.43	0.00	0.00	12,932.89	15,299,416.32
Capital Projects 2017	25,080,583.73	0.00	0.00	21,219.04	25,101,802.77

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.00	\$71,268.88
LONE STAR ACCOUNT INTEREST	0.99	\$20,918.50
MBIA TEXAS CLASS ACCOUNT INTEREST	1.23	\$48,193.91
TEXSTAR ACCOUNT INTEREST	1.03	\$67,708.37
TEXAS TERM/DAILY ACCOUNT INTEREST	1.00	\$37,029.32
TOTAL CURRENT MONTH EARNINGS		\$245,118.98
EARNINGS 9-01-16 THRU 7-31-17		\$1,856,034.27
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$2,101,153.25

**CONSIDER RATIFICATION OF CONTRACTS
RELATING TO HURRICANE HARVEY**

RECOMMENDATION:

That the Board of Trustees ratify contracts executed for repairs necessary as a result of Hurricane Harvey and approve amendments as necessary to restore related funds to budgetary accounts.

IMPACT/RATIONALE:

Pursuant to Board Policy CH (Local), the Board delegated to the Superintendent or designee the authority to make budgeted purchases for goods and services in accordance with Policy CH (Legal) or any lawful method.

Various District facilities were damaged, with some damage yet to be discovered, as a result of Hurricane Harvey. Upon determination of such damage, and with the intent to restore facilities to working condition as quickly as possible, Administration entered into several contracts using procurement methods available under Texas Education Code Section 44.031. The work being performed does not require the use of architects/engineers and does not require design specifications as it is returning the facilities to their original condition.

Facilities undergoing repairs are listed below, with contract amounts as shown:

Foster High School – replacement of gym floor	\$124,236
Terry High School – replacement of gym floor	\$137,190
Terry High School – replacement of dance floor	\$ 12,500
Lamar Consolidated High School – repair of leaks	\$ 7,500
Districtwide replacement of ceiling tiles	<u>\$ 8,500</u>
Total	\$289,926

Administration received quotes from vendors participating in cooperative purchasing programs, as this process would expedite returning student programs to normal. Contracts negotiated through the cooperatives are EDGAR-compliant and compliant with state procurement laws. Administration is pursuing insurance recovery and other claims for reimbursement. Any reimbursements received will be credited back to budgetary accounts.

BACKGROUND:

Cooperative purchasing programs are established via interlocal agreement and are designed to expedite procurement by identifying qualified vendors through a competitive process. Member entities obtain benefits and efficiencies through effective processes and the realization of economies of scale. Use of cooperatives in this manner, and especially in this emergency situation, is allowing the District to return to normal operations quickly and to ensure the health and safety of the District students and staff.

Submitted by: Kevin McKeever, Administrator for Operations
Lamanda Nipps, Purchasing and Materials Manager
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER ACCEPTANCE OF CERTIFICATE
OF EXCELLENCE IN FINANCIAL REPORTING**

RECOMMENDATION:

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2016 (School Year 2015-16).

IMPACT/RATIONALE:

Lamar CISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials (ASBO) International. The award represents a significant achievement by the District and reflects our commitment to the highest standards of school system financial reporting. A district earning the Certificate of Excellence receives not only the award, but enhanced credibility for the financial management of its school system.

The Certificate of Excellence in Financial Reporting Program was designed by ASBO International to enable school business officials to achieve a high standard of financial reporting. School systems participating in the program are not competing against one another, but striving toward meeting a higher standard than required by state and federal regulatory agencies. This nationally-recognized program reviews and critiques school district accounting practices as represented in the Comprehensive Annual Financial Report (CAFR) and recognizes school districts that adhere to sound principles and reporting procedures. All applicants receive constructive comments about their CAFR from trained accounting professionals, and the award is only conferred to school systems that have met or exceeded the standards of the program. The district has been awarded the Certificate for the past seventeen years.

Since its inception in 1972, the program has gained the distinction of being a prestigious national award recognized by accounting professionals, underwriters, securities analysts, bond rating agencies, state and federal agencies, and education, teacher, and citizen groups.

The Association of School Business Officials International, founded in 1910, is a professional association that provides programs and services to promote the highest standards of school business management practices, professional growth, and the effective use of educational resources.

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2017. A printed copy of the report will be provided upon request.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION REGARDING CLOSURE
OF SCHOOLS DUE TO HURRICANE HARVEY**

RECOMMENDATION:

That the Board of Trustees approve a resolution regarding the closure of schools from Monday, August 28, 2017 through Friday, September 8, 2017, authorize the Superintendent of Schools to revise the calendar as necessary and apply to the Texas Education Agency for a waiver of up to 3,780 missed instructional minutes, and authorize the payment of employees.

IMPACT/RATIONALE:

The Texas Education Agency (TEA) has a process which allows a district to apply for a waiver for missed instructional minutes due to a district or campus being forced to close for various reasons including severe weather. Instructional days are measured in minutes, with each day being eligible for a maximum waiver of 420 minutes per day. These waivers assist districts by lessening the impact of low attendance rates on the funding earned. TEA requires approval by the Board of Trustees prior to submission of the waiver application. After the Board has acted, an application for the waiver of missed instructional minutes will be submitted using the TEA's automated waiver application system.

Fifty-eight counties within the State of Texas fall within Governor Greg Abbott's disaster proclamation, Fort Bend County being one of them. Located in Fort Bend County, Lamar CISD experienced ongoing severe flooding, high winds, and other weather-related conditions as a result of Hurricane Harvey. In order to cooperate with state and local officials to reduce potential traffic and to keep students, parents, and employees safe from street flooding and other dangers, the District was closed for nine (9) instructional days (or a maximum of 3,780 minutes (420*9 days)).

In two communications dated August 29 and September 1, 2017, Commissioner of Education Mike Morath announced that he will grant waivers for missed instructional minutes for school systems in Houston area counties that fall within the governor's state of disaster declaration. As a result of the waivers, the District will only need to make-up the missed instructional minutes if the weather closure exceeds the additional instructional minutes embedded in the 2017-2018 Instructional Calendar.

Administration believes it is in the best interest of the District to apply for a waiver for the missed instructional minutes. In addition, the Board of Trustees may find that a public purpose exists to pay employees for the days missed and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, non-exempt employees who were required to report to work between August 27th and September 9th will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked in accordance with Board Policy DEA (Local).

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

Recommended for approval:



Thomas Randle
Superintendent

RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO HURRICANE HARVEY

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees recognizes that the territory included in the Lamar Consolidated Independent School District was experiencing ongoing severe flooding, high winds, and other weather-related conditions as a result of Hurricane Harvey; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to reduce potential traffic and to keep students, parents and employees safe from street flooding and other dangers, Lamar Consolidated Independent School District was closed for nine (9) days from August 28th through September 8th, 2017; and,

WHEREAS, Lamar Consolidated Independent School District will only need to make-up the missed instructional minutes if the weather closure exceeds the additional instructional minutes embedded in the 2017-2018 Instructional Calendar.

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District seek to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District finds that compensating employees for nine (9) school days missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District recognizes that some hourly, non-exempt employees worked during the days of closure (potentially including weekends), and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with terms and conditions as may be approved by the Superintendent.

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the administration to compensate employees for nine (9) school days when the District was closed, at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the Superintendent, in his discretion and in accordance with terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District when the District was closed due to Hurricane Harvey.

Approved this 21st day of September, 2017

By: _____
James Steenbergen, President

Attest: _____
Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION SETTING FORTH A NOMINEE FOR THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD).

IMPACT/RATIONALE:

The proposed resolution to nominate candidate(s) to serve on the Board of Directors of the FBCAD is attached, along with the 2017 voting entitlement tabulation. Lamar CISD is entitled to 569 votes and may cast all of its votes for one candidate or distribute them among any number of candidates on the official ballot.

PROGRAM DESCRIPTION:

Five directors are appointed for two-year terms by the taxing units that participate in the appraisal district. Elections are held in odd-numbered years. Each eligible voting entity is allowed a certain number of votes per position on the ballot. Voting entitlements are based on each voting entity's pro-rata share of the prior year property tax levy within the county. By regulation, Lamar CISD's percentage allocation of 11.3760% is multiplied by 1,000 and rounded to the nearest whole number ($.113760 * 1,000 = 113.76$). This year's allocation is 113.76 votes per director on the ballot (5) for a total of 568.80 votes ($113.76 * 5$, rounded to 569). A total of 5,000 votes will be cast by all eligible voting entities in the county.

Each taxing unit that is entitled to vote may nominate by resolution, adopted by its governing body, one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the unit's nominees to the chief appraiser before October 15, 2017 via the resolution attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION FOR THE NOMINATION OF CANDIDATE(S) TO THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to nominate by resolution of its governing board, candidates to fill the vacancy on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is a taxing unit in Fort Bend County.

THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of Lamar Consolidated Independent School District nominates the following person(s) to fill the vacancy on the Board of Directors of the Fort Bend Central Appraisal District:

2. The President of the Board of Trustees is authorized and directed to submit these nominees of the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser before Sunday, October 15, 2017.

3. This Resolution shall become effective from and after its passage.

On motion of Trustee _____ and seconded by Trustee _____ the above Resolution voting for person(s) to be placed in nomination to serve on the Fort Bend Central Appraisal Board of Directors was adopted, and it was so ordered.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Kay Danziger, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on September 21, 2017.

Kay Danziger, Board Secretary
Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME this is the ____ day of September 2017.

Notary Public in and for
Fort Bend County, Texas

Name:

My Commission Expires:

2017 FB CAD Voting Entitlement

Type	Code	Entity	2016 2017 Allocation	Voting Entitlement
City	C01	City of Arcola	0.0460%	2
City	C03	City of Beasley	0.0080%	0
City	C04	City of Fulshear	0.1060%	5
City	C05	City of Houston	0.3170%	16
City	C06	City of Katy	0.2270%	11
City	C07	City of Kendleton	0.0080%	0
City	C08	City of Meadows Place	0.1570%	8
City	C09	City of Missouri City	1.8400%	92
City	C11	City of Needville	0.0360%	2
City	C13	City of Orchard	0.0040%	0
City	C41	City of Pearland	0.1770%	9
City	C15	City of Richmond	0.2100%	11
City	C17	City of Rosenberg	0.6100%	31
City	C18	City of Simonton	0.0090%	0
City	C21	City of Sugar Land	2.2930%	115
Community College	J03	Houston Community College	0.4410%	22
Community College	J01	Wharton Co Junior College	0.0730%	4
County	G01	Fort Bend County	15.9870%	799
School	S03	Brazos I.S.D.	0.1390%	7
School	S07	Fort Bend I.S.D.	26.5850%	1329
School	S13	Katy I.S.D.	12.5280%	626
School	S01	Lamar C.I.S.D.	11.3760%	569
School	S05	Needville ISD	0.7130%	36
School	S11	Stafford M.S.D.	1.6280%	81
Drainage District	D01	Fort Bend County Drainage District	0.5530%	28
Drainage District	W20	Willow Fork Drainage District	0.4140%	21
Emergency Service District	R37	Fort Bend ESD # 1	0.0200%	1
Emergency Service District	R41	Fort Bend ESD # 2	0.3560%	18
Emergency Service District	R07	Fort Bend ESD # 3	0.0070%	0
Emergency Service District	R05	Fort Bend ESD # 4	0.3840%	19
Emergency Service District	R50	Fort Bend ESD # 5	0.1220%	6
Emergency Service District	R51	Fort Bend ESD # 6	0.0210%	1
Emergency Service District	R52	Fort Bend ESD # 7	0.0540%	3
Emergency Service District	R53	Fort Bend ESD # 8	0.0070%	0
Emergency Service District	R33	Harris-Fort Bend ESD #100	0.1610%	8
Fresh Water District	W25	Fort Bend Fresh Water Supply # 1	0.1600%	8
Fresh Water District	W29	Fort Bend Fresh Water Supply # 2	0.0380%	2
Fresh Water District	W03	Fort Bend W.C.I.D. # 2	0.4170%	21
Fresh Water District	W32	Fort Bend W.C.I.D. # 3	0.0330%	2
Fresh Water District	W36	Fort Bend W.C.I.D. # 8	0.0140%	1
Fresh Water District	W18	Grand Lakes W.C.I.D	0.0540%	3
Levy Improvement District	W07	First Colony LID	0.1140%	6

2017 FB CAD Voting Entitlement

Type	Code	Entity	2016 2017 Allocation	Voting Entitlement
Levy Improvement District	W22	First Colony LID # 2	0.0610%	3
Levy Improvement District	W01	Fort Bend LID # 2	0.2950%	15
Levy Improvement District	W06	Fort Bend LID # 6	0.0710%	4
Levy Improvement District	W13	Fort Bend LID # 7	0.2020%	10
Levy Improvement District	W26	Fort Bend LID #10	0.1420%	7
Levy Improvement District	W28	Fort Bend LID #11	0.1590%	8
Levy Improvement District	W16	Fort Bend LID #12	0.1080%	5
Levy Improvement District	W30	Fort Bend LID #14	0.0710%	4
Levy Improvement District	W35	Fort Bend LID #15	0.6150%	31
Levy Improvement District	W39	Fort Bend LID #17	0.5950%	30
Levy Improvement District	W41	Fort Bend LID #19	0.2560%	13
Levy Improvement District	W42	Fort Bend LID #20	0.0270%	1
Levy Improvement District	W05	Sienna Plantation LID	0.8070%	40
Levy Improvement District	W24	West Keegans Bayou	0.0510%	3
Municipal Utility District	M62	Big Oaks MUD	0.1640%	8
Municipal Utility District	M23	Blueridge West MUD	0.0620%	3
Municipal Utility District	M276	Brazoria MUD # 22	0.0000%	0
Municipal Utility District	M194	Brazoria-Fort Bend Co MUD # 1	0.1890%	9
Municipal Utility District	M98	Burney Road MUD	0.0490%	2
Municipal Utility District	M73	Chelford City MUD	0.0380%	2
Municipal Utility District	M177	Cimarron MUD	0.0080%	0
Municipal Utility District	M108	Cinco MUD # 1	0.0510%	3
Municipal Utility District	M109	Cinco MUD # 2	0.1160%	6
Municipal Utility District	M110	Cinco MUD # 3	0.0390%	2
Municipal Utility District	M112	Cinco MUD # 5	0.0460%	2
Municipal Utility District	M113	Cinco MUD # 6	0.0360%	2
Municipal Utility District	M114	Cinco MUD # 7	0.1200%	6
Municipal Utility District	M115	Cinco MUD # 8	0.1000%	5
Municipal Utility District	M116	Cinco MUD # 9	0.0490%	2
Municipal Utility District	M139	Cinco MUD # 10	0.0820%	4
Municipal Utility District	M141	Cinco MUD # 12	0.0520%	3
Municipal Utility District	M143	Cinco MUD # 14	0.1660%	8
Municipal Utility District	M211	Cinco Southwest MUD # 1	0.0090%	0
Municipal Utility District	M212	Cinco Southwest MUD # 2	0.4400%	22
Municipal Utility District	M223	Cinco Southwest MUD # 3	0.4430%	22
Municipal Utility District	M224	Cinco Southwest MUD # 4	0.4320%	22
Municipal Utility District	M75	Cornerstone MUD	0.0120%	1
Municipal Utility District	M197	First Colony MUD # 10	0.0510%	3
Municipal Utility District	M16	First Colony MUD # 9	0.1110%	6
Municipal Utility District	M37	Fort Bend MUD # 19	0.0090%	0
Municipal Utility District	M29	Fort Bend MUD # 2	0.0980%	5
Municipal Utility District	M40	Fort Bend MUD # 23	0.3480%	17

2017 FB CAD Voting Entitlement

Type	Code	Entity	2016 2017 Allocation	Voting Entitlement
Municipal Utility District	M42	Fort Bend MUD # 24	0.0820%	4
Municipal Utility District	M41	Fort Bend MUD # 25	0.4920%	25
Municipal Utility District	M43	Fort Bend MUD # 26	0.0910%	5
Municipal Utility District	M49	Fort Bend MUD # 30	0.3360%	17
Municipal Utility District	M52	Fort Bend MUD # 34	0.1470%	7
Municipal Utility District	M44	Fort Bend MUD # 35	0.2160%	11
Municipal Utility District	M53	Fort Bend MUD # 37	0.0490%	2
Municipal Utility District	M48	Fort Bend MUD # 41	0.0760%	4
Municipal Utility District	M55	Fort Bend MUD # 42	0.0870%	4
Municipal Utility District	M96	Fort Bend MUD # 46	0.1370%	7
Municipal Utility District	M50	Fort Bend MUD # 47	0.0630%	3
Municipal Utility District	M54	Fort Bend MUD # 48	0.1320%	7
Municipal Utility District	M58	Fort Bend MUD # 49	0.0320%	2
Municipal Utility District	M30	Fort Bend MUD # 5	0.0910%	5
Municipal Utility District	M02	Fort Bend MUD # 50	0.2460%	12
Municipal Utility District	M20	Fort Bend MUD # 57	0.3500%	18
Municipal Utility District	M22	Fort Bend MUD # 58	0.6330%	32
Municipal Utility District	M76	Fort Bend MUD # 66	0.0190%	1
Municipal Utility District	M78	Fort Bend MUD # 67	0.0190%	1
Municipal Utility District	M80	Fort Bend MUD # 68	0.0640%	3
Municipal Utility District	M82	Fort Bend MUD # 69	0.0090%	0
Municipal Utility District	M107	Fort Bend MUD # 81	0.0920%	5
Municipal Utility District	M136	Fort Bend MUD # 94	0.0320%	2
Municipal Utility District	M155	Fort Bend MUD #106	0.0750%	4
Municipal Utility District	M157	Fort Bend MUD #108	0.0320%	2
Municipal Utility District	M158	Fort Bend MUD #109	0.0610%	3
Municipal Utility District	M160	Fort Bend MUD #111	0.0780%	4
Municipal Utility District	M161	Fort Bend MUD #112	0.0430%	2
Municipal Utility District	M171	Fort Bend MUD #115	0.0760%	4
Municipal Utility District	M170	Fort Bend MUD #116	0.2680%	13
Municipal Utility District	M173	Fort Bend MUD #117	0.1060%	5
Municipal Utility District	M172	Fort Bend MUD #118	0.1690%	8
Municipal Utility District	M175	Fort Bend MUD #119	0.1340%	7
Municipal Utility District	M174	Fort Bend MUD #121	0.2180%	11
Municipal Utility District	M178	Fort Bend MUD #122	0.1340%	7
Municipal Utility District	M179	Fort Bend MUD #123	0.2080%	10
Municipal Utility District	M180	Fort Bend MUD #124	0.1190%	6
Municipal Utility District	M221	Fort Bend MUD #128	0.4160%	21
Municipal Utility District	M188	Fort Bend MUD #129	0.1280%	6
Municipal Utility District	M183	Fort Bend MUD #130	0.0760%	4
Municipal Utility District	M195	Fort Bend MUD #131	0.0250%	1
Municipal Utility District	M181	Fort Bend MUD #132	0.0040%	0

2017 FB CAD Voting Entitlement

Type	Code	Entity	2016 2017 Allocation	Voting Entitlement
Municipal Utility District	M182	Fort Bend MUD #133	0.3690%	18
Municipal Utility District	M242	Fort Bend MUD #134 B	0.0700%	4
Municipal Utility District	M243	Fort Bend MUD #134 C	0.5150%	26
Municipal Utility District	M278	Fort Bend MUD #134 D	0.0200%	1
Municipal Utility District	M204	Fort Bend MUD #136	0.0200%	1
Municipal Utility District	M205	Fort Bend MUD #137	0.1590%	8
Municipal Utility District	M206	Fort Bend MUD #138	0.1890%	9
Municipal Utility District	M207	Fort Bend MUD #139	0.0630%	3
Municipal Utility District	M187	Fort Bend MUD #140	0.1230%	6
Municipal Utility District	M196	Fort Bend MUD #141	0.0010%	0
Municipal Utility District	M192	Fort Bend MUD #142	0.3340%	17
Municipal Utility District	M190	Fort Bend MUD #143	0.1890%	9
Municipal Utility District	M193	Fort Bend MUD #144	0.0930%	5
Municipal Utility District	M225	Fort Bend MUD #145	0.0460%	2
Municipal Utility District	M191	Fort Bend MUD #146	0.3010%	15
Municipal Utility District	M198	Fort Bend MUD #147	0.0120%	1
Municipal Utility District	M199	Fort Bend MUD #148	0.0300%	2
Municipal Utility District	M235	Fort Bend MUD #149	0.1250%	6
Municipal Utility District	M201	Fort Bend MUD #151	0.5770%	29
Municipal Utility District	M208	Fort Bend MUD #152	0.0700%	4
Municipal Utility District	M209	Fort Bend MUD #155	0.1480%	7
Municipal Utility District	M262	Fort Bend MUD #156	0.1120%	6
Municipal Utility District	M210	Fort Bend MUD #158	0.0990%	5
Municipal Utility District	M217	Fort Bend MUD #159	0.0270%	1
Municipal Utility District	M222	Fort Bend MUD #161	0.0440%	2
Municipal Utility District	M215	Fort Bend MUD #162	0.0830%	4
Municipal Utility District	M236	Fort Bend MUD #163	0.0290%	1
Municipal Utility District	M213	Fort Bend MUD #165	0.1800%	9
Municipal Utility District	M218	Fort Bend MUD #167	0.1400%	7
Municipal Utility District	M230	Fort Bend MUD #169	0.0050%	0
Municipal Utility District	M231	Fort Bend MUD #170	0.0790%	4
Municipal Utility District	M232	Fort Bend MUD #171	0.2430%	12
Municipal Utility District	M233	Fort Bend MUD #172	0.3620%	18
Municipal Utility District	M234	Fort Bend MUD #173	0.0660%	3
Municipal Utility District	M227	Fort Bend MUD #176	0.0270%	1
Municipal Utility District	M226	Fort Bend MUD #182	0.0940%	5
Municipal Utility District	M266	Fort Bend MUD #184	0.0020%	0
Municipal Utility District	M228	Fort Bend MUD #185	0.1450%	7
Municipal Utility District	M246	Fort Bend MUD #187	0.1200%	6
Municipal Utility District	M255	Fort Bend MUD #192	0.0090%	0
Municipal Utility District	M238	Fort Bend MUD #194	0.1490%	7
Municipal Utility District	M253	Fort Bend MUD #199	0.0140%	1

2017 FB CAD Voting Entitlement

Type	Code	Entity	2016 2017 Allocation	Voting Entitlement
Municipal Utility District	M263	Fort Bend MUD #206	0.0060%	0
Municipal Utility District	M273	Fort Bend MUD #207	0.0010%	0
Municipal Utility District	M277	Fort BEND MUD #215	0.0050%	0
Municipal Utility District	SM100	Fort Bend Mun Management Dist # 1	0.0090%	0
Municipal Utility District	M260	Fort Bend-Waller Co MUD # 2	0.0010%	0
Municipal Utility District	M275	Fort Bend-Waller MUD # 3	0.0050%	0
Municipal Utility District	M245	Fulshear MUD # 1	0.0780%	4
Municipal Utility District	M264	Fulshear MUD # 2	0.0050%	0
Municipal Utility District	M287	Fulshear MUD # 3A	0.0030%	0
Municipal Utility District	M120	Grand Lakes MUD # 1	0.1070%	5
Municipal Utility District	M121	Grand Lakes MUD # 2	0.0680%	3
Municipal Utility District	M123	Grand Lakes MUD # 4	0.0860%	4
Municipal Utility District	M125	Grand Mission MUD # 1	0.1910%	10
Municipal Utility District	M216	Grand Mission MUD # 2	0.1330%	7
Municipal Utility District	M261	Harris County MUD # 393	0.0070%	0
Municipal Utility District	M89	Harris-Fort Bend MUD # 1	0.1110%	6
Municipal Utility District	M91	Harris-Fort Bend MUD # 3	0.0030%	0
Municipal Utility District	M162	Harris-Fort Bend MUD # 5	0.1180%	6
Municipal Utility District	M244	Imperial Redevelopment District	0.0700%	4
Municipal Utility District	M92	Katy Management District #1	0.1240%	6
Municipal Utility District	M77	Kingsbridge MUD	0.2100%	11
Municipal Utility District	M17	Meadow Creek MUD	0.0070%	0
Municipal Utility District	M94	Memorial MUD	0.0000%	0
Municipal Utility District	M81	Mission Bend MUD # 1	0.0240%	1
Municipal Utility District	M19	North Mission Glen MUD	0.1290%	6
Municipal Utility District	M83	Palmer Plantation MUD # 1	0.0570%	3
Municipal Utility District	M84	Palmer Plantation MUD # 2	0.0510%	3
Municipal Utility District	M21	Pecan Grove MUD	0.3710%	19
Municipal Utility District	M03	Plantation MUD	0.0680%	3
Municipal Utility District	M87	Renn Road M.U.D.	0.0240%	1
Municipal Utility District	SM105	Sienna Plantation Management	0.1100%	6
Municipal Utility District	M165	Sienna Plantation MUD # 2	0.1890%	9
Municipal Utility District	M166	Sienna Plantation MUD # 3	0.2720%	14
Municipal Utility District	M167	Sienna Plantation MUD # 4	0.0700%	4
Municipal Utility District	M189	Sienna Plantation MUD #10	0.2930%	15
Municipal Utility District	M186	Sienna Plantation MUD #12	0.2870%	14
Municipal Utility District	M163	West Harris County MUD 4	0.0110%	1
Municipal Utility District	M289	Williams Ranch MUD 1	0.0010%	0
Municipal Utility District	M239	Willow Creek Farms MUD	0.0010%	0
Municipal Utility District	M150	Willow Point MUD	0.0430%	2
Municipal Utility District	M185	Woodcreek Reserve MUD	0.0780%	4
			100.00%	5000

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WORKER RECOGNITION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 2 – 6, 2017 as “Custodial Worker Recognition Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Custodial Worker Recognition Day will be celebrated on October 2, 2017. It is appropriate that Lamar CISD recognize the importance of and contributions from our district custodial staff during the week of October 2 – 6, 2017.

PROGRAM DESCRIPTION:

Campus and department staff members will honor their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, National Custodial Worker Recognition Day is celebrated throughout the United States on October 2, 2017; and

Whereas, this day recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team on our campuses; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 2 – 6, 2017 as **Custodial Worker Recognition Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2017 by the Board of Trustees.



James Steenbergen, President

Kay Danziger, Secretary

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING RED RIBBON WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2017 as "Red Ribbon Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The weeks of October 23 – 31, 2017 will be celebrated Districtwide as "Red Ribbon Week," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 25 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, the abuse of drugs, tobacco and alcohol has reached epidemic stages in our nation; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, October 23 – 31, 2017 has been declared nationwide as "**Red Ribbon Week;**" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug-abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares October 23 – 31, 2017 as "**Red Ribbon Week**" in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.



James Steenberg, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 16 – 20, 2017 as “School Bus Safety Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 16 – 20, 2017. During this week it is appropriate for the Lamar CISD community to highlight school bus safety and to recognize the service of our transportation staff.

PROGRAM DESCRIPTION:

Staff members at Lamar CISD campuses will increase students’ awareness of school bus safety by reviewing and discussing the District’s transportation rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 16 – 20, 2017; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 16 – 20, 2017 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2017 by the Board of Trustees.

James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 9 – 13, 2017 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 9 – 13, 2017. It is appropriate for the Lamar CISD community to recognize the importance of our district school lunch program and our food service staff during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Food Service Department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 9 – 13, 2017; and

Whereas, the National School Lunch Program has served our nation admirably for more than 60 years through advanced practices and nutrition education; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are a valuable part of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 9 – 13, 2017 as **School Lunch Week** in the Lamar Consolidated Independent School District. Adopted this 21st day of September 2017 by the Board of Trustees.



James Steenbergen, President

Kay Danziger, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve American Construction Investigations, Inc. (ACI) for building code compliance review for Culver Elementary School in the amount of \$10,125 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Code compliance review is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Code compliance review is required by Texas Education Agency when the local permit jurisdiction does not provide building code reviews. Culver Elementary School is not in an incorporated municipality that performs the code reviews. The review consists of a general review of the plans and specifications for compliance with the current building codes.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.



1225 NORTH LOOP WEST, SUITE 935, HOUSTON, TEXAS 77008
(713) 864-8494 FAX: (713) 864-8495
email hhermis@acico.com

August 21, 2017

Mr. Kevin McKeever
Administrator of Operations
Lamar CISD Office
4907 Avenue I
Rosenberg, TX 77471

Re: Building Code Plan Review for Lamar CISD Culver Elementary

Dear Mr. McKeever:

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

This project consists of an approximately 92,325 gross SF one-story elementary school.

Building Code Review

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

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

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

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

General Conditions

1. ACI will submit its review in a written report via email.
2. ACI shall rely on the information furnished by the Client. The proposal is based upon having above all of the items noted above available for review.
3. Our proposal does NOT include:
 - a. Mechanical, electrical and plumbing code reviews.
 - b. 2015 International Energy Conservation Code (IECC) review.
4. Our proposal does not include any design solutions, cost estimates or drawings.
5. It is mutually agreed, in undertaking these proposed services, that ACI is assuming none of the responsibilities of the Architect-of-Record, nor is ACI assuming as a sub-contractor or otherwise on behalf of the Client, any of the responsibilities that the Client has undertaken through its contract with its client. The Client agrees that the limit of liability of ACI for any claim against it for services provided under this agreement shall be the sum of its fees pursuant to this agreement.

We propose to provide the above listed consulting services for a total fee of \$10,125.00

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

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

Sincerely yours,

AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.



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

APPROVED AND ACCEPTED

James Steenberg
School Board President

Date

**CONSIDER APPROVAL OF MUD NO. 5 INTERLOCAL AGREEMENT
FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the Interlocal Agreement with Fort Bend County MUD No. 5 for Culver Elementary School and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The District purchased the site for Culver Elementary School in the Briarwood Crossing Subdivision. The developer is preparing to construct the grading, roadways and utilities adjacent to the school site. The school site will need to be raised to accommodate the grading of the adjacent roadways.

Having the school site filled at the same time as the adjacent construction is cost effective and will allow the District to begin school construction as quickly as possible.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 5 is the Municipal Utility District serving Culver Elementary School. The Fort Bend MUD No. 5 intends to place fill dirt upon the site for Culver Elementary School as they perform sitework in developing the next section of the subdivision. The school site needs to be raised to meet the grades of the future roads to be constructed around the site.

Upon approval, the Board President will sign the agreement and Fort Bend MUD No. 5 will initiate the work. The cost to Lamar CISD will be a pro-rata share of the cost of the work as stipulated in the agreement.

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the “MUD”), a political subdivision of the State of Texas; and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“LCISD”), a political subdivision of the State of Texas. The MUD and LCISD may be individually referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the MUD intends to place fill dirt on an approximately 157 acre tract of property (the “Project Area”), located in Fort Bend County, as shown on Exhibit “A,” attached hereto, and incorporated herein by reference (“Project”),

WHEREAS, LCISD is the owner of a 14 acre tract of property located within the area of the Project (the “LCISD Property”), as described on Exhibit “A”,

WHEREAS, the Parties agree that the Project, in addition to benefitting the LCISD Property, also serves other properties within the MUD;

WHEREAS, it is to the mutual benefit of the Parties to cooperate in connection with the Project;

WHEREAS, the MUD proposes to issue bonds in the near future to finance the cost of the Project,

WHEREAS, Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the completion of the Project, and

WHEREAS, LCISD and the MUD are authorized to enter into this Agreement pursuant to the Texas Water Code, Chapter 54, and the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended.

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, agree and contract as follows:

TERMS

Section 1. Responsibilities of the Parties

- A. The MUD hereby agrees to perform the following obligations (the “MUD Responsibilities”):
- (i) Provide, or cause to be provided, the engineering services, and related support services necessary to prepare a grading plan (“Grading Plan”) for the Project. Grading Plan shall be developed in accordance with the requirements set forth by the applicable authorities

having jurisdiction thereof, however as a minimum, the fill shall be placed within the LCISD Property utilizing 8" lifts and 95% compaction;

- (ii) Submit the Grading Plan to LCISD for review and approval (such approval or comments from LCISD to be provided by LCISD no later than fifteen (15) days after receipt thereof by LCISD), which approval shall not be unreasonably denied, withheld or delayed;
- (iii) Obtain, or cause to be obtained and provided, all necessary approvals and/or permits from any applicable agencies and authorities having jurisdiction thereof;
- (iv) Bid and award, or cause to be bid and awarded, a contract for the performance of the Project to a qualified bidder, and cause the Project to be completed in accordance with the Grading Plan approved by LCISD no later than December 1, 2017. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas, and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing;
- (v) Provide and manage, or cause to be provided and managed, the day-to-day inspection of the Project, including, to the extent applicable, construction materials testing ("CMT");
- (vi) Provide, or cause to be provided, to the extent applicable, a set of record drawings which have been signed and sealed by the engineer of record to LCISD upon final acceptance of the Project by the Parties;
- (vii) Pay, or cause to be paid, all costs, fees, and/or expenses for the design and construction of the Project, less LCISD's Contribution, as defined below; and
- (viii) Refund to LCISD the LCISD Contribution in the manner described in Section 3 below.

B. LCISD Responsibilities:

- (i) LCISD's sole obligation under this Agreement is to contribute its pro-rata portion of the cost of the Project (the "LCISD Contribution") to be as follows:

Clearing and Grubbing calculated by dividing the total acreage of the LCISD Property by the total acreage of the Project Area (estimated to be 9.0 % of the cost of the Project) times the final construction cost of this portion as shown on Exhibit "A", and,

Native Fill Soil Placement calculated by dividing the total fill of approximately 18,000 cy on the LCISD Property by the total cubic yardage of the Project Area (estimated to be 17.0 % of the cost of the Project) times the final construction cost of this portion based on the grading design as shown on Exhibit “B”,

pursuant to the terms set forth in Section 2, below. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the LCISD Contribution shall not exceed the maximum total amount of \$150,000. LCISD shall not be responsible for the performance of the work necessary to complete the Project, but only for the contribution of the LCISD Contribution as provided herein.

Section 2. Funding of the Project

- A. Upon award of a construction contract for construction of the Project, the MUD will provide to LCISD documentation supporting the amount of the award, including, as a minimum, proof of insurance and a copy of the award letter, and provide a written request for payment of the LCISD Contribution. LCISD will then remit the LCISD Contribution to the MUD not later than ten (10) days after receipt of the above documentation and request for payment.
- C. The LCISD Contribution paid by LCISD to the MUD pursuant to this Agreement shall not be used by the MUD for any purpose other than paying for or reimbursing the MUD’s cost in administering and/or constructing the Project or causing the Project to be administered and/or constructed.

Section 3. Bonds and Reimbursement

- A. Following approval of the Grading Plan for the Project by the necessary reviewing authorities and completion of the Project, the MUD shall instruct its engineer to proceed with the preparation of a bond application report and all required attachments and exhibits thereto, necessary to enable the MUD to make application for the issuance of the Bonds pursuant to Commission rules found at 30 TAC § 293.41 et. seq., or similar rules of any successor agency, in an amount sufficient to pay for the reimbursement to LCISD of the LCISD Contribution. Upon completion and adoption of such report, the MUD will take all steps reasonably necessary in accordance with the rules of the Commission and all applicable laws, to prepare, submit, file and process with the Commission a bond application for approval of the issuance of sufficient Bonds to pay or provide for the payment of the costs of the Project, including the LCISD Contribution.
- B. The MUD agrees that upon completion of the Project, it will use its best efforts to issue, sell, and deliver unlimited tax bonds or other obligations of the MUD which are hereafter issued and sold by the MUD pursuant to the provisions of this Agreement and Chapter 54 of the Texas Water Code, as amended, for the purposes provided in this Agreement, and any refunding

bonds issued in lieu thereof (the “Bonds”) on the best available terms as soon as reasonably practical according to the provisions hereof, and will use the proceeds of the sale of such Bonds to reimburse to LCISD the LCISD Contribution in the manner and amount approved by the Texas Commission on Environmental Quality or its applicable successor (the “Commission”). The MUD shall advertise and receive bids, and issue, sell and deliver the Bonds as soon as reasonably practical.

Section 4. Right of Entry, Access, and Review

- A. During the performance of the Project, the MUD and its contractors and representatives will have the full right to access the LCISD Property for the purpose of performance and supervision related to the Project.
- B. During the performance of the Project, LCISD will have the full right of access to the Project Area and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting the Project.
- C. LCISD and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to the MUD’s performance under this Agreement during the period of performance of this agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this agreement.

Section 4. Liability of the Parties

- A. To the extent permitted by law, each Party shall be responsible for all claims and liability due to the activities of the Party’s employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

Section 5. Term and Termination

- A. The Parties may terminate this Agreement at any time prior to the awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by written notice to the other Party, and no Party shall have any further obligation hereunder, except that the MUD shall return any funds that may have been provided by LCISD.
- B. In addition to the provisions of 5(A) above, LCISD may terminate this agreement by written notice to the MUD if construction of the Project has not begun within sixty (60) days of payment by LCISD of the LCISD Contribution, in which event the MUD shall return the entire LCISD Contribution within thirty (30) days of such notice.

Section 6. Miscellaneous

- A. Non-Assignability. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.

- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses

LCISD: Lamar Consolidated School District
 Attn: Kevin McKeever
 3911 Avenue I
 Rosenberg, TX 77471
 Telephone: (832) 223-0000
 Email: mckeever@lcisd.org

MUD: Fort Bend Municipal Utility District No. 5
 Attn: _____

 Telephone: _____
 Email: _____

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- B. Effect of Agreement. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the Parties concerning the subject herein.

- C. Modifications. Any oral or written representations or modifications concerning this instrument shall not be effective, excepting a subsequent written modification signed by both Parties.

- D. Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In

addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

- E. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- F. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 5

ATTEST:

Secretary, Board of Directors

By: _____
Name: _____
President, Board of Directors

Date

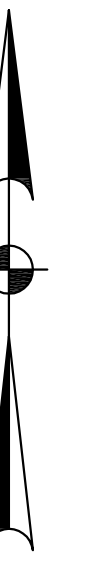
Date

LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT

By: _____
Name: Mr. James Steenberg
President, Board of Trustees

Date

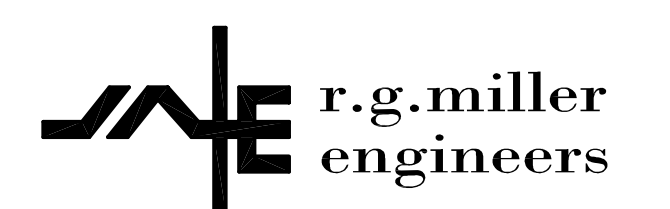
EXHIBIT A
CLEARING EXHIBIT



LEGEND

SYMBOL	DESCRIPTION
	143 AC - CLEARING, SITE PREPARATION, AND TREE REMOVAL
	14 AC - ALTERNATIVE CLEARING, SITE PREPARATION
	REINFORCED FILTER FABRIC BARRIER
	FILTER FABRIC FENCE
	STABILIZED CONSTRUCTION ACCESS

EXHIBIT "A"
 BRIARWOOD CROSSING
 CLEARING EXHIBIT



16340 Park Ten Place
 Suite 350
 Houston, Texas 77084
 (713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487
 DATE: AUGUST 9, 2017 SCALE: 1"=200'

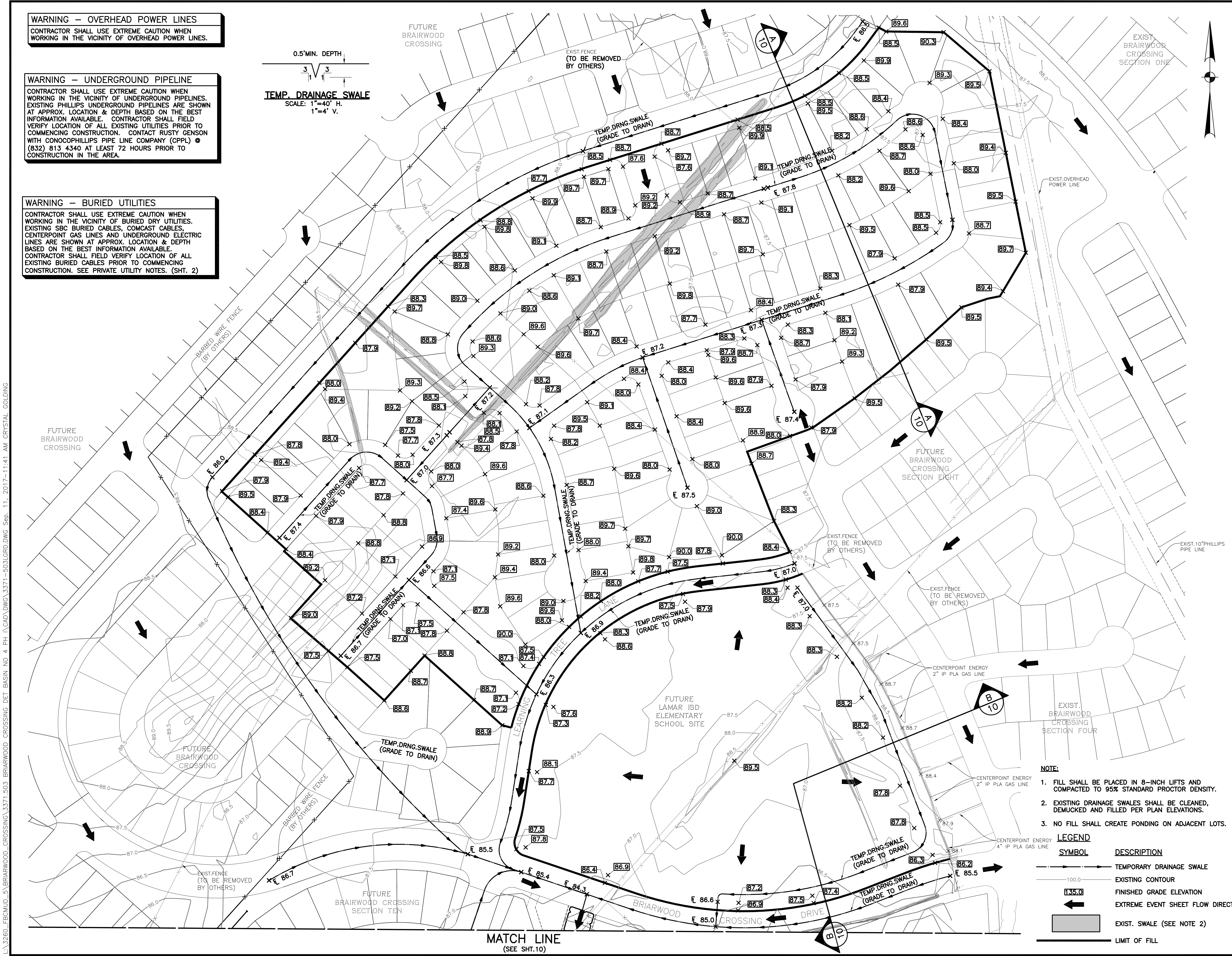
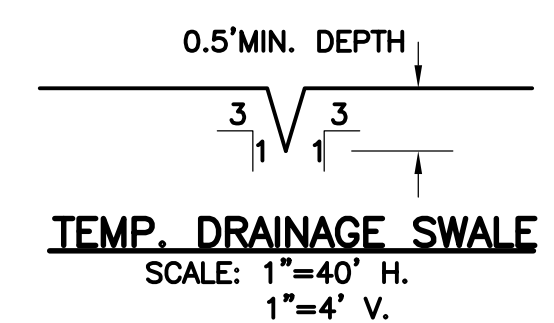
L:\3260_FBCMUD_5\BRIARWOOD_CROSSING\3371_400_CLEAR_EXHIBIT.DWG Aug. 15, 2017-4:06 PM KYLE CLAWSON

EXHIBIT B
GRADING PLAN

WARNING – OVERHEAD POWER LINES
 CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF OVERHEAD POWER LINES.

WARNING – UNDERGROUND PIPELINE
 CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND PIPELINES. EXISTING PHILLIPS UNDERGROUND PIPELINES ARE SHOWN AT APPROX. LOCATION & DEPTH BASED ON THE BEST INFORMATION AVAILABLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. CONTACT RUSTY GENSON WITH CONOCOPHILLIPS PIPE LINE COMPANY (CPPL) (832) 813 4340 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION IN THE AREA.

WARNING – BURIED UTILITIES
 CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF BURIED DRY UTILITIES. EXISTING SBC BURIED CABLES, COMCAST CABLES, CENTERPOINT GAS LINES AND UNDERGROUND ELECTRIC LINES ARE SHOWN AT APPROX. LOCATION & DEPTH BASED ON THE BEST INFORMATION AVAILABLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING BURIED CABLES PRIOR TO COMMENCING CONSTRUCTION. SEE PRIVATE UTILITY NOTES. (SHT. 2)



NOTICE:
 AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE LONG STAR NOTIFICATION 713-222-4567.
 PRIVATE UTILITY LINES SHOWN
 DATE: _____
 APPROVED FOR AT&T TEXAS/SBT UNDERGROUND CONDUIT FACILITIES ONLY
 SIGNATURE VALID FOR ONE YEAR
 DATE: _____
 TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222
 NOTICE:
 For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.
VERIFICATION OF PRIVATE UTILITY LINES
 Date: _____
 CenterPoint Energy/Natural Gas Facilities Verification ONLY.
 (This Signature verifies that you have shown CPE/Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.)
 Signature Valid for six months.
 Date: _____
 CenterPoint Energy/Electrical Facilities Verification ONLY.
 (This Signature verifies existing underground facilities - not to be used for conflict verification.)
 Signature Valid for six months.

FLOOD PLAN
 THIS PROJECT IS LOCATED PARTIALLY IN ZONE "AE" AS PER FIRM PANEL 48157C0400 L, REVISED APRIL 2, 2014. 100-YEAR BASE FLOOD ELEVATION = 85.69

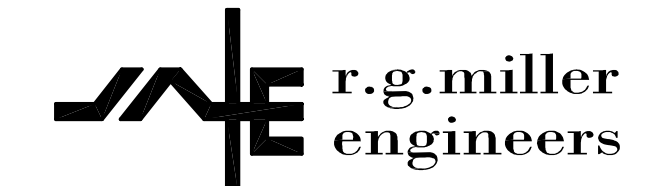
BENCHMARK
 PROJECT BENCHMARK: RM 145; A F.E.M.A. DISK LOCATED ON THE NORTH END OF THE TOP OF THE EAST CONCRETE HEADWALL OF A CULVERT 24 FEET EAST OF THE CENTERLINE OF HIGHWAY 36, APPROXIMATELY 3.7 MILES NORTH OF ITS INTERSECTION WITH F.M. 360. ELEV. 85.71 NGVD '29, 1987 ADJUSTMENT

TEMPORARY BENCHMARK: "A"
 A RAIL ROAD SPIKE IN THE EAST SIDE OF A POWER POLE, ON THE NORTH R.O.W. OF BAND ROAD. +/- 4400' SOUTHWEST OF STATE HIGHWAY #36. APPROX. AT THE P.C. OF THE NORTH CURVE IN BAND ROAD. ELEV. = 94.90

F.B.C.M.U.D. NO. 5
 BRIARWOOD CROSSING
 DETENTION/MITIGATION
 BASIN FOUR PHASE ONE
 DETENTION/MITIGATION BASIN
 AND STORM SEWER

GRADING PLAN
 SHEET 1 OF 2

No.	DATE	REVISION



16340 Park Ten Place
 Suite 350
 Houston, Texas 77084
 (713) 461-9600
 TEXAS FIRM REGISTRATION NO. F-487

INTERIM REVIEW ONLY
 DOCUMENT INCOMPLETE: Not Intended for permit, or construction.
 Engineer: Justin S. Wogner
 P.E. License No. 108942
 DATE: September, 2017

APPROVED: _____
 DEVELOPMENT COORDINATOR

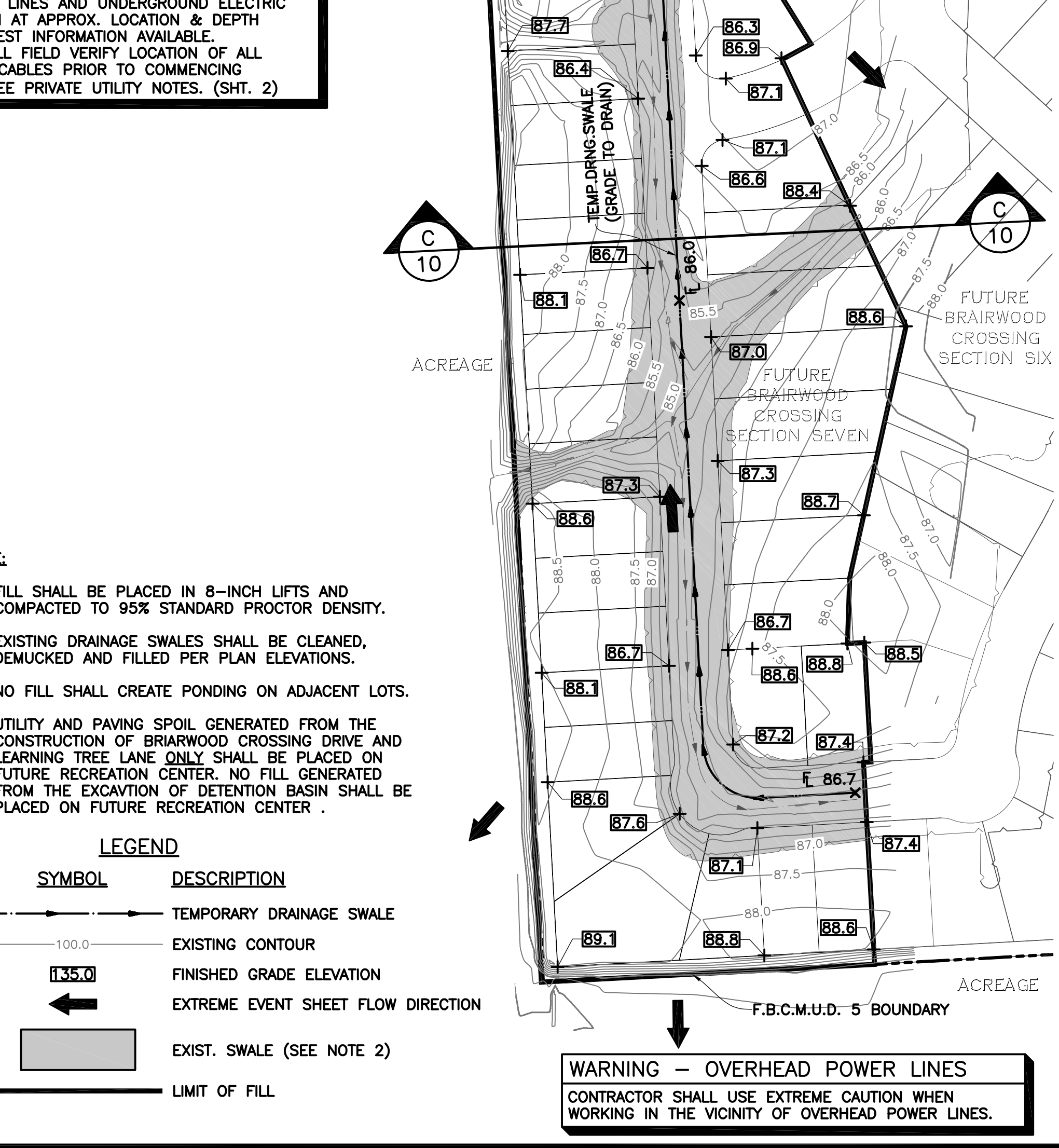
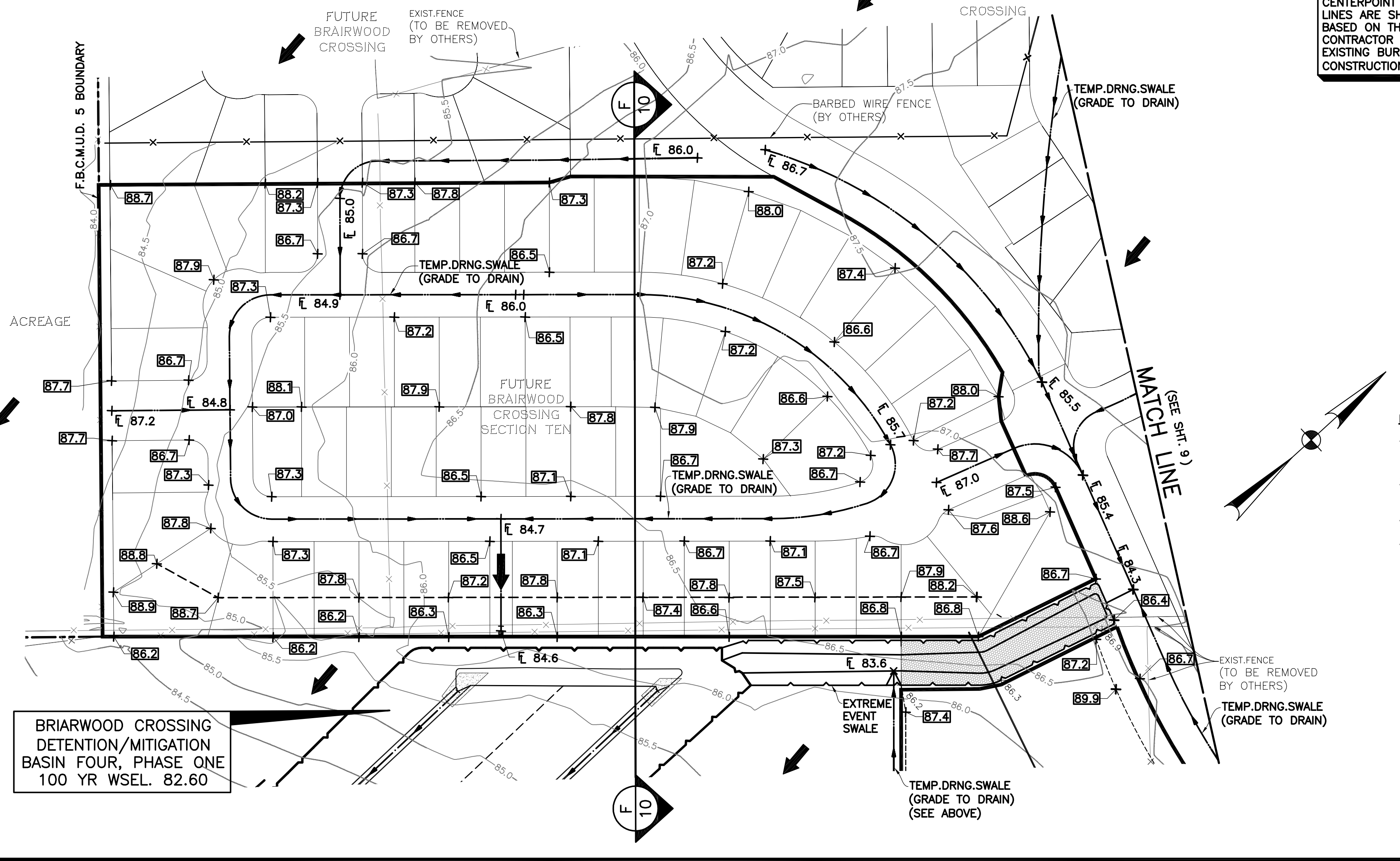
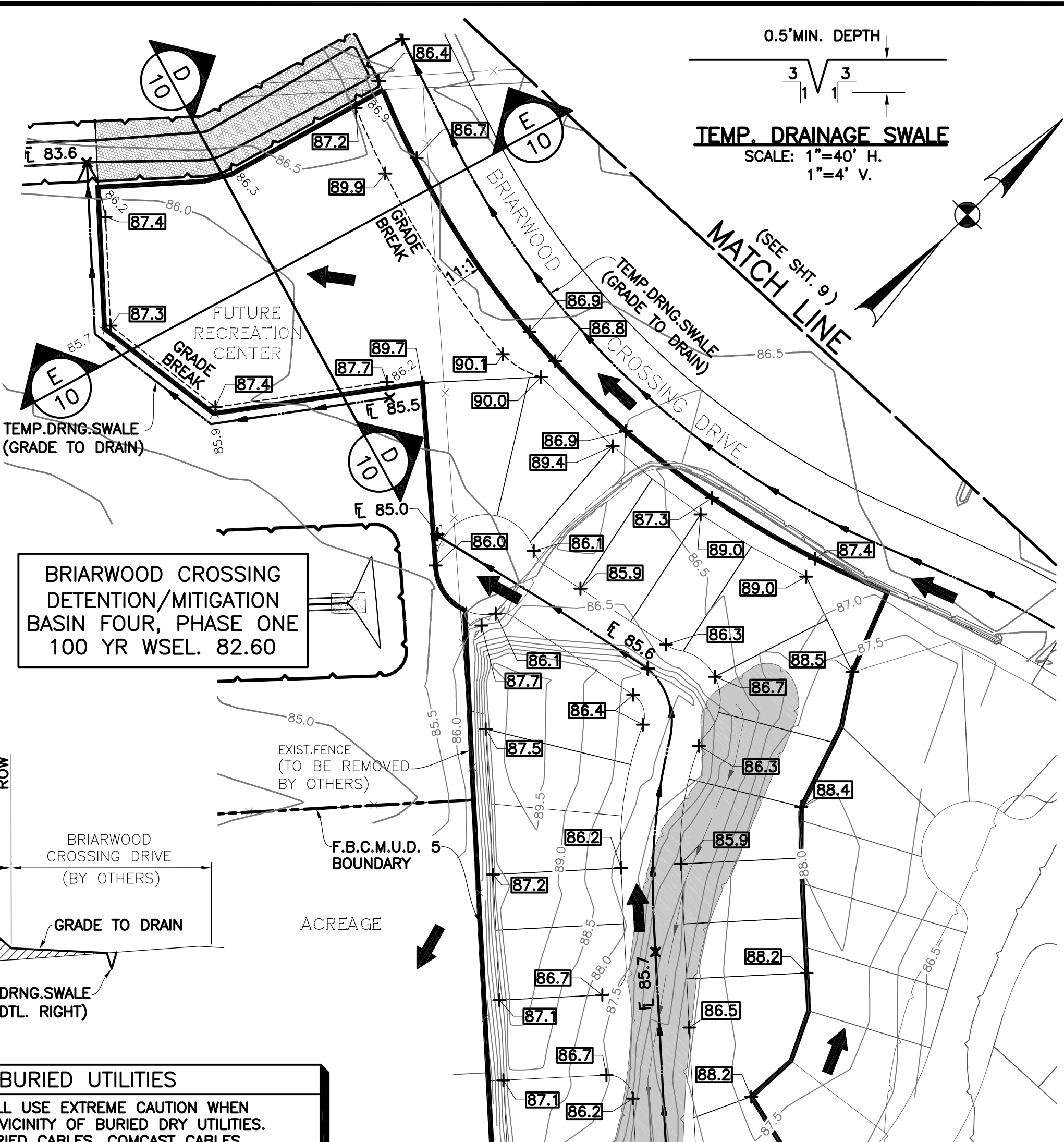
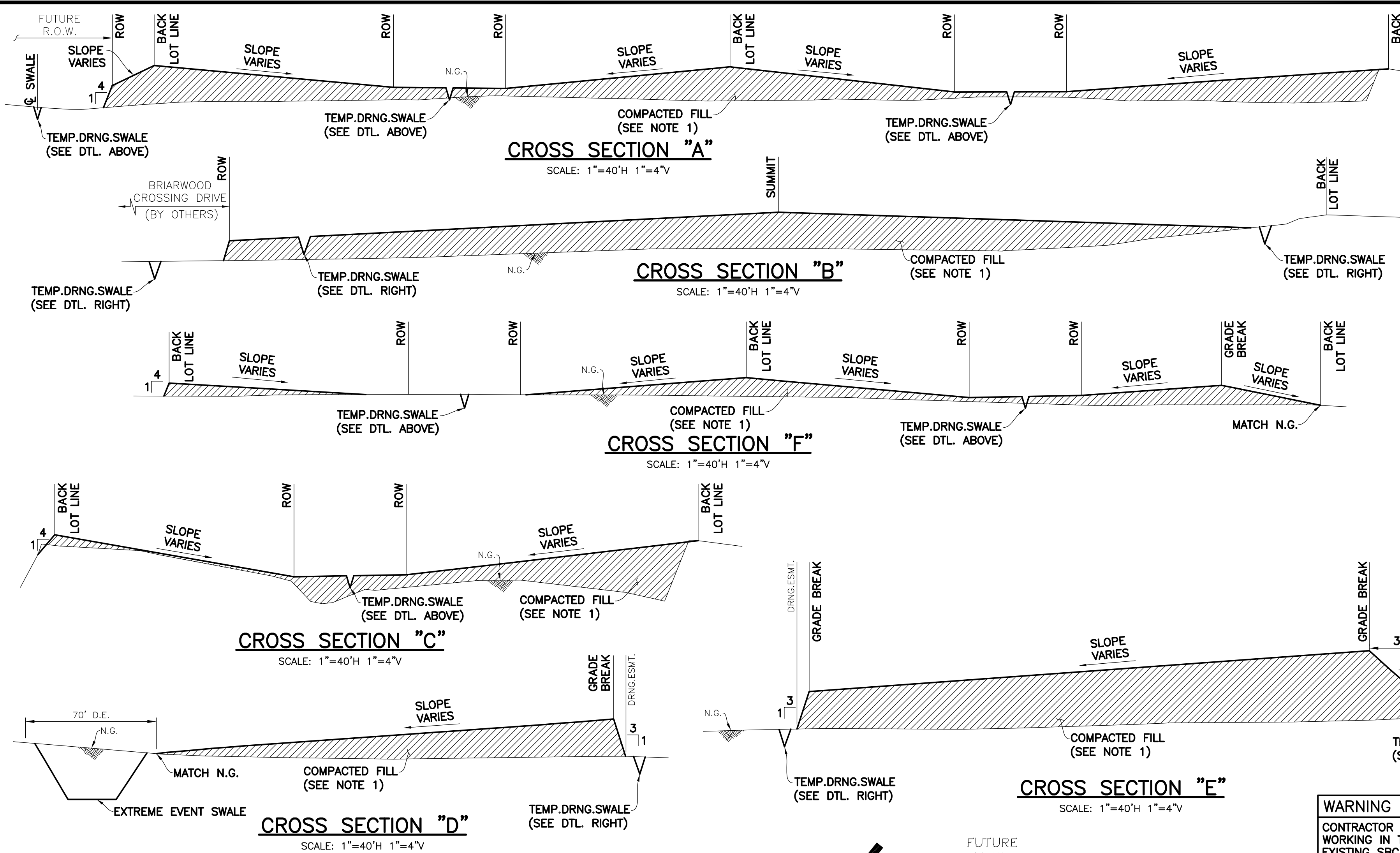
DATE: _____

- NOTE:**
- FILL SHALL BE PLACED IN 8-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - EXISTING DRAINAGE SWALES SHALL BE CLEANED, DEMUCKED AND FILLED PER PLAN ELEVATIONS.
 - NO FILL SHALL CREATE PONDING ON ADJACENT LOTS.

LEGEND

SYMBOL	DESCRIPTION
—	TEMPORARY DRAINAGE SWALE
—	EXISTING CONTOUR
135.0	FINISHED GRADE ELEVATION
←	EXTREME EVENT SHEET FLOW DIRECTION
▭	EXIST. SWALE (SEE NOTE 2)
—	LIMIT OF FILL

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- NOTE:**
- FILL SHALL BE PLACED IN 8-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - EXISTING DRAINAGE SWALES SHALL BE CLEANED, DEMUCKED AND FILLED PER PLAN ELEVATIONS.
 - NO FILL SHALL CREATE PONDING ON ADJACENT LOTS.
 - UTILITY AND PAVING SPOIL GENERATED FROM THE CONSTRUCTION OF BRIARWOOD CROSSING DRIVE AND LEARNING TREE LANE ONLY SHALL BE PLACED ON FUTURE RECREATION CENTER. NO FILL GENERATED FROM THE EXCAVATION OF DETENTION BASIN SHALL BE PLACED ON FUTURE RECREATION CENTER.

LEGEND

SYMBOL	DESCRIPTION
—	TEMPORARY DRAINAGE SWALE
—	EXISTING CONTOUR
135.0	FINISHED GRADE ELEVATION
←	EXTREME EVENT SHEET FLOW DIRECTION
▭	EXIST. SWALE (SEE NOTE 2)
—	LIMIT OF FILL

NOTICE:
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE ONE STAR NOTIFICATION 713-222-4567

PRIVATE UTILITY LINES SHOWN

DATE: _____
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY
SIGNATURE VALID FOR ONE YEAR

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date: _____

CenterPoint Energy/Natural Gas Facilities Verification ONLY.
(This signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date: _____

CenterPoint Energy/Underground Electrical Facilities Verification ONLY.
(This signature verifies existing underground facilities - not to be used for conflict verification.)
Signature Valid for six months.

FLOOD PLAIN

THIS PROJECT IS LOCATED PARTIALLY IN ZONE "AE" AS PER FIRM PANEL 48157C0400 L, REVISED APRIL 2, 2014, 100-YEAR BASE FLOOD ELEVATION = 85.69

BENCHMARK

PROJECT BENCHMARK: RM 145; A F.E.M.A. DISK LOCATED ON THE NORTH END OF THE TOP OF THE EAST CONCRETE HEADWALL OF A CULVERT 24 FEET EAST OF THE CENTERLINE OF HIGHWAY 36, APPROXIMATELY 3.7 MILES NORTH OF ITS INTERSECTION WITH F.M. 360. ELEV. 85.71 NGVD '29, 1987 ADJUSTMENT

TEMPORARY BENCHMARK: "A"
A RAIL ROAD SPIKE IN THE EAST SIDE OF A POWER POLE, ON THE NORTH R.O.W. OF BAND ROAD. +/- 4400' SOUTHWEST OF STATE HIGHWAY #36. APPROX. AT THE P.C. OF THE NORTH CURVE IN BAND ROAD. ELEV. = 94.90

F.B.C.M.U.D. NO. 5
BRIARWOOD CROSSING
DETENTION/MITIGATION
BASIN FOUR PHASE ONE
DETENTION/MITIGATION BASIN
AND STORM SEWER

GRADING PLAN
SHEET 2 OF 2

No.	DATE	REVISION

r.g.miller engineers

16340 Park Ten Place
Suite 350
Houston, Texas 77084
(713) 461-9600
TEXAS FIRM REGISTRATION NO. F-487

INTERIM REVIEW ONLY
DOCUMENT INCOMPLETE: Not Intended for permit, or construction.
Engineer: Justin S. Wogner
P.E. License No. 108942
DATE: September, 2017

APPROVED: _____
DEVELOPMENT COORDINATOR

DATE: _____

SUBMITTED: _____
SCALE: 1"=100'
DATE: MAY, 2017
SURVEY BY: MILLER SURVEY
F.B. NO. _____

DESIGNED BY: CMG
DRAWN BY: HC
SHEET NO. 10 OF 17 SHEETS
CITY DWG NO. _____

L:\3260_FBCMUD_5\BRIARWOOD_CROSSING_DET_BASIN_NO_4_PH_1\CAD\DWG\3371-503\GRD2.DWG Sep. 11, 2017-11:41 AM CRYSTAL GOLDING

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW
AND INSPECTION FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve American Construction Investigations, Ltd. (ACI) for Texas Accessibility Standards Review and Inspection for Culver Elementary School in the amount of \$2,348 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards (TAS) Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required 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



AMERICAN CONSTRUCTION INVESTIGATIONS, LTD



602 SAWYER STREET, SUITE 200, HOUSTON, TEXAS 77007-7510
(713)864-8494 (888)595-8500 FAX(713)864-8495
<http://www.acico.com>

August 21, 2017

Mr. Kevin McKeever
Administrator of Operations
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Re: TAS Services – Culver Elementary

Dear Mr. McKeever:

As Accessibility Specialists, registered by the Texas Department of Licensing and Regulation (TDLR), we are pleased to offer this proposal for Texas Accessibility Standards (TAS) plan review and inspection services.

All public construction projects with an estimated construction cost greater than \$50,000.00 must be registered with the Texas Department of Licensing & Regulation (TDLR) Architectural Barriers, reviewed and inspected. As Accessibility Specialists registered with TDLR, ACI can provide these review and inspection services.

Review and inspection fees are based on estimated construction cost. The fees below are based on an estimated construction cost of \$20,000,000.00 for the Lamar CISD Culver Elementary School.

TAS Plan Review and Inspection Fees

- Review = \$1025.00
- Inspection = \$1050.00 + \$98.00 travel expense
- State Filing Fee = \$175

The proposed services include unlimited phone and email support to address review comments. Additional approved services are billed hourly at \$185 per hour. Our proposal does not include design services.

Please call me at 713.979.0853, if you have any questions or comments.

Sincerely yours,
AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.

Jeremy G. Murphy
Director, Accessibility & Code Consulting Services

James Steenberg
School Board President

Date

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW
AND INSPECTION FOR ROBERTS MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for Roberts Middle School in the amount of \$1,950 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards (TAS) Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required 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
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

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

August 21, 2017

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Roberts Middle School
Fulshear, Fort Bend County, Texas

Regarding: Proposal – Roberts Middle School
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided by Mr. Dustin Frederickson of Vanir – Rice & Gardner.

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:

Roberts Middle School		
Lamar Consolidated ISD	TAS – Plan Review	\$ 900.00
	TAS – Site Inspection	\$ 875.00
	TDLR Fee	\$ 175.00
	Total	\$1,950.00

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.

Roberts Middle School
Lamar Consolidated ISD
August 21, 2017
Page 3 of 4

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.

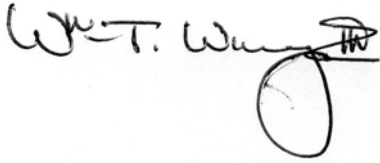
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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.

Roberts Middle School
Lamar Consolidated ISD
August 21, 2017
Page 4 of 4

Respectfully,

A handwritten signature in black ink that reads "W. T. Winning III". The signature is stylized with a large, circular flourish at the end.

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.

James Steenbergen
School Board President

Date

Witness

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR FULSHEAR HIGH SCHOOL SHELL SPACE**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for Fulshear High School shell space in the amount of \$1,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards (TAS) Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required 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
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

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

August 21, 2017

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Fulshear Shell
Fulshear, Fort Bend County, Texas

Regarding: Proposal – Fulshear Shell
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* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided by Mr. Dustin Frederickson of Vanir – Rice & Gardner.

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:

Fulshear Shell		
Lamar Consolidated ISD	TAS – Plan Review	\$ 600.00
	TAS – Site Inspection	\$ 575.00
	TDLR Fee	\$ 175.00
	Total	\$1,350.00

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.

Fulshear Shell
Lamar Consolidated ISD
August 21, 2017
Page 3 of 4

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.

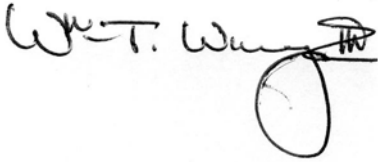
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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.

Fulshear Shell
Lamar Consolidated ISD
August 21, 2017
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.

James Steenbergen
School Board President

Date

Witness

**CONSIDER APPROVAL OF SANITARY SEWER EASEMENT FOR THE NEW
MAINTENANCE AND OPERATIONS FACILITY**

RECOMMENDATION:

That the Board of Trustees approve the sanitary sewer easement for the Maintenance and Operation Facility and authorize the Board President to execute the easement document.

IMPACT/RATIONALE:

The Maintenance and Operations Facility sanitary sewer line requires an easement across CenterPoint right of way.

PROGRAM DESCRIPTION:

Upon approval, the sanitary sewer easement documents will be signed by the Board President and recorded for the new Maintenance and Operations Facility.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



September 15, 2017

Kevin McKeever
3911 Avenue I
Rosenberg TX 77471

RE: Easement to Lamar Consolidated Independent School District to install a ten (10) inch sanitary sewer line within/across CenterPoint Energy Houston Electric, LLC's Right of Way: W A Parish to Fort Bend Ref: Job No. 127698 PNO NO. 139170333

Mr. McKeever:

Attached is a copy of the easement for execution. The instrument must be executed by a president, vice president or board approved member and properly notarized. Please return one original to me at the address below. Once fully executed, a recorded copy will be returned to you and construction may begin on your project.

As specified in the Construction Specification, please notify the Company Representative seven (7) days prior to any construction activities and keep a copy of this instrument on site at all times.

If you have any questions, please contact me at 713-207-6426.

Regards,

Ronald E. Van Gundy
Associate Right of Way Agent
Surveying & Right of Way Division
CenterPoint Energy Houston Electric, LLC

Enclosures

By Mail:
CenterPoint Energy
1111 Louisiana
Houston, Texas 77251-1700
Attn: Ronald Van Gundy CNPT 702B

By Courier:
CenterPoint Energy
1111 Louisiana
Houston, Texas 77002
Attn: Ronald Van Gundy CNPT 702B

EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND}

That, CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company, its successors and assigns, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) CASH and other good and valuable consideration, to Grantor paid by Lamar Consolidated Independent School District, its successors and assigns, subject to the terms herein, hereinafter collectively referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and does by these presents GRANT, SELL AND CONVEY unto Grantee, an easement (hereinafter collectively referred to as the "Easement", whether one or more), for the installation, construction, maintenance, and removal of sanitary sewer facilities, consisting of all approved necessary and desirable equipment and appurtenances, hereinafter referred to as "Grantee's Facilities", located on, under, and within portions of the following described lands owned in fee by Grantor which are referenced on EXHIBIT "A", attached hereto and made a part hereof, hereinafter referred to as "Grantor's Property".

The easements herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

An Easement ten (10) inches in diameter for a sanitary sewer line, the location of the centerline of which is shown on said attached EXHIBIT "A".

Grantee acknowledges and agrees that Grantee is forever subject to all the provisions stated herein:

I. TERMS, CONDITIONS AND OBLIGATIONS:

- A. In the event that Grantee's Facilities change ownership through its successors, and assigns, by a merger, acquisition, or corporate name change, Grantee shall notify Grantor in writing within sixty (60) days of said change in the manner provided in **Section VIII. Notices**. Grantee shall pay to Grantor, Grantor's then current processing fee for each change notification.

- B. Grantee's Facilities shall be installed at its own cost and expense within the Easement Area shown on said attached **EXHIBIT "A"**. If at a later date any of Grantee's Facilities are found existing outside the Easement Area, then Grantee will, at its own cost and expense, relocate this Facility to its proper location within the Easement Area to occur within ninety (90) days of any formal notice of incorrect placement. **IN THE EVENT ANY PORTION OF GRANTEE'S FACILITIES ARE CONSTRUCTED OR REMAIN OUTSIDE OF THE EASEMENT AREA, GRANTEE HEREBY AGREES TO FORFEIT ANY AND ALL RIGHTS OR CAUSES OF ACTION TO CLAIM A PRESCRIPTIVE EASEMENT OR EXERCISE ADVERSE POSSESSION OR EMINENT DOMAIN, AGAINST GRANTOR OR ANY PORTION OF GRANTOR'S PROPERTY.**
- C. Grantee, its successors and assigns shall forever be solely responsible for the installation, construction, maintenance and removal of Grantee's Facilities.

II. CONSTRUCTION REQUIREMENTS:

- A. Grantee, its contractors and subcontractors are forever subject to all terms, conditions and construction requirements set out in Grantor's Specification for Construction on CenterPoint Energy Property, as they apply to Grantee's Facilities upon Grantor's Property, a copy of which is attached hereto and made a part hereof as **EXHIBIT "B"**, and is hereinafter referred to as the **"SPECIFICATIONS"**.
- B. Grantee shall install and maintain pipeline markers that meet all applicable statutory and regulatory requirements. At a minimum, Grantee shall install and maintain markers at all points where the pipeline enters and exits Grantor's Property, angle points, all road, street and private drive crossings, at all crossings of any other pipelines and approximately every 500 feet on the pipeline. The markers shall state the name of the pipeline owner and an emergency contact telephone number.
- C. Grantee shall not install any additional equipment of any type or character on Grantor's Property, including but not limited to, telecommunications antennas or lighting facilities without formal written approval by Grantor. Any future plans to install any other equipment of any type or character which are separate from the installations permitted under this Easement must be submitted to Grantor for review and approval prior to any construction.
- D. Grantee shall reimburse Grantor, within thirty (30) days after receipt of notice from Grantor, for the cost of any and all temporary or permanent alterations and the repair or replacement of any and all damages to Grantor's facilities, which may be comprised of, but not limited to, electric transmission and distribution lines, foundations, telecommunication lines, electrical substation facilities, whether one or more, consisting of a variable number of wires, conduits, cables and all necessary or desirable equipment and appurtenances, towers or poles made of wood, metal or other equipment, materials, props and guys, hereinafter

collectively referred to as the "Grantor's Facilities", caused by Grantee's installations and/or alterations.

- E. During any type of construction or repair activities, Grantee shall not use Grantor's Property as a "Show Up/Project Staging Area" without prior written consent of Grantor. Show Up/Project Staging Area for all purposes herein shall mean a site or area where vehicles, freight haulers, supplies, materials, workers, construction support, and any other equipment, machinery or persons of like kind are placed or positioned for use, mobilization and access to a construction site or linear project.
- F. Notwithstanding the restoration provisions as stated in the SPECIFICATIONS: General Requirements for Construction, Item No. 3.0.e, Grantee shall adhere to the following provisions:
 - 1. The natural drainage pattern of Grantor's Property shall be maintained and all previously existing ditches, culverts, fences, roads and driveways, if damaged by Grantee, shall be re-established to the condition existing prior to Grantee's work within fourteen (14) days after the back filling of soil on top of Grantee's pipeline.
 - 2. Grantee shall restore Grantor's Property, including but not limited to, any additional back filling of all compacted pipeline trenches as many times deemed necessary by Grantor's inspectors or the repair of fences or culverts, within fourteen (14) days after the back filling of soil on top of Grantee's pipeline. Grantee is forever solely responsible to promptly repair and restore any erosion of soil along or within Grantor's Property into any of Grantee's adjacent ponds or ditches which reside adjacent to Grantor's Property.
 - 3. All trash or any other materials which are deemed objectionable to the Grantor, at its sole discretion, resulting from Grantee's construction activities shall be removed from Grantor's Property by Grantee within fourteen (14) days after the back filling of soil on top of Grantee's pipeline.
- G. If Grantee violates any of the provisions contained herein, in the sole discretion of Grantor or any of Grantor's authorized agents, then Grantor and/or its authorized agents are fully authorized to stop any and all work in progress on Grantor's Property until Grantee corrects such violation and modifies its procedures in a manner acceptable to Grantor.
- H. Grantee hereby guarantees all work performed by Grantee and its contractors and subcontractors against any and all defects in workmanship and shall, at its sole cost and expense, make repairs as deemed necessary by Grantor to remedy such defects within fourteen (14) days after demand.
- I. Any field changes in the easement route must be submitted and approved by Grantor's Transmission Inspector on a Field Change Order form attached hereto

prior to any installation of Grantee's Facilities. Grantee further agrees that within forty-five (45) days after the Field Change Order is completed, Grantee will provide to Grantor with acceptable corrected survey exhibits in order to amend the easement location by a formal amendment document.

III. AD VALOREM TAXES:

Should Grantor's ad valorem taxes increase at any time, due to Grantee's Facilities or any other improvements made on Grantor's Property by Grantee, Grantee shall reimburse Grantor for the amount of such increase in taxes within thirty (30) days after receipt of notice thereof from Grantor.

IV. INSURANCE:

As a requirement for the Easement to be granted, Grantee shall forever carry for the benefit of Grantee and Grantor the minimum insurance coverage as noted on **EXHIBIT "C"**, Schedule of Insurance Provisions, attached hereto and made a part hereof. Grantee shall (i) be solely responsible for the costs, expenses and premiums of all policies of insurance which are required herein, (ii) cause Grantor to be named as an additional insured under all such policies for the purposes set forth herein, and (iii) provide that such insurance may not be cancelled or changed except upon fifteen (15) days prior written notice to Grantor. Grantee shall furnish Grantor evidence of such liability insurance coverage prior to the commencement of any work or any other activities on Grantor's Property. An insurance certificate must be submitted annually to satisfy this request.

V. RESERVATIONS:

- A. Grantor hereby reserves for itself, its successors, assigns and licensees, the right to use Grantor's Property for any purpose and in any manner, including, but not limited to, the right to construct, or to permit and/or grant to others the right to construct additional pipelines along side of, under and adjacent to Grantee's Facilities, the right to cross or to permit and/or grant to others the right to cross under or over Grantee's Facilities with other facilities, which includes, but is not limited to, pipelines, roads, streets, railroads, water lines, sewer lines, parking lots, telecommunication infrastructure and other utilities or facilities, along with rights to install, maintain, repair, replace and remove said facilities. All pipelines shall be constructed in such a manner that encasements shall not be required for parking lot uses.
- B. In the event that the existence, construction, operation, maintenance, relocation, or removal of Grantee's Facilities, within Grantor's Property causes Grantor to incur any costs that in any manner relate to Grantor's construction, installation, operation, maintenance, removal, repair, replacement, protection, alteration, or relocation of Grantor's Facilities, Grantee shall reimburse Grantor, within thirty (30) days after receipt of notice from Grantor, for any and all such costs that would not have been incurred but for the existence of Grantee's Facilities. In lieu

of said cost reimbursement, Grantee shall have the option to relocate Grantee's Facilities at Grantee's sole cost and expense, subject, however, to Grantor providing a site for such relocation, at Grantor's sole discretion, and provided that Grantor shall furnish Grantee a substitute Easement or permission covering any such new locations within Grantor's Property.

- C. Grantor herein expressly reserves unto itself, any and all interest in and to Grantor's Property except for the rights and privileges to the Easement as set forth herein. Nothing herein shall prevent Grantor from transferring or encumbering any interest in Grantor's Property or any portion thereof. **GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO GRANTOR'S PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EASEMENT IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING GRANTOR'S PROPERTY, INCLUDING WITHOUT LIMITATION, THE VALUE, ENVIRONMENTAL AND PHYSICAL CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF GRANTOR'S PROPERTY AND THAT THE GRANTEE HAS RELIED EXCLUSIVELY ON ITS OWN INSPECTION AND INVESTIGATION OF GRANTOR'S PROPERTY IN DECIDING TO ACQUIRE THE RIGHTS GRANTED HEREUNDER.**

- D. **GRANTEE HEREIN ACKNOWLEDGES THAT WITHIN GRANTOR'S PROPERTY, GRANTOR'S RIGHTS ARE DOMINANT AND PREVAILING OVER GRANTEE'S RIGHTS IN ALL CASES.**

VI. ENVIRONMENTAL:

- A. Should Grantee, its contractors and subcontractors, allow or cause to occur at any time, a spill, leak or discharge ("Discharge"), upon Grantor's Property, of any substance, which any law or regulation requires reporting to a governmental agency, then Grantee shall have an affirmative obligation to report said Discharge to the Surveying & Right of Way Division of Grantor within three (3) days of the discovery of such Discharge, in the manner provided in **Section VIII. Notices.** A penalty of Ten Thousand Dollars (\$10,000.00) shall be assessed against Grantee for each and every failure to notify Grantor of said Discharge. In the event Grantee fails to pay Grantor said penalty within thirty (30) days after receipt of invoice, then Grantor may, at its sole discretion, terminate this Easement upon written notice to Grantee, without further liability to Grantor and may exercise any and all rights available to Grantor at law and/or equity.

- B. Grantee shall be solely responsible for all costs and expenses to install and forever maintain Grantee's Facilities including, but not limited to, obtaining any and all required environmental studies, clean up of any spills and discharges of any products or substances and permits, and pay any and all payments, including but not limited to governmental fees, assessments, taxes, permits, and all other licenses, fees or permits. It is the responsibility of the Grantee to conduct any necessary studies that may be required by state or federal regulations for the protection of cultural resources, archeological sites and threatened and endangered plants and animals. Prior to construction, Grantee shall identify any of the following encountered along the proposed project route as specified in SPECIFICATIONS: Item 11.0 (a) known or potential archeological or historical site(s), and (b) known locations or habitats of endangered and threatened species. All costs for initial studies, additional investigations and mitigative measures shall be the sole obligation of the Grantee.

VII. FIBER OPTICS:

In the event Grantor's Fiber Optic Cable System is within the area of work, the following conditions must be adhered to as a minimum:

- A. Maintain a minimum of 2'-0" vertical separation between Grantor's fiber optic cable conduits and Grantee's facilities.
- B. Maintain a minimum of 5'-0" horizontal separation from the outer most limits of Grantee's facilities to Grantor's fiber optic cable conduits.
- C. Grantee's contractor shall maintain a minimum of 4 to 5 feet horizontal separation from, and use extreme caution when near, Grantor's fiber optic pullholes and cable marker signs in conjunction with the underground fiber optic cable route and develop construction vehicle traffic routes within Grantor's Property that will not be in conflict with such devices.
- D. Grantor's fiber optic cable conduits shall be supported during all open trench construction activity.
- E. A damage prevention specialist will be required during any construction across or along Grantor's underground fiber optic cable and Grantee will be billed on a cost plus basis of \$73.95 plus a 15% administrative fee per hour or the then current standard rate.
- F. Notification shall be given to Grantor's Surveying & Right of Way Division and to the office of the Grantor's General Counsel, at least forty-eight (48) hours prior to any construction activity in the vicinity of Grantor's underground optic cable.

VIII. NOTICES:

- A. Grantee shall give proper notice to Grantor as required in SPECIFICATIONS: Item No. 3.0.g and to all other parties which have interests within Grantor's Property. (Please refer to PNO# 139170333).
- B. The rights granted through this Easement affect only Grantor's interest in Grantor's Property. Grantee shall be solely responsible for notifying and securing permission and approval from all parties having property rights or an interest on, under or above the subject Grantor's Property ("Interested Parties"). The construction requirements of the Interested Parties shall be observed however, Grantor's SPECIFICATIONS shall be adhered to as a minimum. **GRANTEE, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES SHALL INDEMNIFY GRANTOR FROM ALL CLAIMS, CAUSES OF ACTION OR DAMAGES WHICH ARISE FROM GRANTEE'S FAILURE TO SECURE THE APPROVAL OF ALL PARTIES WITH AN INTEREST IN THE SUBJECT GRANTOR'S PROPERTY.**

The following addresses should be used for contact and notification purposes:

GRANTOR'S ADDRESS:

CenterPoint Energy
P. O. Box 1700
Houston, TX 77251-1700
ATTN: Surveying & Right of Way Division

GRANTEE'S ADDRESS:

Lamar Consolidated Independent
School District 3911 Ave. I
Rosenberg TX. 77471
ATTN: Kevin McKeever
Administrator of Operations

IX. ADDITIONAL TERMS, CONDITIONS AND OBLIGATIONS:

- A. Grantee shall, at Grantee's sole cost and expense, promptly resolve any liens, complaints or litigation which pertains to Grantee's installation of Grantee's Facilities upon Grantor's Property from any and all parties including, but not limited to, area homeowners, businesses, apartments, and licensees to Grantor's satisfaction. Grantee shall also pay all reasonable attorneys' fees incurred by Grantor in regards to any such litigation.
- B. Grantee shall reimburse Grantor for the actual costs incurred as a direct result of on-site supervision for inspection purposes or conflict resolution by Grantor's employees or contract representatives.
- C. Grantee has one year from the execution date of this Easement to commence construction of Grantee's Facilities within Grantor's Property. If construction has not started within this time period, this Easement shall automatically become null and void and terminate. Grantee shall provide Grantor a recordable written release of easement document within sixty (60) days of said termination date. Any and all consideration paid for this Easement is not refundable.

- D. Grantee must take immediate action to cure all health and safety issues and environmental issues. Further, if Grantee, its contractors and subcontractors, shall at any time fail or refuse to comply with or carry out any of the provisions herein contained, Grantor shall notify Grantee of such infraction in the manner provided in **Section VIII. Notices**. In the event such failure or refusal shall continue for a period of ninety (90) days after receipt of said demand to comply, Grantor may terminate this Easement upon written notice to Grantee. If Grantor terminates this Easement, then Grantee shall, at Grantee's sole cost and expense, cease all operations, remove Grantee's Facilities, and restore Grantor's Property to the condition which existed prior to Grantee's construction activities. Should Grantee fail to remove its Facilities and restore Grantor's Property within ninety (90) days after termination of the Easement, Grantor may proceed with such work. Grantee shall promptly reimburse Grantor the cost thereof, within thirty (30) days after receipt of billing. Upon removal of Grantee's Facilities, Grantee shall provide Grantor a recordable written release of easement document within sixty (60) days of said removal.
- E. In the event that Grantee shall ever abandon or make idle Grantee's Facilities within this Easement Area, or any portion thereof, for twelve (12) continuous months, this Easement or that abandoned portion of the Easement, shall automatically terminate and all rights hereunder shall thereupon revert to Grantor. Further Grantee shall, at its sole cost and expense, remove Grantee's Facilities from Grantor's Property, restoring such premises to the condition existing prior to Grantee's work and provide Grantor a recordable written release of easement within sixty (60) days of said removal. In the event Grantee fails to remove its Facilities and restore Grantor's Property within ninety (90) days after termination of the Easement, Grantor may proceed with such work and Grantee shall reimburse Grantor the cost thereof, within thirty (30) days after receipt of billing thereof.
- F. This conveyance is expressly made subject to restrictions, covenants, conditions, limitations, easements and mineral reservations, if any, now in force and existing of record in the office of the County Clerk of the county or counties named herein, to which reference is hereby made for all purposes, and to those easements which, though not of record, are evidenced on the ground.
- G. Grantee agrees to reimburse Grantor for its actual costs incurred (including overtime as applicable), plus an additional 15%, for Grantor's assignment of a sufficient number of on-site inspectors necessary, in Grantor's sole judgment, for the inspection by Grantor of Grantee's personnel and/or its contract personnel involved in the construction, installation, and/or repair of Grantee's Facilities at any given time. At Grantor's discretion, a minimum of one full time inspector may be on site during all construction activities. Grantor shall invoice Grantee for said inspections on a monthly basis and Grantee shall pay Grantor within thirty (30) days from the date of invoice in the manner provided in Section VIII. Notices.

X. LICENSE:

In addition to the Easement granted hereunder, Grantor hereby grants to Grantee a transferable and revocable license to use for reasonable work space where operating room allows / exists, subject to said SPECIFICATIONS, immediately surrounding the Easement Area for a distance of fifteen (15) feet either side on the centerline (the "License Area"), solely for the purposes related to the construction, maintenance, access and use of Grantee's Facilities in the Easement Area as set forth in this Easement. Nothing in this license gives Grantee the right to conduct any environmental testing, including remediation without prior written approval by Grantor. The license granted hereunder may be terminated upon written notice from Grantor to Grantee at any time after Grantee substantially completes the construction and or maintenance of Grantee's Facilities. Upon termination of the license, Grantee shall promptly vacate the License Area and shall remove any and all personal property of Grantee located thereon.

XI. INDEMNIFICATIONS:

THE INDEMNITIES BELOW SHALL SURVIVE ANY TERMINATION OR ABANDONMENT OF THIS EASEMENT.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF GRANTEE'S FACILITIES ON GRANTOR'S PROPERTY WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF GRANTEE, IT'S AGENTS OR EMPLOYEES. THIS INDEMNITY SHALL BE APPLICABLE WHERE THE INJURY OR DAMAGE IS CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING BUT NOT THE SOLE NEGLIGENCE OF GRANTOR, ITS AGENTS OR EMPLOYEES.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO REAL OR PERSONAL PROPERTY OR NATURAL RESOURCES, PERSONAL INJURY OR DEATH CLAIMS, AND PUBLIC OR PRIVATE CLAIMS OR DEMANDS FOR DIRECT PAYMENT OR REIMBURSEMENT OF INVESTIGATION, REMEDIATION AND GOVERNMENT OVERSIGHT COSTS, ARISING OUT OF, RELATED TO OR IN ANY WAY

CONNECTED WITH THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS ON, UNDER OR ABOVE GRANTOR'S PROPERTY AND/OR RIGHTS OF WAY DURING OR FOLLOWING THE WORK WHERE SUCH HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS MIGRATE OR ARE OTHERWISE TRANSPORTED OR RELEASED FROM GRANTEE'S OR ITS AGENT'S OR CONTRACTOR'S EQUIPMENT, FACILITIES, OR ACTIVITIES WITHIN GRANTOR'S PROPERTY.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH, ANY LOSS BY GRANTOR OF ANY INTEREST (WHETHER FEE OR ANY OTHER INTEREST) OF GRANTOR'S PROPERTY (EXCEPT AND TO THE EXTENT SPECIFICALLY GRANTED TO GRANTEE HEREIN), INCLUDING WITHOUT LIMITATION, THE EASEMENT AREA AND THE LICENSE AREA AS A RESULT OF OR IN CONNECTION WITH GRANTEE'S USE AND/OR OCCUPANCY OF THE EASEMENT AREA, THE LICENSE AREA OR ANY OTHER PORTION OF GRANTOR'S PROPERTY.

If this Easement is not executed, notarized and returned within thirty (30) days of September 15, 2017, this document and the offer to grant the Easement shall become null and void.

IN WITNESS WHEREOF, these presents have been executed by Grantor and granted this the _____ day of _____, 2017.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: _____

Mark L. Kouwe, Manager Surveying & Right of Way Division
Agent & Attorney-in-Fact

ACCEPTED AND AGREED to this _____ day of _____, 2017.

Lamar Consolidated Independent School District

BY: _____

James Steenbergen

Board President

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on _____, 2017, by Mark L. Kouwe, Manager Surveying & Right of Way Division, as Agent & Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, on behalf of said company.

Notary's Signature

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on _____, 2017, by James Steenbergen, Board President of Lamar Consolidated Independent School District, acknowledging he has full authority to execute the foregoing document and that he executed the same for the purposes and consideration therein expressed on the behalf of said company.

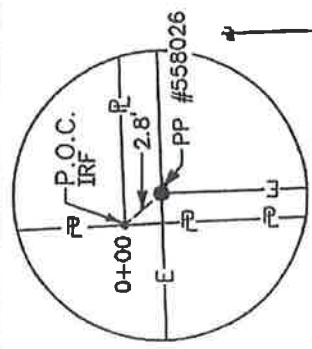
Notary's Signature

AFTER RECORDING RETURN TO:

**SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY
P.O. BOX 1700
HOUSTON, TX 77251-1700**

J.W. MOORE 1/4 LEAGUE, ABSTRACT 61
FORT BEND COUNTY, TEXAS

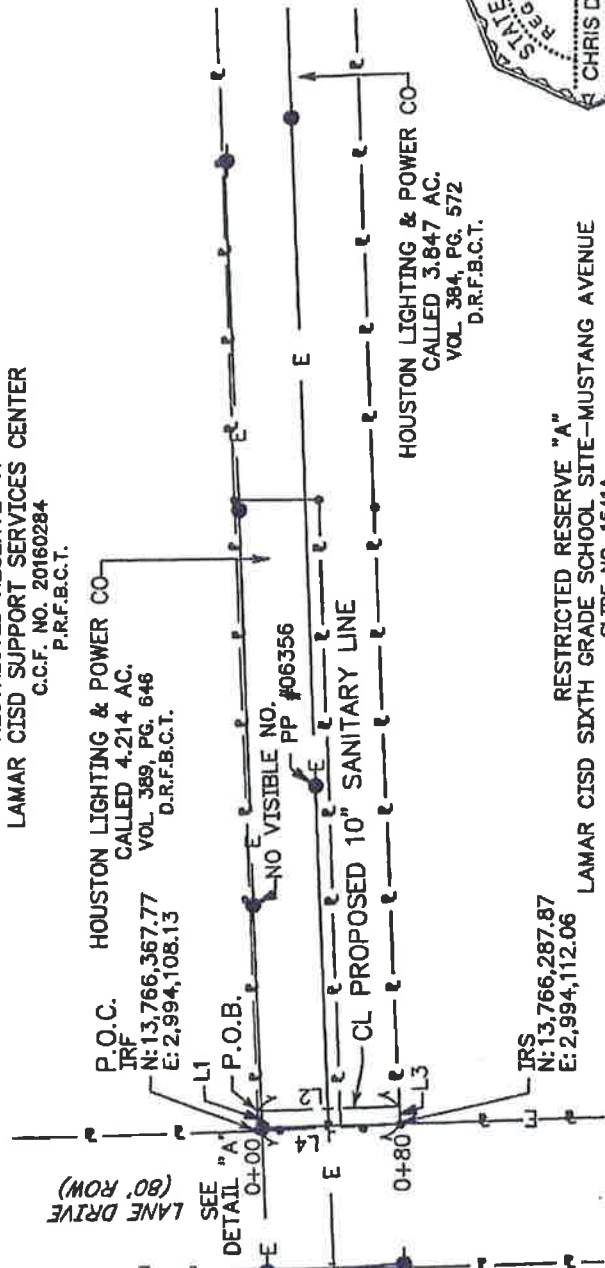
EXHIBIT "A"



DETAIL "A"
SCALE 1"=10'

RESTRICTED RESERVE "A"
LAMAR CISD SUPPORT SERVICES CENTER
C.C.F. NO. 20160284
P.R.F.B.C.T.

HOUSTON LIGHTING & POWER CO
CALLED 4.214 AC.
VOL. 389, PG. 646
D.R.F.B.C.T.



RESTRICTED RESERVE "A"
LAMAR CISD SIXTH GRADE SCHOOL SITE--MUSTANG AVENUE
SLIDE NO. 1541A
P.R.F.B.C.T.

IRS
N: 13,766,287.87
E: 2,994,112.06

HOUSTON LIGHTING & POWER CO
CALLED 3.847 AC.
VOL. 384, PG. 572
D.R.F.B.C.T.

LEGEND

These standard symbols will be found in the drawing.

- - POWER POLE
- E- - OVERHEAD UTILITY LINE
- IRF - FND 5/8" IR W/CAP "JONES|CARTER"
- IRS - SET 5/8" IR W/CAP "JONES|CARTER"

SCALE: 1" = 100'

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

LINE	BEARING	DISTANCE
L1	N 87°46'34" E	11.38'
L2	S 01°50'06" E	80.00'
L3	S 87°46'34" W	10.01'
L4	N 02°48'54" W	80.00'

GENERAL NOTES:

1. Bearings & coordinates shown hereon are based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations. To convert the coordinates to surface coordinates, apply a combined scale factor of 0.99987071.

TOTAL RODS: 4.85

J|C JONES|CARTER

CHARLIE KALKOMEY SURVEYING DIVISION
Texas Board of Professional Land Surveying Registration No. 10046104
6415 Reading Road • Rosenberg, Texas 77471 • 281.342.2033

REV 1: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 7-10-17	
COUNTY: FORT BEND	DRAWN BY: P.E.D./B.A.H.	
DATE: JULY 10, 2017	MAP NO. 505 K	
SCALE: 1" = 100'	JOB NO.: R8000-0594-01	
DRAWING NO. - 11023	CHECKED BY: C.D.K.	

REV 2: JOB NO.	BY:	DATE:

EXHIBIT "B"

SPECIFICATION

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700, HOUSTON, TEXAS 77251-1500**

A. CONSTRUCTION

Reference Drawings:

CenterPoint Energy Transmission Standards Manual

Drawing No.: 006-203-01

006-203-02

006-203-04

006-203-07

GC3GATE

Hike and Bike Trail Specification

Reference Specifications:

- **CenterPoint Energy #007-229-06**
- **Texas Health & Safety Code – Chapter 752**
- **Federal Regulations, Title 29, CFR 1926.651, CFR 1910.333 ASTM C76**
- **Texas Highway Department Standard Specifications for Construction of Highways, Streets and Bridges: Item 162,Item 164,Item 166**
- **American Association of State Highway and Transportation Officials (AASHTO) 17TH Edition-2002**

B. SPECIAL AND TECHNICAL CONDITIONS, FLEXIBLE BASE ROAD AND YARD PAVING

REFERENCE SPECIFICATIONS:

Texas Highway Department (THD) Item 260

a/k/a Texas Department of Transportation (TxDOT)

1972 Standards for Construction Item 264

Of Highways, Streets and Bridges Item 270

Texas Highway Department	Tex-101E-1966	ASTM C14-75
Test Methods	Tex-104E-1968	ASTM C76-75
	Tex 106E-1962	ASTM C506-75
	Tex 110 E 1968	ASTM C150-76
	Tex 114E-1965	ASTM D2487-69
	Tex 115E 1962	AWPA C1-73
	Tex-116E 1962	AWPA C2-73
		AWPA A5-76
		AWPA P8-64
		AWPA P9-73

NO.	DATE	REVISION SECTION(S) AFFECTED	BY	CH	APP
1	07/03/86	Created	RDT	RNM	REB
2	05/05/03	Revised all sections	LRS	LRS	MJP
3	02/18/08	Revised all – Split Sec. 9	LRS	LRS	MJP
4	10/20/09	Revised Sect. 4	LRS	LRS	MJP
5	01/19/12	Revised Gate & Access Widths	LRS	LRS	MJP
6	02/10/14	Overall Revision	MDL	LRS	JHD

SPECIFICATION			
SHEET	1	of	35 SHEETS
SPEC ID	007	231	79

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SPECIFICATION			
SHEET 2 of 35 SHEETS			
SPEC ID	007	231	79

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF AUGUST 31, 2017)**

- Exhibit "A" gives the LCISD collections made during the month of August 31, 2017.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through August 31, 2017, LCISD had collected 99.1 % of the 2016-17 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2016-2017.
- 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
August 2017

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
16	\$ 221,552.98	\$ 39,509.41	\$ 49,995.05	\$ 311,057.44	\$ 165,768.24	\$ 79,556.35	\$ 55,784.74	\$ 9,948.11
15	\$ 11,484.80	\$ 4,040.68	\$ 3,162.70	\$ 18,688.18	\$ 8,593.02	\$ 6,185.99	\$ 2,891.78	\$ 1,017.39
14	\$ 7,579.30	\$ 2,977.26	\$ 1,398.46	\$ 11,955.02	\$ 5,670.92	\$ 3,626.07	\$ 1,908.38	\$ 749.65
13	\$ 1,202.86	\$ 539.77	\$ (0.19)	\$ 1,742.44	\$ 899.99	\$ 403.67	\$ 302.87	\$ 135.91
12	\$ (960.45)	\$ (1,004.59)	\$ (756.47)	\$ (2,721.51)	\$ (718.61)	\$ (1,508.12)	\$ (241.84)	\$ (252.94)
11	\$ (1,493.15)	\$ (1,212.81)	\$ (681.58)	\$ (3,387.54)	\$ (1,095.70)	\$ (1,571.56)	\$ (397.45)	\$ (322.83)
10	\$ (2,257.16)	\$ (1,735.51)	\$ (873.33)	\$ (4,866.00)	\$ (1,687.32)	\$ (2,170.68)	\$ (569.84)	\$ (438.16)
09	\$ (6,750.47)	\$ (5,798.35)	\$ (2,584.57)	\$ (15,133.39)	\$ (5,305.01)	\$ (7,141.12)	\$ (1,445.46)	\$ (1,241.80)
08	\$ 376.40	\$ 376.98	\$ 75.43	\$ 828.81	\$ 297.27	\$ 373.36	\$ 79.13	\$ 79.05
07	\$ 579.85	\$ 644.72	\$ 170.12	\$ 1,394.69	\$ 448.22	\$ 668.71	\$ 131.63	\$ 146.13
06	\$ 534.84	\$ 657.40	\$ 140.59	\$ 1,332.83	\$ 459.65	\$ 705.56	\$ 75.19	\$ 92.43
05	\$ 908.22	\$ 1,221.91	\$ 328.16	\$ 2,458.29	\$ 802.50	\$ 1,407.85	\$ 105.72	\$ 142.22
04	\$ 912.63	\$ 1,337.33	\$ 352.12	\$ 2,602.08	\$ 806.40	\$ 1,533.79	\$ 106.23	\$ 155.66
03	\$ 932.45	\$ 1,478.17	\$ 288.19	\$ 2,698.81	\$ 840.30	\$ 1,620.27	\$ 92.15	\$ 146.09
02	\$ 926.62	\$ 1,574.01	\$ 307.76	\$ 2,808.39	\$ 835.04	\$ 1,726.21	\$ 91.58	\$ 155.56
01	\$ (335.04)	\$ (629.23)	\$ (153.34)	\$ (1,117.61)	\$ (301.93)	\$ (720.39)	\$ (33.11)	\$ (62.18)
00	\$ (326.60)	\$ (625.64)	\$ (142.85)	\$ (1,095.09)	\$ (290.74)	\$ (699.81)	\$ (35.86)	\$ (68.68)
99	\$ (360.01)	\$ (741.62)	\$ (165.24)	\$ (1,266.87)	\$ (325.31)	\$ (835.38)	\$ (34.70)	\$ (71.48)
98	\$ (351.87)	\$ (767.07)	\$ (167.85)	\$ (1,286.79)	\$ (325.31)	\$ (877.02)	\$ (26.56)	\$ (57.90)
97	\$ (351.87)	\$ (809.30)	\$ (174.17)	\$ (1,335.34)	\$ (325.31)	\$ (922.39)	\$ (26.56)	\$ (61.08)
96 & prior	\$ (32.92)	\$ (79.67)	\$ (16.89)	\$ (129.48)	\$ (29.89)	\$ (89.22)	\$ (3.03)	\$ (7.34)
Totals	\$ 233,771.41	\$ 40,953.85	\$ 50,502.10	\$ 325,227.36	\$ 175,016.42	\$ 81,272.14	\$ 58,754.99	\$ 10,183.81

**Lamar Consolidated ISD
Tax Collections
September 1, 2016-August 31, 2017
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 6/30/2017
16	\$ 190,749,742.17	\$ 6,618,386.17	\$ 197,368,128.34	\$ 195,553,464.49	\$ 797,733.22	\$ 210,416.82	\$ 196,561,614.53	\$ 1,814,663.85
15	\$ 1,461,782.15	\$ (149,322.92)	\$ 1,312,459.23	\$ 745,584.62	\$ 194,386.49	\$ 197,092.63	\$ 1,137,063.74	\$ 566,874.61
14	\$ 542,294.32	\$ 102,657.42	\$ 644,951.74	\$ 305,374.10	\$ 56,392.34	\$ 40,537.06	\$ 402,303.50	\$ 339,577.64
13	\$ 376,208.38	\$ 113,340.92	\$ 489,549.30	\$ 211,870.14	\$ 25,771.80	\$ 14,942.50	\$ 252,584.44	\$ 277,679.16
12	\$ 351,985.57	\$ 138,804.59	\$ 490,790.16	\$ 225,311.14	\$ 21,616.03	\$ 11,578.92	\$ 258,506.09	\$ 265,479.02
11	\$ 306,018.43	\$ 123,817.29	\$ 429,835.72	\$ 205,645.46	\$ 16,287.53	\$ 7,021.65	\$ 228,954.64	\$ 224,190.26
10	\$ 239,335.19	\$ 18,807.02	\$ 258,142.21	\$ 77,028.66	\$ 13,426.83	\$ 4,098.50	\$ 94,553.99	\$ 181,113.55
09	\$ 180,590.36	\$ (1,388.89)	\$ 179,201.47	\$ 19,857.75	\$ 14,261.12	\$ 3,702.80	\$ 37,821.67	\$ 159,343.72
08	\$ 166,608.20	\$ (218.20)	\$ 166,390.00	\$ 13,202.53	\$ 10,476.50	\$ 2,847.65	\$ 26,526.68	\$ 153,187.47
07	\$ 184,194.57	\$ (229.38)	\$ 183,965.19	\$ 9,421.57	\$ 8,818.43	\$ 2,282.48	\$ 20,522.48	\$ 174,543.62
06	\$ 100,034.63	\$ (702.72)	\$ 99,331.91	\$ 14,775.21	\$ 14,950.59	\$ 3,297.93	\$ 33,023.73	\$ 84,556.70
05	\$ 136,302.28	\$ (676.63)	\$ 135,625.65	\$ 5,313.50	\$ 6,264.04	\$ 1,866.25	\$ 13,443.79	\$ 130,312.15
04	\$ 59,637.69	\$ (562.21)	\$ 59,075.48	\$ 6,938.75	\$ 9,762.31	\$ 2,933.23	\$ 19,634.29	\$ 52,136.73
03	\$ 45,396.95	\$ (231.33)	\$ 45,165.62	\$ 5,907.32	\$ 8,765.30	\$ 1,876.92	\$ 16,549.54	\$ 39,258.30
02	\$ 30,765.07	\$ (201.65)	\$ 30,563.42	\$ 4,677.04	\$ 7,207.89	\$ 1,379.46	\$ 13,264.39	\$ 25,886.38
01	\$ 28,187.49	\$ (431.03)	\$ 27,756.46	\$ 3,454.66	\$ 5,421.93	\$ 1,005.69	\$ 9,882.28	\$ 24,301.80
00	\$ 24,848.63	\$ (432.58)	\$ 24,416.05	\$ 3,363.35	\$ 5,753.35	\$ 1,052.05	\$ 10,168.75	\$ 21,052.70
99	\$ 25,968.92	\$ (217.09)	\$ 25,751.83	\$ 3,827.58	\$ 7,183.79	\$ 1,346.07	\$ 12,357.44	\$ 21,924.25
98	\$ 17,522.54	\$ (204.96)	\$ 17,317.58	\$ 3,535.90	\$ 6,949.69	\$ 1,252.78	\$ 11,738.37	\$ 13,781.68
97	\$ 15,955.33	\$ (200.19)	\$ 15,755.14	\$ 3,640.52	\$ 7,563.21	\$ 1,344.64	\$ 12,548.37	\$ 12,114.62
96	\$ 8,752.54	\$ (316.46)	\$ 8,436.08	\$ 3,291.46	\$ 6,913.08	\$ 1,092.45	\$ 11,296.99	\$ 5,144.62
95	\$ 4,709.94	\$ (2,838.25)	\$ 1,871.69	\$ 1,074.49	\$ 2,806.52	\$ 582.16	\$ 4,463.17	\$ 797.20
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ 1,825.47	\$ 5,810.06	\$ 1,115.35	\$ 8,750.88	\$ 16,774.67
Totals	\$195,075,459.49	\$6,957,620.92	\$202,033,080.41	\$197,428,385.71	\$1,254,522.05	\$514,665.99	\$199,197,573.75	\$4,604,694.70

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

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
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	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 TAX COLLECTIONS
AS OF AUGUST 31, 2017**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 8/31/2017	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$195,553,465	102.49%
2015 & Prior	2015-16 & Prior	\$2,150,000	1,874,921	87.21%
TOTAL		\$192,957,570	\$197,428,386	102.32%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF AUGUST 31, 2017**

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
COLLECTION YEAR						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 745,585	
Adj. To Roll	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 165,920	\$ (149,323)	
3 Collections	\$ 286,833	\$ 315,459	\$ 333,212	\$ 305,374		
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (49,699)	\$ 102,657		
4 Collections	\$ 308,264	\$ 252,058	\$ 211,870			
Adj. To Roll	\$ 518,252	\$ (88,980)	\$ 113,341			
5 Collections	\$ 232,737	\$ 225,311				
Adj. To Roll	\$ (92,801)	\$ 138,805				
6 Collections	\$ 205,645					
Adj. To Roll	\$ 123,817					
TOTAL:						
COLLECTIONS	\$ 138,066,949	\$ 142,093,404	\$ 149,505,170	\$ 161,727,508	\$ 178,774,142	\$ 195,553,464
ADJUSTED TAX ROLL	\$ 138,291,138	\$ 142,358,883	\$ 149,782,850	\$ 162,067,085	\$ 179,341,017	\$ 197,368,128
BALANCE TO BE COLLECTED	\$ 224,190	\$ 265,479	\$ 277,679	\$ 339,578	\$ 566,875	\$ 1,814,664
ADJ. TAXABLE VALUE	\$ 9,948,644,890	\$ 10,241,277,869	\$ 10,775,356,966	\$ 11,659,083,137	\$ 12,901,767,350	\$ 14,198,635,181
TOTAL % COLLECTIONS AS OF AUGUST 31, 2017	99.8%	99.8%	99.8%	99.8%	99.7%	99.1%
TAX RATE	1.39005	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.

ACI (Carter ES)	Application # 1	\$	16,500.00
Charlie Kalkomey (Carter ES)	Application # 1	\$	9,000.00
Drymalla Construction (Lindsey Elementary)	Application # 15	\$	86,531.70
Facilities Sources (Pink ES)	Application # 2	\$	235,993.46
KCI Technologies (Foster HS Water Well)	Application # 1A-2	\$	19,972.67
KCI Technologies (Foster HS Water Well – Reimbursables)	Application # 1B-2	\$	3,459.92
KCI Technologies (Site Lighting)	Application # 3	\$	1,680.00
KCI Technologies (Site Lighting – Reimbursables)	Application # 1	\$	25.33
Millis Construction (Terry HS Baseball Complex)	Application # 1	\$	129,216.25
PBK Architects (Bentley ES)	Application # 18	\$	2,781.21
PBK Architects (Lindsey ES)	Application # 20	\$	4,342.95
PBK Architects (Pink ES)	Application # 2	\$	4,969.77
PBK Architects (Terry HS Baseball Complex)	Application # 6	\$	1,920.00

Terracon (Carter ES)	Application # 2	\$	11,011.50
Terracon (Terry HS Baseball)	Application # 2	\$	8,054.50
Traffic Engineers (Carter ES)	Application # 2	\$	2,000.00
Traffic Engineers (Huggins ES)	Application # 2	\$	1,000.00
Traffic Engineers (Support Service Center)	Application # 2	\$	1,000.00
VLK Architects (Huggins ES)	Application # 4	\$	1,621.24
VLK Architects (Huggins ES – Reimbursables)	Application # 2	\$	500.00
VLK Architects (Lamar CHS Band Hall – Reimbursables)	Application # 5	\$	325.21
VLK Architects (Terry HS Band Hall – Reimbursables)	Application # 6	\$	325.20
Vanir, Rice & Gardner (2014 Bond Program)	Application # 26	\$	271,832.00
Winning Way Services (Ag Barn #2)	Application # 1	\$	575.00
Winning Way Services (Foster HS pool)	Application # 1	\$	6,675.00
Winning Way Services (George Ranch HS pool)	Application # 1	\$	6,675.00

Resource person: Kevin McKeever, Administrator for Operations

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,690,822.60	319,232.40	20,998,373.59	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,865,102.65	1,905,758.35	19,857,352.08	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	22,650,640.50	2,308,763.50	3,282,907.06	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	132,530.00	857,470.00	112,080.00	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	640,684.00	59,316.00	87,188.12	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,055,794.57	205.43	900,034.19	1,056,000.00
Natorium - Foster High School	8,855,872.00	1,003,050.00	7,852,822.00	713,997.00	8,855,872.00
Natorium - Fulshear High School	8,855,872.00	819,455.00	8,036,417.00	616,455.50	8,855,872.00
Natorium - George Ranch High School	8,855,872.00	826,905.00	8,028,967.00	403,062.50	8,855,872.00
Support Services Center	12,146,000.00	11,268,600.00	877,400.00	953,047.00	953,047.00
THS Band Hall	700,000.00	657,835.00	42,165.00	83,541.64	700,000.00
*THS Baseball	2,400,000.00	2,301,628.00	98,372.00	239,017.12	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	85,481,897.32	30,914,038.68	48,370,805.80	105,202,983.00
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,026,685.00	23,932,719.00	313,681.00	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	313,681.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,429,920.00	20,912,573.00	234,382.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	268,540.00	3,580,537.00	22,378.35	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	3,916,530.00	77,228,568.00	884,122.35	81,145,098.00
Grand Total	197,541,034.00	89,398,427.32	108,142,606.68	49,254,928.15	186,348,081.00

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	40,200.00	759,800.00	21,105.00	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	980,042.00	1,200,000.00
Site Lighting	1,600,000.00	91,700.00	1,508,300.00	63,025.33	1,600,000.00
Grand Total	4,300,000.00	1,822,422.48	2,477,577.52	1,712,350.88	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects, and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

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

Accomplishments This Month:

- Finalized the activation of the traffic signal at Bentley Elementary before school started.
- Began installing concrete planks at new Carter Elementary School.
- Work began to clear the site for the new Maintenance & Operations Facility.
- Completed the construction of the building pads for dugouts and concessions at the Terry High School Baseball/Softball complex.

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

- Contractor has installed new culverts and pedestrian crossing on FM 359.
- Traffic signal has been turned on and is operational.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



OVERVIEW

- The punch list is being completed.
- Closeout documents are being reviewed.
- Furniture and equipment are in place for the first day of school.



DON CARTER ELEMENTARY SCHOOL



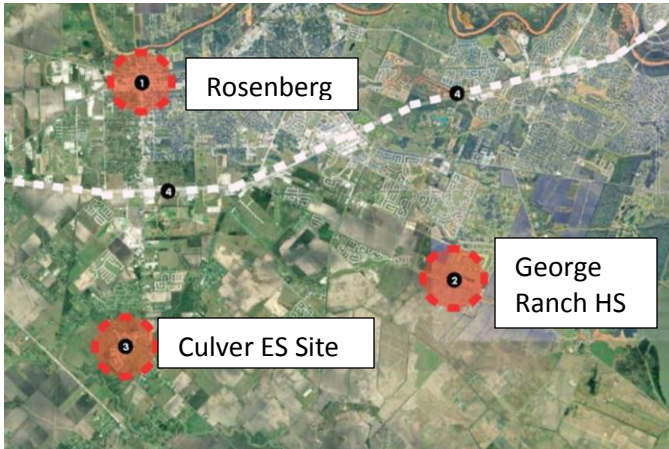
SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

OVERVIEW

- Construction is 12% complete.
- Concrete piers are 100% complete.
- Grade beams are 75% complete.
- Concrete planks are 50% complete.
- Underground utility work is progressing.

THOMAS R. CULVER ELEMENTARY SCHOOL



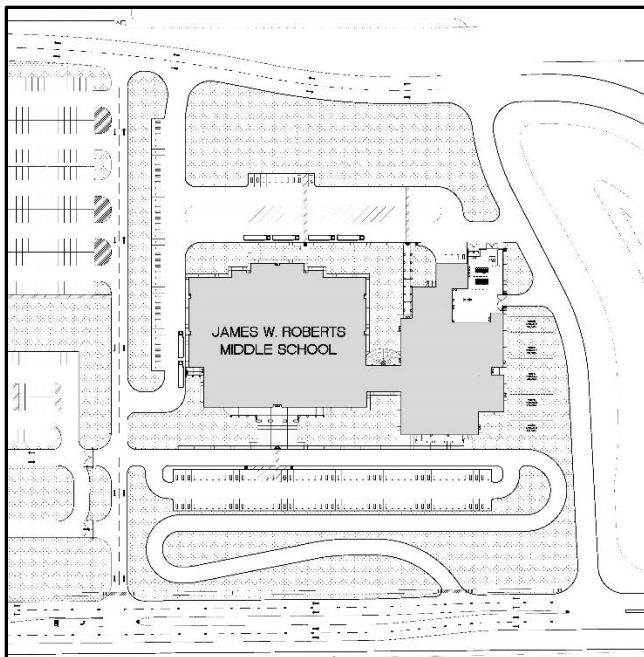
SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW

- Preliminary Design is being reviewed.
- Site is in the Briarwood Crossings subdivision in the Village of Pleak.

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW

- Preliminary Design is being reviewed.
- Site is on the south side of the Fulshear High School campus.

SUPPORT SERVICES FACILITY



SCHEDULE MILESTONES

Maintenance & Operations Building

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: February 2018

Support Services Facility

- Construction Start: March 2018
- Construction Completion: September 2018

OVERVIEW

Maintenance & Operations Building

- The clearing of the new Maintenance & Operations Building site has begun.
- Site grading, building pad preparation and excavation of the detention pond are underway.

BAND HALL ADDITIONS



Lamar Consolidated High School



Terry High School

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- Lamar CHS Building pad is under construction.
- Terry HS water line has been relocated away from the building addition.
- Foundation layout has begun at both sites.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Substantial Completion: January 2018



OVERVIEW

- Underground utilities are being installed.
- Building pads for dugouts, bleachers and concession building are complete.

NATATORIUMS

Foster High School | Fulshear High School | George Ranch High School



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018

OVERVIEW

- Earthwork and drilling piers have begun at George Ranch HS.
- Earthwork has begun at Fulshear HS.
- Construction fencing has been installed at Foster HS.

PINK ELEMENTARY SCHOOL REPAIRS



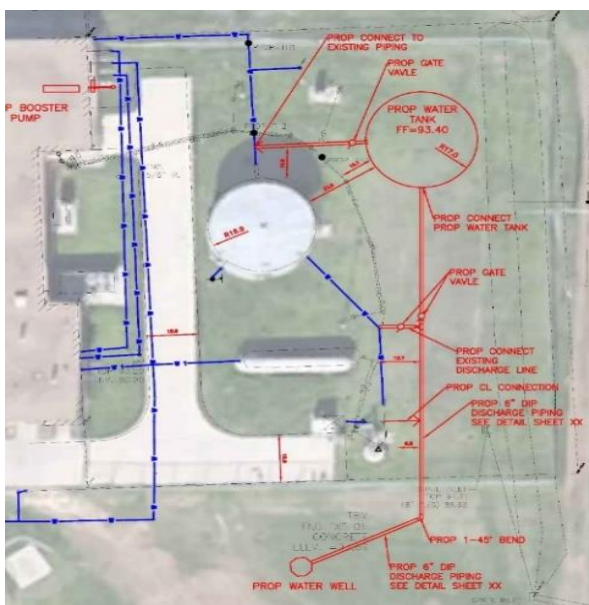
SCHEDULE MILESTONES

- Current Phase: Close Out
- Construction Start: June 2017
- Construction Completion: August 2017

OVERVIEW

- Ceiling adjustment is complete.
- New vinyl wall covering has been installed throughout the building.
- Painting is complete.
- Terrazzo floor repair is complete.
- New marker boards have been installed.
- Project is currently being closed out.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW

- State TECQ Permit has been approved.
- Finalizing Construction Documents and preparing to advertise for contractor pricing.

HVAC WEB-BASED CONTROLS



OVERVIEW

- Additional data drops are being installed to communicate with the new controls.
- Currently replacing controls at Foster High School before school starts.
- Foster HS Field House, Central Plant, and Briscoe Junior High School will begin next.

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: July 18, 2017
- Construction Completion: January 19, 2018

CHILLER REPLACEMENT



SCHEDULE MILESTONES

- Current Phase: Close out
- Construction Start: March 2017
- Construction Completion: September 2017

OVERVIEW

- Close out documents are being prepared.
- Punch list has been completed.

ACCESS CONTROLS



OVERVIEW

- Building plans have been completed to identify the doors to receive card access.
- Construction Documents are being finalized in preparation for procurement.

SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

SITE LIGHTING



OVERVIEW

- Parking lot lighting and exterior building wall lights will be replaced at 46 schools and support sites.
- Siemens Industry, Inc. has been selected as the contractor.
- Currently preparing for contractor mobilization

SCHEDULE MILESTONES

- Current Phase: Bid Award
- Construction Start: 3rd Quarter 2017
- Construction Completion: 2nd Quarter 2018

SATELLITE AG BARN #3

SCHEDULE MILESTONES

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

OVERVIEW

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - Elementary #28
 - Fulshear HS Shell Space Build-Out

COMPLETED PROJECTS

Foster High School Baseball Scoreboard

Completed March 2016

Huggins Elementary School New Parent Drive

Completed May 2017

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. The punch list items that remain are being addressed.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. The chillers have been installed and punch list is near completion.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has been awarded this project and contracts have been completed. Notice to proceed has been issued.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Final payment was approved at the May Board Meeting.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has completed final documents for RF Quotes.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner Notice to proceed as been sent and the project is under construction. Underground utilities and plumbing is underway. Foundations continue.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

The Department will start the new school year on September 11th with:

- 15 New Drivers
- 9 New Aides

Some of the new aides are actually drivers in training waiting on their CDL testing who will be driving small van routes transporting displaced students or sped students that could not be accommodated on existing sped bus routes.

David McMillian was hired as Fleet Services Manager and started in Lamar CISD on August 14th.

Hiring Incentive Paid:	Employee	Referrer
Initial	6	0
Six months	1	1

ACCIDENTS:

We had no on the road accidents during the summer.

<u>Date</u>	<u>Bus #</u>	<u>Location</u>	<u>Act</u>	<u>Preventable</u>	<u>Experience</u>
Aug. 31, 2017	916103	Other vehicle hit our Expedition	Avenue I	Non Preventable	4 years

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	73	3,669	0	69	15
Fulshear	43	2,606	0	155	0

VEHICLE MAINTENANCE:

<u>Fuel Usage</u>	<u>Rosenberg</u>	<u>Fulshear</u>
Diesel	3,682	1,746
Unleaded	6,059	981

ROUTING AND SCHEDULING:

Most summer routes ended by August, but we had one special needs route that continued through the week of August 23rd.

TRAINING AND OTHER EVENTS:

August 7th, the transportation department attended a 4 hour in-service meeting with other M&O staff at the Lamar CHS auditorium. Frank Munoz of Frank's Nursery was our guest speaker. August 15th, the department held a 4 hour in-service with transportation department staff at Briscoe JH. August 23rd, the department participated in the District convocation. All drivers and aides attended the convocation with their elementary school, with those drivers providing transportation for the school staff when they desired it. The drivers also used that day to pre-run their routes for the start of school.

Also that week, all regular drivers attended the teacher meet and greet events at their elementary schools to meet students and parents in preparation for the new school year.

During the Hurricane Harvey weather event, approximately two dozen transportation staff participated in emergency evacuations under the direction of the Fort Bend County OEM from August 28th through August 31st. A total of 326 people were evacuated and transported to shelters, along with numerous pets. Soldiers were also transported on August 30th.

STUDENT DISCIPLINE:

No student discipline reports were filed for August.

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