

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, May 21, 2020

7:00 PM

Kay Danziger, President • Kathryn Kaminski, Vice President • Mandi Bronsell, Secretary
Joe Hubenak • Alex Hunt • Jon Welch • Joy Williams

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
MAY 21, 2020
7:00 PM**

AGENDA

Notice is hereby given that a Board of Trustees virtual Regular Business Meeting will be held on Thursday, May 21, 2020, beginning at 7:00 p.m. The meeting will be held by videoconference and members of the public may watch a LIVE stream of the meeting at www.lcisd.org, or on the District's YouTube Channel at: <https://www.youtube.com/lamarcisd>

Members of the public may register to address the Board by emailing their name and phone number to audiencetopatron@lcisd.org. Requests to address the Board must be submitted by 4:30 p.m. on the date of the meeting. Members of the public who register to address the Board will be contacted with instructions to connect via phone.

The agenda packet for the meeting can be found here: <https://www.lcisd.org/trustees/>

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/Awards
 - A. Valedictorians and Salutatorians
 - B. Class of 2020
4. Audience to patrons
5. Approval of minutes
 - A. April 14, 2020 - Special Meeting (Workshop) 7
 - B. April 16 2020 - Regular Board Meeting 14
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
8. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2020-2021 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program 25
 2. Consider approval of the 2020-2021 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center 37
 3. Consider approval of a resolution to modify requirements of Board Policy 46

FFAA(LOCAL) for the 2020-2021 school year

4. Consider adoption of the Tamarron Elementary School mascot and school colors 51

B. Goal: Planning

1. Consider ratification of Financial and Investment Reports 55
2. Consider approval of budget amendment requests 58
3. Consider approval of Order authorizing the issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series; approving the preparation of an official statement; and enacting other provisions relating thereto 60
4. Consider approval of order authorizing the conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the "Series 2014A Bonds") into a new term rate period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto 124
5. Consider approval of request for 2020 Historic Site Exemption Qualification for the Simonton School 136
6. Discussion and possible action on request for 2020 Historic Site Exemption Qualification for The Teague-Waddell House 140
7. Consider ratification of donations to the district, including, but not limited to: 146
 - a. Carter Elementary School
8. Consider approval of Attendance Boundary Committee 147
9. Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors 155
10. Consider approval of design development for the Brazos Crossing Administration Building exterior improvements 164
11. Consider approval of CSP#10-2020RG for Alternative Learning Center additions and renovations 165
12. Consider approval of materials testing for the additions and renovations at Terry High School 169
13. Consider approval of Guaranteed Maximum Price Amendment No. 2 to the contract with Drymalla Construction Company 178
14. Consider approval of Guaranteed Maximum Price Amendment to the contract with Drymalla Construction Company 180
15. Consider approval of materials testing for Morgan Elementary School 182
16. Consider approval of CSP #15-2020VLK for Morgan Elementary School 193
17. Consider approval of commissioning agent for Lamar Consolidated High School and Lamar Junior High School additions and renovations 197
18. Consider approval of materials testing for the additions and renovations at Lamar Consolidated High School and Lamar Junior High School 204
19. Consider approval of deductive change order #2 and final payment for 218

Support Services and the Maintenance & Operations Building

C. Goal: Technology

- 1. Consider approval of Interactive Flat Panels hardware, installation, and electrical 221
- 2. Consider approval of Uninterruptable Power Supply purchases 233

9. INFORMATION ITEMS

A. Goal: Instructional

- 1. 2019 - 2020 Summer School - Updated Resulting from COVID-19 236

B. Goal: Planning

- 1. Tax Collection Report 238
- 2. Payments for Construction Projects 244
- 3. Bond Update
 - a. 2014 247
 - b. 2017 251
- 4. School Resource Division Update 257
- 5. COVID-19 Response 262
- 6. Lamar Consolidated ISD Police Department 263

10. CLOSED SESSION

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)

- 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 264
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 265
 - c. Employee resignations and retirements (Information) 276
 - d. Consider renewals for late hires 282
 - e. Elect Board Officers to serve from May 2020 to May 2021 284
- 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 285

RECONVENE IN OPEN SESSION

Action on Closed Session Items

11. ACTION ITEMS (CONTINUED)

B. Goal: Planning

1. Consider authorization to use current facsimile plates

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 May 2020 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 14th day of April 2020, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in in a Special Session in Rosenberg, Fort Bend County, Texas. Meetings of the Board are normally held at 3911 Avenue I, Rosenberg, Texas; **however, this meeting was conducted by video and audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 (Coronavirus) disaster.** A quorum of members of the Board participated in the meeting and was audible to the public.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kay Danziger, at 6:30 p.m.

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Chief of Staff
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. INFORMATION / WORKSHOP

2. A Discussion of April 16th Regular Board meeting agenda items

The Board reviewed the April 16th Regular Board Meeting Agenda items.

Minutes of Special Board Meeting April 14, 2020 – page 2

7. ACTION ITEMS

7. A GOAL: INSTRUCTIONAL

7. A-2 Consider approval of a resolution to modify requirements of Board Policy EIC(LOCAL) for the graduating Class of 2020

Mr. Hunt asked if any accommodations would be made for the junior class ranking that is done at the end of their junior year and is used for automatic admissions into colleges. Dr. Mossige said not at this time. This request is only for the senior class, where they will be pulling at the 4th six weeks rather than the average of the total of the 4th and 5th. He asked if it was accurate that this ranking is used for automatic admissions. Dr. Mossige said many colleges do look at the final transcript which are a combination of the 4th and 5th six weeks. For early admissions, those are run in July and typically the junior class is sending out information based on that transcript. He asked how the juniors' grades will be affected that will be applying to colleges. Dr. Mossige said the recommendation is to hold GPA calculations at the end of semester 1.

Ms. Bronsell asked if we will get something sent out to the parents. Dr. Mossige said yes when it is approved it will be communicated to the families.

Ms. Kaminski said she has a concern for students that are borderline for graduating. She asked if they will go to summer school. Dr. Mossige said we hope to have summer school opportunities for our students. She said the modified grading will help assist some of these students.

Mr. Hubenak asked if this was just for seniors. Dr. Mossige said yes pulling will stop at the 4th six weeks for seniors, but the ninth through eleventh graders will stop at the first semester for their GPA ranking. Dr. Randle provided some clarity. He said for GPA, class rank and those types of things for freshmen, sophomores, and juniors, it will stop at the end of semester 1. Their courses during semester 2 are for credit and this is based on the adjusted grading schedule. For seniors it stops at the 4th six weeks and the ranks will be based on this.

7. A-3 Consider approval of a resolution to temporarily modify requirements of Board Policy EIA(LOCAL) and EIE(LOCAL)

Ms. Williams asked what will show on the transcripts, will there be a numerical grade or will it simply be pass/fail. Dr. Mossige said for high school students when you look at NCAA expectations, a lot of our kids are looking at scholarships and if you just put a pass on a transcript, they equate a P to a 70. She said we were really cognoscente in the recommendations at the high school level. We kept the language of satisfactory meaning proficiency with the TEKS, and they would receive a 100 in the 6th six weeks and others would receive a 69.

Ms. Williams asked about the inputting of grades for the 5th six weeks prior to Spring Break and what about the kids that were away for UIL events and have make up work. Dr. Mossige said the recommendation is that we extend the time they can turn in work.

Ms. Williams asked about junior high students that are taking high school courses. Dr. Mossige said they would follow the high school expectations.

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Mr. Hunt asked if the district is giving the teachers direction on the next phase of introduction of new materials and how often. He was interested in what parents can expect. Dr. Mossige said teacher expectations were provided to principals last Wednesday. Ms. Marchena said that Teaching and Learning outlined the remainder of the school year and took the most critical pieces of curriculum and those would be what they focused on for new teaching. They laid out guidelines and are encouraging the teachers to use video, whether it is them teaching a lesson on zoom or a prerecorded video or using Khan Academy. They will allow the student to practice the new skill and the teacher provides feedback, then the student is assessed.

Mr. Hunt asked about promotion and retention to the next grade level. Dr. Mossige said a lot of the principals would look at the year average, elementary has 4 nine-week sections. A lot of the elementary schools have already identified any concerns.

Mr. Hunt asked if we have any percentages of the families who have access online. Dr. Mossige said when they look at the canvas logins, they can say a majority of the students are accessing the curriculum. The ones that have not logged in, the principals are reaching out to them. Ms. Marchena said they are pulling usage reports weekly. The Campus Leadership teams will follow up with those that are struggling.

Ms. Bronsell asked about the grading for AP classes. Dr. Maxwell said they follow the same grading as the other high school classes.

Ms. Kaminski asked about the student's anxiety and their mental health and what is in place. Dr. Maxwell said there is a counselor plan. There is a source for students and parents to go to as well. The counselors are checking on those that were already on the radar.

Mr. Hubenak said as a parent, he gets the canvas notifications and it gives him anxiety. He thinks we might need to ease into this transition. Dr. Mossige said we do understand that our community has many challenges and the plan is to be mindful to those challenges. We are only looking at 6 minor grades through the end of the school year.

Mr. Welch asked if the truancy laws are in play. Dr. Mossige said no.

Ms. Kaminski feels that when students hear the words "test, exams, and grades", they are really thinking tests. She asked if we could use softer verbiage. Dr. Mossige said the grades are only minor grades and it is only 6, and they can retake at any time. We are really looking for proficiency. Ms. Marchena said there is approximately 1 assignment per week per core subject.

7. B **GOAL:** **PLANNING**

7. B-1 **Discussion and approval of proposed dates for regular board meetings and workshops for the 2020-2021 school year**

Ms. Williams asked if SLI is canceled, would we add back the June workshop. Dr. Randle said yes, we could amend this.

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7. B-3 Consider ratification of Financial and Investment Reports

Ms. Kaminski asked about the impact this virus will have on the finances. Ms. Ludwig said they are still do projections as normal, we don't see any problems at this time.

7. B-5 Consider approval of independent auditors for the 2019-2020 school year

Mr. Welch asked about the additional fee to help with the financial report, and have they helped with that in the past. Ms. Ludwig said they have helped with our financial report, and this contract is similar to years past.

Ms. Kaminski wanted to clarify this is an increase of \$1100 from last year. Ms. Ludwig said yes.

7. B-6 Consider approval of Instructional Materials Allotment and TEKS Certification

Ms. Williams asked about the required curriculum except for PE. Ms. Marchena said for PE they use in house items.

7. B-7 Consider approval of resolutions proclaiming:

- a. Public School Paraprofessionals' Day
- b. School Nurses' Week
- c. Teacher Appreciation Week

Ms. Danziger asked if we will still do the resolutions even if we are not in school, they still deserve recognition. Dr. Randle said yes.

7. B-8 Consider approval of Lamar Consolidated Independent School District Citizens' Bond Advisory Committee

Ms. Williams asked if they can see those that applied vs. those that were accepted. Dr. Rockwood said yes. She asked about the makeup of the committee. Dr. Rockwood said that each trustee can nominate 3 individuals from their single-member district, the principals select 2 students, and 8 campus administrators.

Mr. Welch asked how they will meet due to COVID-19. Dr. Rockwood said they will do virtual or remote meetings.

7. B-9 Proposed November 2020 Bond Election

Dr. Rockwood gave a presentation.

Mr. Welch asked about the event center, he said there was some talk in the past to go in with others in the area for this center. Dr. Rockwood said yes that has been talked about, but this is on there for the committee to discuss. Mr. Welch asked if committee members can go out to sites to inspect. Dr. Rockwood said traditionally yes, it will depend on the COVID-19 restraints. In the past we have gotten images and shared those with the members. Mr. Welch asked where the second stadium would be located. Dr. Rockwood said that is still to be determined.

Ms. Williams asked how the other entities would discuss the event center with the committee. Dr. Rockwood said staff would gather those resources and bring that information back to the committee.

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Mr. Hunt asked if we are improving/expanding the CTE program. Mr. McKeever said he did not recall specific programs.

Ms. Kaminski asked why the build out for Randle High School was not in the original budget. Mr. McKeever said the shell space is not included, this was the same process for George Ranch, Fulshear, and Foster High Schools.

7. B-10 Discussion and possible action on Master Plan Principles

Mr. Welch understands and appreciates the community feel, but he feels the elementary school size should be bumped to 800. He doesn't understand why we are not adjusting the numbers, especially since full day Pre-K is being added.

Ms. Kaminski said she wonders the same thing. She doesn't know how much longer we can keep the schools in the neighborhood.

Ms. Danziger wondered if we increase the number, will the architect plan have to be changed. Mr. Juntti said it does increase the cost of the elementary school if we increase the footprint of the school.

Mr. Hunt feels there is information missing and there are a lot of variables, he would want to know the savings. He also would want to know what the traffic would be like if the number of students is increased.

7. B-11 Consider delegation of authority to the Superintendent to submit waivers related to COVID-19 school closures and operations

Ms. Kaminski said she got word that Fort Bend ISD is closing for the rest of the year. She wanted to know when we would be having a discussion on what we are doing. Dr. Randle said we will know tomorrow when the Governor speaks as the direction of the schools.

7. B-14 Consider approval of design development for Lamar Consolidated High School and Lamar Junior High School additions and renovations

Mr. Lorin Pargoud and Mr. Juan Lopez from PBK Architects presented.

7. B-20 Consider approval of purchase agreement for TASB Energy Cooperative Member Purchases Fixed-Rate Transportation Fuel Program

Mr. Welch asked about the current contract, have we purchased the minimum required amount of fuel and if not, will there be an escape clause because of COVID-19. Mr. Juntti said the we have less than 20,000 gallons of fuel to purchase and the contract goes through August. He said we are confident we will fulfil this contract.

7. B-21 Consider approval for expansion of Community Eligibility Provision (CEP)

Mr. Welch asked if this is not approved, will the 40% still be eligible for free breakfast and lunch if they complete the form. Ms. Tomas said yes.

Ms. Williams asked if the students can use their student ID if we do not make this schoolwide. Ms. Tomas said everyone uses their ID. Ms. Williams asked what the benefit is if a majority of the students do not qualify. Ms. Tomas said there are still

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students at these locations that are based on income, and they don't meet the requirement.

Ms. Danziger asked if these schools qualified before, if not what changed. Ms. Tomas said the demographics changed. Ms. Danziger asked when we place Junior High and High Schools on the CEP, do we see an increase in lunch program participation. Ms. Tomas said CEP schools are running about 75-78% and the non-CEP are more like 40%. She said secondary are a little lower.

Mr. Hunt asked if we get any type of benefit for participating in the CEP program. Ms. Tomas said yes we do, instead of claiming around 40% of free and reduced we will be claiming around 80%.

Ms. Williams said she gets that we are being reimbursed, but it is still coming out of our taxes. She is still concerned we are still taking taxpayer money and giving to people that don't necessary need it. Ms. Tomas said sometimes the ones that don't qualify are still in need of free lunches. Ms. Ludwig let the Board know that the Child Nutrition program is a self-funded fund, not funded by taxpayers.

8. INFORMATION ITEMS

8. B GOAL: PLANNING

8. B-3 Bond Update
 a. 2014
 b. 2017

Ms. Danziger asked about the press box. Mr. McKeever said we are on schedule and currently the steel is going up.

3. AUDIENCE TO PATRONS

None

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewal of contract for professional teachers/support personnel
 - e. Consider approval of non-renewal of professional employees including teachers
 - f. Consider approval of Police Chief
 - g. Consider approval of Campus Coordinator for Lamar Consolidated High School
 - h. Deliberate recommendation to terminate probationary employment contract of certified employee at the end of the 2019-2020 contract year
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land

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

The Board adjourned to Closed Session at 9:22 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 10:46 p.m. No action taken.

ADJOURNMENT

The meeting adjourned at 10:46 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
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 16th day of April 2020, 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. Meetings of the Board are normally held at 3911 Avenue I, Rosenberg, Texas; **however, this meeting was conducted by video and audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 (Coronavirus) disaster.** A quorum of members of the Board participated in the meeting and was audible to the public.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Chief of Staff
Kevin McKeever	Executive Director of Facilities & Planning
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. She also extended her appreciation to our students, parents, and staff for all that they’re doing during this time.

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3. AUDIENCE TO PATRONS

None

4. APPROVAL OF MINUTES

A. MARCH 19, 2020 - REGULAR BOARD MEETING

It was moved by Ms. Kaminski and seconded by Mr. Welch that the Board of Trustees approve the minutes of the March 19, 2020 Regular Board Meeting. The motion carried unanimously.

5. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger thanked Dr. Randle for participating in the forum with other superintendents and the county Judge.

6. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 7. A-1; 7. B-2 – 7. B-9; 7. B-11 – 7. B-20; 7. C-1 – 7. C-2; and 7. D-1 – 7. D-2.

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

7. A GOAL: INSTRUCTIONAL

7. A-1 Approval of Memorandum of Understanding with Texas State Technical College

Approved the Memorandum of Understanding with Texas State Technical College (TSTC) for technical dual credit enrollment for Lamar Consolidated Independent School District Career and Technical Education (CTE) students. (See inserted pages 9-A – 9-N.)

7. B GOAL: PLANNING

7. B-2 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending February 29, 2020. (See inserted pages 9-O – 9-T.)

7. B-3 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

7. B-4 Approval of budget amendment requests

Approved approval of budget amendment requests. (See inserted page 9-U.)

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7. B-5 Approval of independent auditors for the 2019-2020 school year

Approved of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2019-20 school year. (See inserted pages 10-A – 10-J.)

7. B-6 Approval of Instructional Materials Allotment and TEKS Certification

Approved the Instructional Materials Allotment and TEKS Certification for the 2020-21 school year. (See inserted page 10-K.)

7. B-7 Approval of resolutions proclaiming:

a. Public School Paraprofessionals' Day

Approved the attached resolution proclaiming May 13, 2020 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District. (See inserted page 10-L.)

b. School Nurses' Week

Approved the attached resolution proclaiming May 6 – 12, 2020 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 10-M.)

c. Teacher Appreciation Week

Approved the attached resolution proclaiming May 4 – 8, 2020 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 10-N.)

7. B-8 Approval of Lamar Consolidated Independent School District Citizens' Bond Advisory Committee

Approved the makeup of the 2020 Citizens' Bond Advisory Committee, as presented.

7. B-9 Proposed November 2020 Bond Election

Reviewed and discussed the proposed November 2020 Bond Election.

7. B-11 Delegation of authority to the Superintendent to submit waivers related to COVID-19 school closures and operations

Delegated authority to the Superintendent to submit waivers to the Texas Education Agency related to COVID-19 school closures and operations. (See inserted page 10-O.)

7. B-12 Approval of CSP#09-2020RG for fuel tank storage replacement

Approved Pemco, Inc. for the fuel tank storage replacement in the amount of \$1,140,848 and authorized the Board President to sign the agreement and include budget amendments as necessary.

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7. B-13 Approval of materials testing for fuel tank storage replacement

Approved Terracon, Inc. for materials testing for the fuel tank storage replacement in the total amount of \$17,002 and authorized the Board President to execute the agreement. (See inserted pages 11-A – 11-H.)

7. B-14 Approval of design development for Lamar Consolidated High School and Lamar Junior High School additions and renovations

Approved the design development for the Lamar Consolidated High School and Lamar Junior High School additions and renovations as presented by PBK Architects, Inc.

7. B-15 Approval of materials testing for the Jane Long Historical Gym renovations

Approved Terracon, Inc. for materials testing for the Jane Long Historical Gym renovations in the total amount of \$14,540 and authorized the Board President to execute the agreement. (See inserted pages 11-I – 11-P.)

7. B-16 Approval of materials testing for the Alternative Learning Center additions and renovations

Approved Terracon, Inc. for materials testing for the Alternative Learning Center additions and renovations in the total amount of \$52,500 and authorized the Board President to execute the agreement. (See inserted pages 11-Q – 11-Z.)

7. B-17 Approval of materials testing for the multi-purpose spaces and orchestra additions

Approved Terracon, Inc. for materials testing for the multipurpose spaces and orchestra additions in the total amount of \$45,500 and authorized the Board President to execute the agreement. (See inserted pages 11-AA – 11-HH.)

7. B-18 Approval of HVAC test and balance for Austin Elementary School

Approved Engineered Air Balance for the HVAC test and balance services for the HVAC Web Controls at Austin Elementary School in the amount of \$5,490 and authorized the Board President to execute the agreement. (See inserted page 11-II.)

7. B-19 Approval of commissioning agent for Morgan Elementary School

Approved Estes, McClure & Associates as commissioning agent for the construction of Morgan Elementary School in the amount of \$41,400 and authorized the Board President to execute the agreement. (See inserted pages 11-JJ – 11-LL.)

7. B-20 Approval of purchase agreement for TASB Energy Cooperative Member Purchases Fixed-Rate Transportation Fuel Program

Approved the Purchase Agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorized the superintendent to negotiate and execute the Purchase Agreement.

7. C GOAL: PERSONNEL

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7 C-1 Approving delegation of final authority to the Superintendent to employ contractual employees

Delegated final authority to the Superintendent to employ contractual employees for the 2020-2021 school year during the months of May, June, July, and August.

7. C-2 Approval of 2020-2021 employee report/end date table

Adopted the 2020-2021 employee report/end date schedule as presented and approved begin and end dates for job titles as indicated on the table.

7. D GOAL: TECHNOLOGY

7. D-1 Approval of districtwide computer refresh

Approved Dell Technologies to provide services, hardware, and software to complete the districtwide computer refresh project in the amount of \$5,225,611.08.

7. D-2 Approval of network hardware

Approved the purchase of network switches, wireless access points, data drops, and related components and services in the amount of \$642,723.55 from Red River Technology LLC and Rock IT.

7. A GOAL: INSTRUCTIONAL

7. A-2 Approval of a resolution to modify requirements of Board Policy EIC(LOCAL) for the graduating Class of 2020

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees approve a resolution modifying the final ranking and honors requirements of Board Policy EIC(LOCAL) for the graduating Class of 2020.

Ms. Williams asked for updates on graduation and prom. Dr. Mossige said the Governor will make determinations tomorrow, we are holding dates for the end of June for graduation. We are also looking at things to do to honor our senior class.

Ms. Bronsell asked for an explanation on how the Valedictorian and Salutatorian will be determined. Dr. Mossige said for our high school seniors, traditionally the average of the 4th and 5th six weeks was pulled, but because of COVID-19 we are only pulling up to the 4th six weeks. Ms. Bronsell said she hopes our parents understanding that we are doing the best we can, and we are thankful for the administration, principals and teachers for all their work.

The motion carried unanimously. (See inserted page 12-A.)

7. A-3 Approval of a resolution to temporarily modify requirements of Board Policy EIA(LOCAL) and EIE(LOCAL)

It was moved by Ms. Kaminski and seconded by Ms. Williams that the Board of Trustees approve a resolution modifying the guidelines for grading requirements in Board Policy EIA(LOCAL) and promotion/retention requirements in Board Policy EIE(LOCAL).

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Ms. Williams had questions about elementary and their rigorous work, and she shared a response from Dr. Mossige. The grading policy will be 6 minor grades per week per core subject area. The goal is to continue new learning and to check for understanding but not to overwhelm the students. TEA requires us to have a process to monitor learning.

Ms. Danziger said she had someone reach out and is worried about her GPA if not putting an actual grade on the transcript. Dr. Mossige said it will have the 4th six weeks grade, the progress report grade, and the 6th six weeks with the modified grading. At the end of the cycle, if they met they will be given a 100. There will not be a final exam. Those 3 grades will be averaged together to equate their semester average. They can boost their grades if they work really hard on those assignments. We understand this is a stressful time for the community and we took this into consideration.

Mr. Hubenak asked if we are using a numerical grade up until the 5th six weeks but starting Monday using the modified grading system. Dr. Mossige said yes. He asked about students with modifications and how are we approaching. Dr. Mossige said their IEPs must be followed and their work modified. Ms. Mathis said once we return, they will have ARDs to determine if any regression and if we need to provide any compensatory services. Mr. Hubenak said there is inconsistency on the roll out and are we trying to keep it uniform. Dr. Mossige said yes. He also asked what are we doing about Beasley and Kendleton families that have no internet options. Dr. Mossige said we can email materials and do mailout/paper-based materials.

Ms. Williams asked if there is any counseling for parents, like telehealth. Dr. Maxwell said there are resources that can be provided.

Ms. Bronsell wanted to reiterate to our teachers and principals to take it easy on these students. It is a lot of stress on these students and parents. Dr. Mossige said we understand that and will do no harm.

Mr. Hubenak said we should take it easy on the teachers as well. They are doing their job from home and they may have a house full of their own children as well.

Ms. Kaminski wanted to tell the teachers; we understand they have their hands full. We also know this is difficult on the parents.

The motion carried unanimously. (See inserted pages 13-A – 13-B.)

7.B GOAL: PLANNING

7. B-1 Discussion and approval of proposed dates for regular board meetings and workshops for the 2020-2021 school year

It was moved by Ms. Kaminski and seconded by Mr. Hubenak that the Board of Trustees approve the following regular board meeting and workshop schedule for the 2020-2021 school year.

June

16* Regular Board Meeting *

December

15 Board Workshop

17 Regular Board Meeting

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July

NO MEETING

January

19 Board Workshop
21 Regular Board Meeting

August

6 Special Board Meeting
18 Board Workshop
20 Regular Board Meeting

February

16 Board Workshop
18 Regular Board Meeting

September

15 Board Workshop
17 Regular Board Meeting

March

23 Board Workshop
25 Regular Board Meeting

October

13 Board Workshop
15 Regular Board Meeting

April

13 Board Workshop
15 Regular Board Meeting

November

17 Board Workshop
19 Regular Board Meeting

May

18 Board Workshop
20 Regular Board Meeting

The following conferences are scheduled for 2020-2021:

- TASB Summer Leadership Institute – June 18 - 20, 2020 – San Antonio
- TASA/TASB Convention – October 2 – 4, 2020 – Dallas
- Governance Camp – March 3 – 6, 2021 – Galveston Island
- National School Boards Association Conference – April 10 – 12, 2021 – New Orleans, LA

* Summer Leadership Institute begins on Thursday, June 18th.

Mr. Welch said awhile back he asked for pros and cons to stagger the workshops and board meetings to separate weeks. He wants to know what his fellow board members think about trying it, but not necessarily the entire year,

Dr. Rockwood refreshed the board of the pros and cons that were reported.

Ms. Bronsell said she would be willing to try what Mr. Welch is suggesting for a couple of months.

Ms. Kaminski said she already blocks out 1 week for school board meetings, and if it is changed, she'll have to block out 2 weeks. She said she doesn't have that much room to have 2 weeks for meetings.

Ms. Williams asked if there would be appropriate months to try the test run and have the Administration determine those months.

Ms. Danziger understands he wants more time to go through the material, but some of the items are very last minute. She's afraid we would be taxing the administration to get things done before they are ready. If we approve tonight, we could bring back to change for a short period of time once the administration finds a time to try this process.

Ms. Kaminski reminded the Board that Dr. Rockwood said that one of the cons was the extra workload it would put on the administration.

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Mr. Hubenak said that he's not opposed to doing a trial, but a lot of items are sensitive and under the current situation the staff is even busier. He said we could discuss for a later trial run.

Voting in favor of the motion: Ms. Bronsell, Mr. Hubenak, Mr. Hunt, Ms. Kaminski, Ms. Williams, and Ms. Danziger

Abstaining: Mr. Welch

The motion carried.

7. B-10 Discussion and possible action on Master Plan Principles

Dr. Randle said this item is a very complex, the Master Plan Principals are designed to give an overview of what the board thinks facilities should look like. We did this exercise a few years ago, but some of that information has changed. This will not get in the way of the Bond committee doing their work.

Ms. Danziger said that her concern was if the size of the school will change the cost of the school and land will increase, then the Bond committee would have to allow for that increase.

Ms. Williams asked if we can discuss this at our board training. Dr. Randle said yes that would be a more appropriate setting.

No action needed.

7. B-21 Approval for expansion of Community Eligibility Provision (CEP)

It was moved by Ms. Kaminski and seconded by Ms. Bronsell that the Board of Trustees approve increasing the number of campuses participating in Community Eligibility Provision (CEP) to include six (6) additional designated campuses: JJAEP, Alternative Learning Center, Austin, Culver, Hutchinson, and Williams Elementary Schools, pending official verification/approval by the Texas Department of Agriculture.

Mr. Welch said he wants the public to understand this is about children eating in the schools and whether or not they pay or if we are reimbursed for their meal by the federal government. I want everyone to know that I want every child's belly to be full every day. He is trying to take the emotion out of it and hold the parents accountable for completing the paperwork.

Voting in favor of the motion: Ms. Bronsell, Mr. Hubenak, Mr. Hunt, Ms. Kaminski, Ms. Williams, and Ms. Danziger

Voting in opposition: Mr. Welch

The motion carried.

8. INFORMATION ITEMS

8. A GOAL: PERSONNEL

8. A-1 Report on Board Member Training

The Board President reported the following:

For TIER 1 – Orientation and Legal Update Training, the following board members have completed the Local District Orientation Training:

Alex Hunt
Jon Welch
Joy Williams

The following board members have completed the Basic Orientation Legal Training:

Alex Hunt
Jon Welch
Joy Williams

The following board members have completed the Legal Update Training:

Mandi Bronsell
Kay Danziger
Joe Hubenak
Kathryn Kaminski

For TIER 2 – Team Building Training, the following board members have completed the required team-building training:

Mandi Bronsell
Kay Danziger
Joe Hubenak
Alex Hunt
Kathryn Kaminski
Jon Welch
Joy Williams

For TIER 3 – Annual Continuing Education, the following board members have completed the Tier 3 annual continuing education requirements:

Mandi Bronsell
Kay Danziger
Joe Hubenak
Alex Hunt
Kathryn Kaminski
Jon Welch
Joy Williams

For TIER 4 – Evaluating and Improving Student Outcomes Training, the following board members have completed the required training for Tier 4 training on evaluating and improving student outcomes:

Mandi Bronsell
Kay Danziger
Joe Hubenak
Alex Hunt
Kathryn Kaminski
Jon Welch
Joy Williams

The following board members have exceeded the required continuing education:

Mandi Bronsell by 10.23 additional hours
Kay Danziger by 19.50 additional hours

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Joe Hubenak by 8.48 additional hours
Alex Hunt by 5.50 additional hours
Kathryn Kaminski by 10.99 additional hours
Jon Welch by 5.50 additional hours
Joy Williams by 10 additional hours

8. B GOAL: PLANNING

8. B-1 Tax Collection Report

8. B-2 Payments for Construction Projects

8. B-3 Bond Update
a. 2014
b. 2017

8. B-4 School Resource Division Update

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewal of contract for professional teachers/support personnel
 - e. Consider approval of non-renewal of professional employees including teachers
 - f. Consider approval of Police Chief
 - g. Consider approval of Campus Coordinator for Lamar Consolidated High School
 - h. Deliberate recommendation to terminate probationary employment contract of certified employee at the end of the 2019-2020 contract year
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 8:20 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:20 p.m.

9. A-1(d) Consider renewal of contract for professional teachers/support personnel

It was moved by Ms. Kaminski and seconded by Ms. Williams that the Board of

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Trustees approve renewal of contracts for professional teachers/support personnel. The motion carried unanimously. (See inserted pages 18-A – 18-FFF.)

9. A-1(f) Consider approval of Police Chief

It was moved by Ms. Williams and seconded by Mr. Hubenak that the Board of Trustees approve the recommendation of Dallis Warren as the Chief of Police.

Voting in favor of the motion: Ms. Bronsell, Mr. Hunt, Ms. Kaminski, Ms. Williams, and Ms. Danziger

Voting in opposition of the motion: Mr. Hubenak and Mr. Welch

The motion carried.

9. A-1(g) Consider approval of Campus Coordinator for Lamar Consolidated High School

It was moved by Ms. Williams and seconded by Ms. Bronsell that the Board of Trustees approve the recommendation of Cestrakiah Johnson as the Campus Coordinator for Lamar Consolidated High School. The motion carried unanimously.

9. A-1(h) Deliberate recommendation to terminate probationary employment contract of certified employee at the end of the 2019-2020 contract year

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees accept the Superintendent's recommendation to terminate the probationary contract of Shakari Leday finding it to be in the District's best interest. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Webinar on Friday with the Fort Bend Chamber and what the District is doing with COVID-19

ADJOURNMENT

The meeting adjourned at 9:25 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2020-2021 MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2020-2021 school year.

IMPACT/RATIONALE:

Since September 1, 1996, a county with a population greater than 125,000 is required to have a Juvenile Justice Alternative Education Program for expelled youth who are under the jurisdiction of the Juvenile Court. Fort Bend County Alternative School, operational since January 1995, preceded the mandate and this program meets the legislative requirements. The program is funded at \$7,000 per student for 45 students and Lamar, Needville, and Katy ISDs contribute to the Rosenberg program. Participating Districts recoup some of the costs through foundation state funds generated by attendance and contact hours and special education federal funds.

PROGRAM DESCRIPTION:

Lamar CISD has functioned as the fiscal agent for educational components of Fort Bend County Alternative School since January 1995. In January 1997, FBCAS expanded to include Rosenberg and Sugar Land campuses. Since that date, Lamar CISD has served as a fiscal agent for only the Rosenberg campus, a campus that educates students from Lamar CISD, Needville ISD, and a small portion of Katy ISD.

The Fort Bend County provides for the cost of the facility, Youth Specialists, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. Eighty (80) students were served during the 2019-2020 school year.

The agreement is attached for Board review.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

- 1.06 *Member School Districts*- NISD, KISD, LAMAR.
- 1.07 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.08 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 *Teacher* - A LAMAR classroom teacher who is certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

SECTION II **PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students who reside in Fort Bend County.

SECTION III **TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until July 31, 2021 or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

SECTION IV **SERVICES PROVIDED BY LAMAR**

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.

- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. Instructional Specialists
 - F. Education Administrators/ Special Education Director
- 4.04 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (LPACs) and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the Lamar Consolidated Independent School District.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. BOARD personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

SECTION V
RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Eligible Student's Probation Officer
 - B. Youth Specialist
 - C. Site Administrator
 - D. JJAEP Program Director
 - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.

- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
 - B. Class to take place in the classrooms and shop area of JJAEP facility.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JJAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

SECTION VI
RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve five (5) spaces upon payment of \$35,000 to LAMAR. Such payments shall be made no later than September 10, 2020 to reserve a seat for the 2020-2021 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure

that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.

- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

SECTION VII
DATA PRIVACY

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII
ASSIGNMENTS

- 8.01 This Agreement is not assignable by any party.

SECTION IX
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.
- 9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall

be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

- 9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION X
SEVERABILITY

- 10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XI
SERVICES NOT PROVIDED FOR

- 11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.
- 11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII
SHARING OF INFORMATION

- 12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile

criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

12.02 LAMAR and the Member School Districts shall, upon an Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

- (1) the Student's name, date of birth, and grade level
- (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
- (3) notice of expulsion, where relevant
- (4) special education, Section 504 records and/or LPAC's, if any;
- (5) transcript;
- (6) the student's state assessment data, if applicable;
- (7) the student's previous year's attendance record;
- (8) the student's current attendance records, immunization records, and emergency contact information

12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:

- (1) court ordered placing Eligible Student in the JJAEP
- (2) probation officer's name
- (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
- (4) length of time assigned to JJAEP
- (5) disposition of charges against Eligible Student
- (6) court order releasing Eligible Student from JJAEP; and
- (7) Notice of withdrawal from JJAEP.

- 12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, “appropriate school personnel” is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.
- 12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student’s other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIII
COMPLIANCE WITH LAWS AND REGULATIONS

- 13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will insure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

SECTION XIV
SUSPENSION OF STUDENTS

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:
- Having a positive drug test
 - Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be

removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XV
NOTICE

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes
Superintendent
P.O. Box 412
Needville, TX 77461

Notice to KISD shall be delivered to: Superintendent
6301 South Stadium Lane
Katy, TX 77494

SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL
DISTRICT**

By: _____
Curtis Rhodes, Superintendent

Date: _____

**KATY INDEPENDENT SCHOOL
DISTRICT**

By: _____
Dr. Kenneth Gregorski, Superintendent

Date: _____

**CONSIDER APPROVAL OF THE 2020-2021 AGREEMENT FOR EDUCATIONAL
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding for Educational Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2020-2021 school year.

IMPACT/RATIONALE:

Funding to support educational services at the Detention Center is obtained from state compensatory education funds, foundation funds earned from attendance, special education funding, and Title I, Part D neglected/delinquent funds.

PROGRAM DESCRIPTION:

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 309 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that have been alleged to have committed a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 18-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2020-2021 school year is the same as the current one and is attached for Board review.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1.01 *BOARD Personnel* - Student's Probation Officer, Director of Detention, Juvenile Supervision Officer, Chief Juvenile Probation Officer.

1.02 *Class Room* -A designated room at the juvenile detention facility.

1.03 *Eligible Children* - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

1.04 *Home School* - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor, Instructional Specialist, Special Programs and Project Directors. Program Supervisors and Special Education Director.

1.06 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies and living skills, and drug education.

1.08 *Teacher* - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.

1.09 *Teacher's Aide* - A LAMAR classroom teacher's aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

SECTION II **PURPOSE**

2.01 The purpose of this Agreement is to make educational services available to eligible children.

2.02 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

SECTION III **TERM**

3.01 The term of this Agreement shall commence on August 1, 2020 and end on July 31, 2021, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15, 2021, and renewal will be considered by LAMAR.

SECTION IV **SERVICES PROVIDED BY LAMAR**

4.01 Services to be provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:

- A. Teachers
- B. Teacher's Aide
- C. Special Counselors
- D. Educational Diagnosticians
- E. (Instructional Specialists) Program Supervisors
- F. (Special Programs and Projects Director) Special Education Director

4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in LAMAR CISD.

4.05 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.

4.06 LAMAR will provide four (4) teachers and one (1) teacher's aide for the regularly scheduled school day.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

SECTION V
RESPONSIBILITIES OF THE BOARD

5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.

5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:

- A. Student's Probation Officer
- B. Director of Detention
- C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

- A. Minimum of one (1) juvenile supervision officer present at all times.
- B. Class will take place in the classrooms.

5.05 The BOARD, acting by and through its Director of Detention, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its Director of Detention, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its Director of Detention, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 If a student is to remain in detention after their detention hearing, the Chief Juvenile Probation Officer or representative will notify LAMAR personnel so necessary District enrollment can take place.

5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.

SECTION VI
DATA PRIVACY

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VII
ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII
INDEPENDENT CONTRACTOR/NO CO--P ARTNERSHIP

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not an employee(s) of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION IX
SEVERABILITY

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any

rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XI
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII
COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination to the other party.

SECTION XIII

NOTICE

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

**CONSIDER APPROVAL OF A RESOLUTION TO MODIFY REQUIREMENTS OF
BOARD POLICY FFAA(LOCAL) FOR THE 2020-2021 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve a resolution modifying the requirement for all students to have an annual physical examination prior to participation in designated University Interscholastic League (UIL) programs and other District extracurricular programs as identified by the Superintendent.

IMPACT/RATIONALE:

As outlined in the UIL Constitution and Contest Rules under sections 1205(a) and 1478(d), which were amended by the UIL Legislative Council for the 2020 – 2021 school year only, any participant in athletics or marching band, in any grade level, who has not previously completed a pre-participation physical examination (PPE) would be required to do so prior to participation in any practices, games, performances or matches.

However, any participant who has a PPE on file from the 2019 – 2020 school year and completes a UIL Medical History Form that is signed by both the student and parent or guardian, may be cleared for participation without a new PPE being completed.

Each Medical History Form will be reviewed by an LCISD Certified Athletic Trainer prior to a student being cleared to participate. If a student has had reoccurring or recent health issues, a physical may be required by school staff prior to clearing the student for participation.

Therefore, administration is recommending modifying this annual physical requirement for the 2020 – 2021 school year to support social distancing, ease the financial burden on our parents/guardians and ease the workload of our local medical professionals while following the guidelines put forth by the University Interscholastic League.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent Secondary Education
Nikki Nelson, Director of Athletics

Recommended for approval:



Dr. Thomas Randle
Superintendent

Required Medical Clearance

Prior to participating in a designated University Interscholastic League (UIL) program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit a statement from an authorized healthcare provider indicating that the student has been examined and medically cleared to participate in the program.

Additional Screening

The Superintendent shall implement the guidelines recommended by the Texas Department of Health for vision, hearing, spinal, and acanthosis nigricans screening. In addition to the required screening, and to the extent District resources allow, the Superintendent may implement screening for:

1. Additional grade levels as deemed necessary by the District.
2. Students referred by teachers, parents, or others.
3. Students exhibiting symptoms related to a designated screening.
4. Students who repeat a grade.

Referrals

Parents of students who are identified through any screening program as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies. The person performing the screening shall send a report indicating the finding to the minor student's parent, managing conservator, guardian, or, if the student is 18 years or older or an emancipated minor, to the student.

Notice of Lice

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

Annual Report

In addition to the information required in the annual report to the Texas-Mexico Border Health Coordination Office (TMBHCO), each campus shall submit to the TMBHCO information on the acanthosis nigricans screening status of students in attendance during the reporting year. The report shall be on a form prescribed by the executive council advising the TMBHCO and submitted according to the executive council's rules.

Student Tuberculosis Screening

Students enrolling from countries outside the United States shall present proof of a current negative tuberculin skin test prior to enrollment.

When the tuberculin skin test is positive, students should show proof of a chest x-ray that is negative for active tuberculosis prior to

enrollment. Any indication that a positive tuberculin skin test will occur such as a reaction from a BCG vaccination would indicate a chest x-ray. Students who have a positive tuberculin skin test, and a negative chest x-ray may be enrolled in the District when they present proof that they are receiving prophylactic treatment from the Fort Bend County Health Department and/or a family physician.

Students who have been diagnosed with active tuberculosis may not attend District schools until they present proof from a physician that they are not considered contagious and may return to school.

The District may require any student to have a tuberculin skin test or chest x-ray whenever it is reasonably believed that the student may be suffering from tuberculosis or may have been exposed to tuberculosis.

**Proposed Amendment to the
University Interscholastic League Constitution and Contest Rules**

A. Brief Explanation of Proposed Recommendation

This amendment to Section 1205(a), *Individual Report Forms* and Section 1478(d), *General Regulations for Athletic Competition* would alter preparticipation physical examination requirements for the 2020-21 school year only.

B. Factual and Policy Justifications

To support social distancing and assist with the workload of the medical professionals on the frontlines of the COVID-19 pandemic, the UIL Medical Advisory Committee (MAC) has recommended adjusting requirements related to preparticipation physical examinations for the 2020-21 school year.

C. Proposed Recommendation

Sections 1205 (a) and 1478 (d) of the UIL *Constitution and Contest Rules* would be amended as follows, pending approval by the Commissioner of Education:

Section 1205: Athletic Eligibility

- (a) INDIVIDUAL REPORT FORMS. It shall be the responsibility of each school to keep on file the following required annual forms for each student who participates in any practice, scrimmage or game.
- (1) Pre-participation Physical Examination. Upon entering the first and third years of high school, a physical examination signed by a physician, a physician assistant licensed by a State Board of Physician Assistant Examiners, a registered nurse recognized as an advanced practice nurse by the Board of Nurse Examiners or a doctor of chiropractic is required. Standardized Pre-Participation Physical Examination Forms, available from the UIL office and authorized by the UIL Medical Advisory Committee, are required. FOR THE 2020-21 SCHOOL YEAR ONLY, ANY PARTICIPANT IN ATHLETICS OR MARCHING BAND, IN ANY GRADE LEVEL, WHO HAS NOT PREVIOUSLY COMPLETED A PRE-PARTICIPATION PHYSICAL EXAMINATION (PPE), AND BEEN CLEARED FOR PARTICIPATION, WILL BE REQUIRED TO COMPLETE THE MEDICAL HISTORY FORM AS NOTED BELOW, AS WELL AS A PPE PRIOR TO PARTICIPATION IN ANY UIL PRACTICES, GAMES, PERFORMANCES, OR MATCHES.
- (2) Medical History Form. Each year prior to any practice or participation, a UIL medical history form signed by both student and a parent or guardian is required. A medical history form shall accompany each physical examination and shall be signed by both student and a parent or guardian.

Section 1478: 7-8th Grade Athletic Plan

- (d) GENERAL REGULATIONS FOR ATHLETIC COMPETITION. Prior to all athletic games, meets, matches and practices the following shall be adhered to, if applicable.
- (4) Pre-Participation Physical Examination. Upon entering the first year in junior high athletics a physical examination signed by a physician, a physician assistant licensed by a state board of physician assistant examiners, a registered nurse recognized as an advanced practice nurse

by the board of nurse examiners or a doctor of chiropractic is required. Standardized pre-participation physical examination forms, available from the UIL office and authorized by the UIL Medical Advisory Committee are required. FOR THE 2020-21 SCHOOL YEAR ONLY, ANY PARTICIPANT IN ATHLETICS OR MARCHING BAND, IN ANY GRADE LEVEL, WHO HAS NOT PREVIOUSLY COMPLETED A PRE-PARTICIPATION PHYSICAL EXAMINATION (PPE), AND BEEN CLEARED FOR PARTICIPATION, WILL BE REQUIRED TO COMPLETE THE MEDICAL HISTORY FORM AS NOTED BELOW, AS WELL AS A PPE PRIOR TO PARTICIPATION IN ANY UIL PRACTICES, GAMES, PERFORMANCES, OR MATCHES.

- (5) Medical History Form. Each year prior to any practice or participation a UIL medical history form signed by both student and a parent or guardian is required. A medical history form shall accompany each physical examination and shall be signed by both student and a parent or guardian.

D. Potential Fiscal Impact of the Proposed Rule to Member Schools

This proposed amendment should not have a significant fiscal impact on member schools.

E. Legislative Council Consideration; Effective Date

If approved by the Legislative Council and the Commissioner of Education, this amendment shall be effective immediately.

**CONSIDER ADOPTION OF THE TAMARRON
ELEMENTARY SCHOOL MASCOT AND SCHOOL COLORS**

RECOMMENDATION:

That the Board of Trustees approve Timberwolves as the mascot and forest green, blue, and black as the school colors for Tamarron Elementary School.

IMPACT/RATIONALE:

Feedback was gathered from students and parents zoned to Tamarron Elementary School through an online survey from the principal. Students and parents were able to choose from 3 suggested mascots designed by Lamar CISD Graphic Arts. After viewing the suggested mascots, students were able to submit their vote.

Attachments:

- 1) Parent letter
- 2) Graphics of the 3 recommendations of school mascots students voted on
- 3) Voting results (pie chart)

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Diane Parks, Assistant Superintendent of Elementary Education
 Mark Melendez, Principal, Tamarron Elementary School

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Tamarron Parents and Students,

This is Mark Melendez, Principal of Tamarron Elementary School. I hope you are well during these trying times. I had the opportunity to visit Culver and Carter Elementary Schools and have seen what Tamarron will look like. You are going to be impressed!

I need your help selecting the mascot and colors for Tamarron. I created a survey monkey so you can vote for your favorite mascot and colors. There are two questions on the survey. Parents, you get to answer question 1 and students you get to answer question 2. I will tally the votes and let you know the results.

Here is the link to the survey. <https://www.surveymonkey.com/r/ZTPS2JG>

Your choices are:

Tamarron Timberwolves – Colors: Forrest Green, Blue, Black

Tamarron Tigersharks – Colors: Green, Gray, Black

Tamarron Owls – Colors: Red, White, Black

Thank you for taking the time to help with the survey. Once the quarantine is over, I hope we can get together so I can introduce myself properly. I am excited about our future. Please take care of yourself and be safe.

Mark Melendez, Principal Tamarron Elementary



Color Information

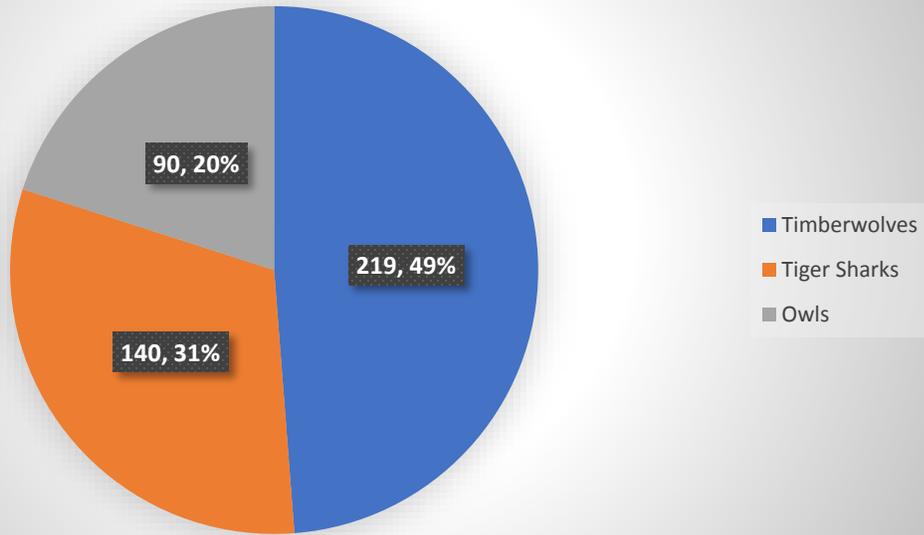
CMYK	RGB	HEX
 81,24,100,13	53,127,62	357f3e
 83,68,42,27	56,73,97	384961
 75,50,4,0	74,120,182	4a78b6
 21,0,3,0	198,232,243	c6e8f3
 0,0,0,30	188,190,192	bcbec0
 0,0,0,100	35,31,32	231f20

Fonts

TAMARRON - AgencyFB BoldWide

TIMBERWOLVES - LITHOS PRO BOLD

Number of Votes



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 April 2020 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 APRIL 2020 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 April total \$37,424,298 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	18,736,212
614	Employee Benefits	954,384
621	Professional Services	127,635
623	Education Services Center	1,040
624	Contracted Maintenance and Repair Services	433,428
625	Utilities	655,547
626	Rentals and Operating Leases	337,218
629	Miscellaneous Contracted Services	1,162,638
631	Supplies and Materials for Maintenance and Operations	91,575
632	Textbooks and Other Reading Materials	200,129
633	Testing Materials	1,053
634	Food Service	224,914
639	General Supplies and Materials	1,093,974
641	Travel and Subsistence -- Employee and Student	51,825
642	Insurance and Bonding Costs	5,000
649	Miscellaneous Operating Costs/Fees and Dues	46,250
659	Other Debt Services Fees	1,250
662	Building Purchase, Construction, and/or Improvements	13,264,124
663	Furniture & Equipment - \$5,000 or more per unit cost	33,309
217	Operating Transfers, Loans and Reimbursements	457
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,336
	Total	37,424,298

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of April 2020. 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 APRIL 30, 2020**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,445,862.00	166,852,107.00	(5,593,755.00)	96.8%
5800-STATE PROGRAM REVENUES	142,094,922.00	72,734,242.00	(69,360,680.00)	51.2%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	3,162,460.00	(1,262,540.00)	71.5%
TOTAL- REVENUES	318,965,784.00	242,748,809.00	(76,216,975.00)	76.1%
EXPENDITURES				
6100-PAYROLL COSTS	269,167,547.00	168,366,068.00	100,801,479.00	62.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	29,156,022.00	14,169,964.00	14,986,058.00	48.6%
6300-SUPPLIES AND MATERIALS	16,280,424.00	7,998,521.00	8,281,903.00	49.1%
6400-OTHER OPERATING EXPENDITURES	6,000,505.00	3,306,424.00	2,694,081.00	55.1%
6600-CAPITAL OUTLAY	1,849,815.00	763,969.00	1,085,846.00	41.3%
TOTAL-EXPENDITURES	322,454,313.00	194,604,946.00	127,849,367.00	60.4%

**Local Investment Pools
as of April 30, 2020**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,792,897.18	0.00	0.00	1,044.87	2,793,942.05
General Account	106,515,085.56	9,300,000.00	25,071,637.50	36,814.79	90,780,262.85
Health Insurance	1,242,346.61	1,754,970.83	1,600,000.00	998.87	1,398,316.31
Workmen's Comp	16,713.89	41,666.67	20,000.00	18.10	38,398.66
Property Tax	25,767,601.58	1,409,824.80	0.00	9,918.66	27,187,345.04
Vending Contract Sponsor	304,052.19	0.00	0.00	113.75	304,165.94
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,064,507.52	0.00	0.00	398.26	1,064,905.78
Student Activity Funds	37,017.67	0.00	0.00	13.84	37,031.51
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	221,206.95	0.00	0.00	82.77	221,289.72
Common Threads Donation	56,311.81	0.00	0.00	21.07	56,332.88
Debt Service 2012A	650,111.15	0.00	0.00	243.23	650,354.38
Debt Service 2012B	1,811.82	0.00	0.00	0.68	1,812.50
Debt Service 2014A	377,674.05	0.00	0.00	141.33	377,815.38
Debt Service 2014B	463,671.63	0.00	0.00	173.47	463,845.10
Debt Service 2013	997.31	0.00	0.00	0.31	997.62
Debt Service 2013A	1,919.96	0.00	0.00	0.68	1,920.64
Debt Service 2015	6,858.07	0.00	0.00	2.58	6,860.65
Debt Service 2016A	1,001,357.64	0.00	0.00	374.62	1,001,732.26
Debt Service 2016B	266,299.36	0.00	0.00	99.67	266,399.03
Debt Service 2017	822,374.65	0.00	0.00	307.67	822,682.32
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,817,738.95	0.00	0.00	1,054.17	2,818,793.12
Capital Projects 2018	8,470,308.98	0.00	1,074,304.32	2,772.53	7,398,777.19
Capital Projects 2019	48,630,596.59	0.00	59,520.38	18,172.40	48,589,248.61
Debt Service 2019	1,326,140.31	0.00	0.00	496.16	1,326,636.47
Debt Service Capitalized Interest 2019	3,022,178.95	0.00	0.00	1,130.66	3,023,309.61
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,309.98	0.00	0.00	2.43	5,312.41
Workers' Comp	373,559.09	0.00	75,000.00	136.87	298,695.96
Property Tax Fund	34,011.23	0.00	0.00	15.59	34,026.82
General Fund	2,736,875.76	0.00	0.00	1,254.64	2,738,130.40
Food Service Fund	95,700.59	0.00	0.00	43.87	95,744.46
Debt Service Series 1996	324.39	0.00	0.00	0.15	324.54
Capital Project Series 1998	740.98	0.00	0.00	0.34	741.32
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	406.20	0.00	0.00	0.19	406.39
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	18.01	0.00	0.00	0.01	18.02
Capital Projects 2015	53.92	0.00	0.00	0.02	53.94
Debt Service Series 2015	381.88	0.00	0.00	0.18	382.06
Capital Projects 2017	26,199.94	0.00	0.00	12.01	26,211.95
Capital Projects 2018	75,874,028.61	0.00	9,432,458.18	32,889.20	66,474,459.63
Debt Service Series 2018	3,076,734.22	0.00	0.00	1,410.44	3,078,144.66
Capital Projects 2019	30,222,975.62	0.00	0.00	13,854.82	30,236,830.44
MBIA Texas CLASS Fund					
General Account	16,431,993.47	0.00	0.00	14,815.17	16,446,808.64
Capital Project Series 1998	968.81	0.00	0.00	0.89	969.70
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	2,838,657.20	0.00	19,508.59	2,552.59	2,821,701.20
Debt Service 2015	830.86	0.00	0.00	0.76	831.62
Capital Projects 2017	19,129,999.00	0.00	0.00	8,248.28	19,138,247.28
Capital Projects 2019	15,130,439.78	0.00	91,244.89	13,636.77	15,052,831.66
TEXSTAR					
Capital Projects Series 2007	785.46	0.00	0.00	0.30	785.76
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,024,080.08	0.00	18,325.00	373.95	1,006,129.03
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,854.99	0.00	0.00	1.79	4,856.78
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,655.37	0.00	0.00	0.98	2,656.35
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	5,358,025.99	0.00	1,486,184.97	1,582.36	3,873,423.38
Capital Projects 2018	76,414,226.17	0.00	697,452.04	27,911.22	75,744,685.35
Debt Service 2018	3,730,529.25	0.00	0.00	1,363.56	3,731,892.81
Debt Service 2019	3,021,480.18	0.00	0.00	1,104.38	3,022,584.56
Capital Projects 2019	37,264,921.90	0.00	204,912.92	13,568.81	37,073,577.79
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,064,843.44	0.00	0.00	720.36	1,065,563.80
Capital Projects Series 2008	149.13	0.00	0.00	0.10	149.23
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,692.21	0.00	0.00	75.56	111,767.77
Capital Projects Series 2014B	579,864.39	0.00	44,779.68	370.17	535,454.88
Debt Service 2015	114.75	0.00	0.00	0.08	114.83
Capital Projects 2015	5,983,020.01	0.00	142,902.52	4,042.99	5,844,160.48
Capital Projects 2017	138.71	0.00	0.00	0.09	138.80
Capital Projects 2018	29,611,250.62	0.00	612,306.46	19,939.65	29,018,883.81
Debt Service 2018	1,866,786.25	0.00	0.00	1,262.87	1,868,049.12
Capital Projects 2019	15,115,176.03	0.00	0.00	10,225.30	15,125,401.33

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.46	\$74,395.14
LONE STAR ACCOUNT INTEREST	0.56	\$49,620.76
MBIA TEXAS CLASS ACCOUNT INTEREST	1.10	\$39,254.46
TEXSTAR ACCOUNT INTEREST	0.44	\$45,907.35
TEXAS TERM/DAILY ACCOUNT INTEREST	0.83	\$36,637.17
TOTAL CURRENT MONTH EARNINGS		\$245,814.88
EARNINGS 9-01-19 THRU 3-31-20		\$5,176,272.65
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$5,422,087.53

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 16.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

The Digital Learning Department is requesting a budget change to purchase E-Books for campus libraries.

199-53	Data Processing Services	(40,000.00)
199-12	Instr. Resources & Media Services	40,000.00

The Offices of Chief Financial Officer and Chief Academic Officer, and the Special Education and Technology Departments are requesting a budget change to purchase additional cameras and to upgrade the network infrastructure at Powell Point Elementary.

199-36	Co-curricular/Extra-curricular Activities	(45,000.00)
199-53	Data Processing Services	25,000.00
199-52	Security & Monitoring Services	20,000.00

**8.B.#3. – PLANNING
BOARD REPORT
MAY 21, 2020**

CONSIDER APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

RECOMMENDATION:

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series.

IMPACT/RATIONALE:

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds is attached. The Order authorizes the District to issue one or more series of refunding bonds over the next year in order to achieve present value debt service savings and/or provide long-term financing at fixed rates for currently outstanding variable rate debt of the District. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the total principal amount of Bonds to be issued from time to time pursuant to this Order (a) to provide funds for the refunding of the variable rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$90,000,000; and (b) to provide funds for the refunding of the fixed rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$121,230,000. The total combined principal amount of Bonds issued under this Order shall not exceed \$211,230,000;
- each series of Bonds may be designated as “green bonds”, Taxable Bonds, or Tax-Exempt Bonds;
- the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- the refunding of any fixed rate Refunded Bonds shall produce a net present value debt service savings of at least 5% of the principal amount of the fixed rate Refunded Bonds; this parameter does not apply to the variable rate Refunded Obligations;
- the sale of the Bonds shall produce a true interest cost to the District that does not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;
- no Bond shall mature more than 40 years from the date of delivery thereof; and
- the Pricing Certificate for the Bonds shall indicate the amount of refunding authority that remains available to the District under Section 3.01 following the issuance of the Bonds approved in the Pricing Certificate.

Representatives from Post Oak Municipal Advisors and Bracewell LLP will be available to answer questions.

Note: The Board will also consider an order authorizing the conversion of the District’s outstanding variable rate bonds. The two orders are being considered together to give the District flexibility to pursue a refunding at fixed rates or to convert the variable rate bonds to a new term rate period based on market considerations and other factors including the impact of the action on the District’s long-term debt profile. If a determination is made that market conditions favor refunding the variable rate debt into a long-term fixed rate, there will not be a conversion of the bonds into a new term rate period.

PROGRAM DESCRIPTION:

It is required that the Board of Trustees approve the Order authorizing the sale of the bonds. The underwriting team previously approved by the Board of Trustees will remain in place for this transaction. The underwriting team has the ability to assess the District’s goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The District’s financial advisory firm, Post Oak Municipal Advisors, will also assist the District with the sale of the refunding bonds.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

ORDER
AUTHORIZING THE ISSUANCE OF
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: May 21, 2020

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

WHEREAS, there are presently outstanding certain obligations of Lamar Consolidated Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Obligation Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations, and to accomplish such refunding or defeasance by depositing directly with a issuing and paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the District desires to authorize the execution of one or more escrow agreements or deposit agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the Board hereby finds and determines that the refunding of the fixed rate Refunded Obligations (as defined herein) as contemplated in this Order will benefit the District by providing net present value debt service savings to the District, and that such benefit constitutes valid public purpose and is sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the variable rate Refunded Obligations as contemplated in this Order will benefit the District by providing long-

term financing at fixed rates thereby reducing interest rate risk and market risk as well as the total amount of variable rate debt outstanding, and that such benefit constitutes valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the manner in which the refunding of the variable rate Refunded Obligations is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2); and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time, and

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

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer (as hereinafter defined); and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act; NOW, THEREFORE

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

“Acts” means Chapter 1207 and Chapter 1371.

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

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

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

“Bond Counsel” means Bracewell LLP.

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

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

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

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

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

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

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

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate.

“Escrow Agreement” means one or more escrow agreements by and between the District and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund or funds established by the Escrow Agreement(s) to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, unless the orders authorizing the Refunded Obligations contain further limitations on such securities, in which case only the securities authorized under such orders shall constitute Escrow Securities.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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

“Initial Bond” means the Initial Bond for each series of Bonds authorized by Section 3.04(d).

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

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

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

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

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

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

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means those unlimited tax bonds designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

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

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

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

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

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

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

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

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

“State” means the State of Texas.

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

“Taxable Bonds” shall mean the Bonds designated as Taxable Bonds in the applicable Pricing Certificate.

“Tax-Exempt Bonds” shall mean the Bonds designated as Tax-Exempt Bonds in the applicable Pricing Certificate.

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

“Underwriters” mean the underwriters named in the Purchase Contract for a series of Bonds.

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

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

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

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

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

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

ARTICLE II

SECURITY FOR THE BONDS

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

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

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The Bonds, which may be designated “Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds” or have such other series designations or titles as may be designated in the Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries as may be designated in the Pricing Certificate(s), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order (a) to provide funds for the refunding of the variable rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$90,000,000; and (b) to provide funds for the refunding of the fixed rate Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$121,230,000. The total combined principal amount of Bonds issued under this Order shall not exceed \$211,230,000.

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

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

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

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

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

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

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

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

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

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

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

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before

the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

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

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

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

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

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

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

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

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

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

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

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

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice

or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

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

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

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

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

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

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

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

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

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

to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bonds for the purpose of payment of Debt Service on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

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

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

Section 4.03. Mandatory Sinking Fund Redemption. The Bonds designated as “Term Bonds” in a Pricing Certificate (“Term Bonds”), if any, shall be subject to scheduled mandatory redemption as may be designated and provided for in a Pricing Certificate.

Section 4.04. Partial Redemption. (a) Unless otherwise provided in a Pricing Certificate, if less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02, conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar

instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

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

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

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

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties and responsibilities of the District and the Paying Agent/Registrar, and the Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution

and delivery by the President or Vice President and Secretary of the Board of one or more Paying Agent/Registrar Agreements.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State to accompany the Initial Bond for each series of Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee (which shall appear only on the bonds guaranteed by the Permanent School Fund) (i) shall be substantially in the form set forth in Exhibit A-1 or A-2, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or

required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

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

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold from time to time to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the District, from time to time, in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold; the title, number and designation of each series or subseries of Bonds to be issued from time to time; whether each series of Bonds will be designated as “green bonds;” whether the Bonds will be issued as Taxable Bonds or Tax-Exempt Bonds; the form in which the Bonds shall be issued; the years and dates on which the Bonds will mature, the principal amount to mature in each of such years and the defeasance provisions for the Bonds; selecting the specific maturities or series of Refunded Obligations to be refunded by each series of Bonds from the list of Refunded Obligation Candidates; the aggregate principal amount of Refunded Obligations; the aggregate principal amount of Bonds to be issued by the District; the rate of interest to be borne by each maturity of the Bonds; the Interest Payment Dates; the dates, prices, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption; the verification agent, if any; the selection of Underwriters; and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in one or more Pricing

Certificates, a form of which is attached hereto as Exhibit A-1 for Bonds issued as Tax-Exempt Bonds or as Exhibit A-2 for Bonds issued as Taxable Bonds, as may be amended by the Authorized Officer; subject to the following conditions:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the Bonds shall not bear interest at a rate greater than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;

(iii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 for refunding purposes shall not exceed the limits described in Section 3.01;

(iv) the Pricing Certificate for each series of bonds shall indicate the amount of authority remaining under Section 3.01 of this Order, if any, following the issuance of such series of Bonds;

(v) the refunding of any fixed rate Refunded Obligations shall produce a net present value debt service savings of at least 5.00% of the principal amount of the fixed rate Refunded Obligations being refunded with such series of Bonds (for purposes of clarity, the savings parameter contained in this subsection does not apply to the refunding of variable rate Refunded Obligations, which is being undertaken in order to provide for long-term financing); and

(vi) no Bond shall mature more than 40 years from the date of delivery thereof.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District one or more Purchase Contracts providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer.

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

(d) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m., Central time, on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. Bonds sold pursuant to a Purchase Contract executed on or prior to such expiration date may be delivered after such expiration date.

(e) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds, including, without limitation, qualifying

the Bonds as “green bonds” to the extent such qualification is required. The Initial Bond for each series of Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract for each series of Bonds.

(f) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District one or more “Preliminary Official Statements,” to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Official Statement(s) are “deemed final” Preliminary Official Statement(s) as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Preliminary Official Statement”). The use and distribution of one or more Preliminary Official Statements in the public offering of the Bonds by the Underwriters is hereby authorized. The Authorized Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, in accordance with the District’s Disclosure Strategy, one or more final Official Statements (each an “Official Statement”), (ii) to use and distribute or authorize the use and distribution of one or more Official Statements, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriters. Each Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale thereof.

(g) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 7.02. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by Texas law, including specifically the Public Funds Investment Act and the District’s investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Texas Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

Section 7.03. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bond for each series of Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of

the Authorized Officer, or, in his or her absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

Section 8.03. Taxable Bonds. Bonds designated as Taxable Bonds will not constitute obligations described in section 103(a) of the Code.

Section 8.04. Federal Tax Matters for Tax-Exempt Bonds.

(a) General. The District covenants not to take any action or omit to take any action, that if taken or omitted, would cause the interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Tax-Exempt Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Tax-Exempt Bonds (including investment income) and the property financed, directly or indirectly with such proceeds so that the Tax-Exempt Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Tax-Exempt Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Tax-Exempt Bonds (including investment income) and regulate the investment of such proceeds of the Tax-Exempt Bonds so that the Tax-Exempt Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Tax-Exempt Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Tax-Exempt Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to (i) the expenditure of the proceeds (including investment income) of the Tax-Exempt Bonds and the Refunded Obligations being refunded with the proceeds of the Tax-Exempt Bonds and (ii) the use of the property financed, directly or indirectly, thereby until three years after the last Tax-Exempt Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

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

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the District, this Order serves as the District’s official declaration of intent to use proceeds of the Tax-Exempt Bonds to reimburse itself from proceeds of the Tax-Exempt Bonds issued in the maximum amount authorized by this Order for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates

is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE X

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 10.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President or Vice President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the issuing and paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver one or more deposit agreements in connection with such deposits.

Section 10.03. Redemption and Defeasance of Refunded Obligations. The discharge, defeasance, redemption and/or payment of the Refunded Obligations shall be carried out pursuant to the terms and provisions of this Order and the Pricing Certificate. The Refunded Obligations shall be defeased and/or paid as required by the order authorizing such Refunded Obligations. Following the adoption of this Order and prior to the execution of the Pricing Certificate, the Authorized Officer is hereby authorized to deliver a notice of redemption to the paying agent/registrar for any of the Refunded Obligation Candidates if required under the plan of finance, and the paying agent/registrar for the such Refunded Obligation Candidates is hereby authorized and directed to provide notice of such redemption. The Board hereby authorizes and directs the Authorized Officer to take all necessary steps to redeem and defease the Refunded Obligations and use proceeds of the Bonds and other available revenues of the District to pay the principal of, redemption premium, if any, and interest on the respective redemption dates or payment dates set forth in the Pricing Certificate.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

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

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2020, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

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

Section 12.02. Event Notices.

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

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

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other

proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

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

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 12.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

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

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

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the

amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.04. Amendments to the Rule. In the event the Authorized Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order. If changes are made to the Order pursuant to this Section, the Order, as revised, shall be included in the District's records.

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 13.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on May 21, 2020.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

The Authorized Officer may select the specific maturities and series of unlimited tax bonds constituting the Refunded Obligations from the following series of the District's outstanding unlimited tax bonds:

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2012A

Unlimited Tax Refunding Bonds, Series 2012B

Unlimited Tax Refunding Bonds, Series 2013

Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A

Unlimited Tax Schoolhouse Bonds, Series 2014B

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015

Unlimited Tax Refunding Bonds, Series 2016A

Unlimited Tax Refunding Bonds, Series 2016B

Unlimited Tax Schoolhouse Bonds, Series 2017

Unlimited Tax Schoolhouse Bonds, Series 2018

Unlimited Tax Schoolhouse Bonds, Series 2019

EXHIBIT A-1

FORM OF PRICING CERTIFICATE FOR TAX-EXEMPT BONDS

Re: Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series _____ (the "Bonds")

I, the undersigned Chief Financial Officer of the Lamar Consolidated Independent School District (the "District"), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on May 21, 2020 (the "Order") authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 7.01 of the Order, I have acted on behalf of the District in selling the Bonds to _____ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the "Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series _____." The Bonds shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 of the Order.

B. The Bonds shall have a Dated Date of _____, and the Closing Date is scheduled for _____, 2020. The Record Date for the Bonds shall be the _____ day of the month next preceding an Interest Payment Date.

C. The Bonds shall bear interest from the later of the [Dated/Closing] Date or the most recent Interest Payment Date to which interest has been paid or provided for, payable on each _____ and _____ commencing _____, 20__, until stated maturity or prior redemption. The Bonds shall mature on _____ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	_____%	20__	\$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

D. The Refunded Obligations to be refunded and/or defeased with a portion of the proceeds of the Bonds (the "Refunded Obligations") are set forth in Schedule I attached hereto. The Refunded Obligations are hereby called for redemption on the dates set forth in Schedule I hereto. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

E. As shown in the saving schedule attached hereto as Schedule II, the refunding of the fixed rate Refunded Obligations by Taxable Bonds resulted in a net present value debt service savings of approximately \$_____, representing a net present value debt service savings of approximately _____% of the principal amount of the fixed rate Refunded Obligations.

F. The Bonds are [not] subject to optional [and mandatory] redemption as set forth in Attachment A.

G. Following the issuance of the Bonds under the Order, \$_____ in refunding bond authority remains under Section 3.01(a) of the Order; and \$_____ in refunding bond authority remains under Section 3.01(b) of the Order.

H. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Order. The District has reserved the right to issue all remaining authority available under the Order following the issuance of the Bonds.

I. The proceeds of the Bonds shall be applied as follows:

i. The amount of \$_____, consisting of \$_____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$_____ and available funds of the District in the amount of \$_____, shall be used for the refunding and defeasance of the Refunded Obligations;

ii. Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay the costs of issuing the Bonds;

iii. Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay underwriter's discount; [and]

iv. [Premium received from the sale of the Bonds in the amount of \$_____, consisting of the rounding amount, shall be deposited to the interest and sinking fund designated for the Bonds; and]

v. Any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the interest and sinking fund designated for the Bonds.

J. In accordance with Section 12.01(a) of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under Tables _____.

K. _____ is hereby designated as Paying Agent/Registrar for the Bonds.

L. _____ is hereby designated as the Escrow Agent for the Bonds.

M. [_____, is hereby designated as Verification Agent for the Bonds.]

N. [The purchase of Escrow Securities from _____ is hereby approved.]

O. [The Deposit Agreement between the District and _____ is hereby approved.]

P. The Purchase Contract between the Underwriters and the District with respect to the Bonds is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the District.

[Signature Page Follows]

Executed this _____, 2020.

Authorized Officer
Lamar Consolidated Independent School District

*Signature Page to Pricing Certificate
Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds,
Series _____*

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

SCHEDULE II

SCHEDULE OF SAVINGS

corporate trust office of _____⁵ (the “Paying Agent/Registrar”), or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor paying agent/registrant, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the _____⁶ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is [dated as of _____⁷ and is] one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$_____⁸, (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for (i) the refunding of certain outstanding obligations of the District and (ii) to pay the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

[This Bond is not subject to redemption prior to maturity.]⁹

[The District has reserved the option to redeem the Bonds maturing on and after ¹⁰, in whole or, from time to time, in part before their respective scheduled maturity dates, on ¹¹, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]
¹²

[Bonds maturing on ¹³ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u> ¹⁴ Term Bonds Maturing ¹⁵</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
<u> ¹⁶</u>	<u> ¹⁷</u>

The Paying Agent/Registrar will select for redemption by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]¹⁸

[Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of

⁹ Delete if Bonds are subject to redemption prior to maturity.
¹⁰ Insert from Pricing Certificate.
¹¹ Insert from Pricing Certificate.
¹² Delete if Bonds are not subject to redemption prior to maturity.
¹³ Insert from Pricing Certificate.
¹⁴ Insert from Pricing Certificate.
¹⁵ Insert from Pricing Certificate.
¹⁶ Insert from Pricing Certificate.
¹⁷ Insert from Pricing Certificate.
¹⁸ Delete if Term Bonds are not issued.

the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]¹⁹

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

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and

¹⁹ Delete if Bonds are not subject to redemption prior to maturity.

proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

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

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

[Vice]²⁰ President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

_____²¹,
as Paying Agent/Registrar

Date: _____

By: _____

²⁰ Delete if the President of the Board executes the Bonds.

²¹ Insert from Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(d) Statement of Permanent School Fund Guarantee.

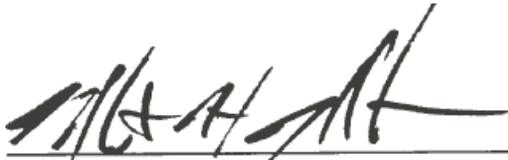
The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Refunding Bonds, Series _____²², dated _____²³, in the principal amount of \$ _____²⁴ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

(e) The Initial Bond for each series of Bonds shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be

²² Insert from Pricing Certificate.

²³ Insert from Pricing Certificate.

²⁴ Insert from Pricing Certificate.

inserted: “on _____²⁵ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond for each series of Bonds shall be numbered I-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for each series of Bonds:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

²⁵ Insert from Pricing Certificate.

EXHIBIT A-2

FORM OF PRICING CERTIFICATE FOR TAXABLE BONDS

Re: Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Taxable Series ____ (the "Bonds")

I, the undersigned Chief Financial Officer of the Lamar Consolidated Independent School District (the "District"), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on May 21, 2020 (the "Order") authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 7.01 of the Order, I have acted on behalf of the District in selling the Bonds to _____ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the "Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Taxable Series ____." The Bonds shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 of the Order.

B. The Bonds shall have a Dated Date of _____, and the Closing Date is scheduled for _____, 2020. The Record Date for the Bonds shall be the _____ day of the month next preceding an Interest Payment Date.

C. The Bonds shall bear interest from the later of the [Dated/Closing] Date or the most recent Interest Payment Date to which interest has been paid or provided for, payable on each _____ and _____ commencing _____, 20__, until stated maturity or prior redemption. The Bonds shall mature on _____ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	_____%	20__	\$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

D. The Refunded Obligations to be refunded and/or defeased with a portion of the proceeds of the Bonds (the "Refunded Obligations") are set forth in Schedule I attached hereto. The Refunded Obligations are hereby called for redemption on the dates set forth in Schedule I hereto. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

E. As shown in the saving schedule attached hereto as Schedule II, the refunding of the fixed rate Refunded Obligations by Taxable Bonds resulted in a net present value debt service savings of approximately \$_____, representing a net present value debt service savings of approximately _____% of the principal amount of the fixed rate Refunded Obligations.

F. The Bonds are [not] subject to optional [and mandatory] redemption as set forth in Attachment A.

G. The following partial redemption provisions replace those contained in Section 4.04 of the Order:

If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the District shall determine the maturity or maturities and the amounts thereof to be redeemed, and if less than the entire maturity is redeemed (or mandatory redemption amounts within a Term Bond), the District shall direct the Paying Agent/Registrar to redeem the Bonds of such maturity on a Pro Rata basis to each Owner in whose name such Bonds are registered on the Record Date immediately preceding the redemption date.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of the Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

“Pro Rata” is determined in connection with any mandatory sinking fund redemption or partial optional redemption by multiplying the principal amount of the Bonds of such maturity to be redeemed on the applicable redemption date by a fraction, the numerator of which is equal to the principal amount of the Bonds of such maturity owned by an Owner, and the denominator of which is equal to the amount of the Bonds of such maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral of \$5,000, provided that the portions of the Bonds being redeemed are required to be in authorized denominations, and all Bonds of a maturity to remain outstanding following any redemption are required to be in authorized denominations.

H. Following the issuance of the Bonds under the Order, \$_____ in refunding bond authority remains under Section 3.01(a) of the Order; and \$_____ in refunding bond authority remains under Section 3.01(b) of the Order.

I. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Order. The District

has reserved the right to issue all remaining authority available under the Order following the issuance of the Bonds.

J. The proceeds of the Bonds shall be applied as follows:

i. The amount of \$_____, consisting of \$_____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$_____ and available funds of the District in the amount of \$_____, shall be used for the refunding and defeasance of the Refunded Obligations;

ii. Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay the costs of issuing the Bonds;

iii. Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay underwriter’s discount; [and]

iv. [Premium received from the sale of the Bonds in the amount of \$_____, consisting of the rounding amount, shall be deposited to the interest and sinking fund designated for the Bonds; and]

v. Any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the interest and sinking fund designated for the Bonds.

K. In accordance with Section 12.01(a) of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under Tables _____.

L. _____ is hereby designated as Paying Agent/Registrar for the Bonds.

M. _____ is hereby designated as the Escrow Agent for the Bonds.

N. [_____, is hereby designated as Verification Agent for the Bonds.]

O. [The purchase of Escrow Securities from _____ is hereby approved.]

P. [The Deposit Agreement between the District and _____ is hereby approved.]

Q. The Purchase Contract between the Underwriters and the District with respect to the Bonds is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the District.

[Signature Page Follows]

Executed this _____, 2020.

Authorized Officer
Lamar Consolidated Independent School District

*Signature Page to Pricing Certificate
Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds,
Taxable Series _____*

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

SCHEDULE II

SCHEDULE OF SAVINGS

ATTACHMENT A

FORM OF BOND

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
TAXABLE SERIES 1

		<u>[CLOSING/DATED]</u>	
<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATE:</u>	<u>CUSIP NO.:</u>
_____ %	_____	_____	_____

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the [Closing/Dated Date] specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on 2 and 3 of each year, commencing 4 .

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the

¹ Insert from Pricing Certificate.
² Insert from Pricing Certificate.
³ Insert from Pricing Certificate.
⁴ Insert from Pricing Certificate.

corporate trust office of ____⁵ (the “Paying Agent/Registrar”), or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor paying agent/registrant, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the ____⁶ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is [dated as of ____⁷ and is] one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$____⁸, (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for (i) the refunding of certain outstanding obligations of the District and (ii) to pay the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

[This Bond is not subject to redemption prior to maturity.]⁹

[The District has reserved the option to redeem the Bonds maturing on and after ¹⁰ , in whole or, from time to time, in part before their respective scheduled maturity dates, on ¹¹ , or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, in such order of their maturity as the District shall determine (and if in part within a maturity, on a Pro Rata (as defined below) basis within such maturity).]¹²

[Bonds maturing on ¹³ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u> ¹⁴ </u> Term Bonds Maturing <u> ¹⁵ </u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
<u> ¹⁶ </u>	<u> ¹⁷ </u>

Mandatory redemptions of the Term Bonds will be made on a Pro Rata basis to each Owner in whose name such Term Bonds are registered on the Record Date immediately preceding the mandatory sinking fund redemption date. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

If less than all of the Outstanding Term Bonds of a maturity are optionally redeemed as provided above, then following the Pro Rata reduction of the redeemed Bonds among the bondholders, the District shall direct the Paying Agent/Registrar to proportionately reduce the principal amount of each of the remaining mandatory sinking fund redemption amounts for such mandatory sinking fund redemption dates

“Pro Rata” is determined in connection with any mandatory sinking fund redemption or partial optional redemption by multiplying the principal amount of the Bonds of such maturity to be redeemed on the applicable redemption date by a fraction, the numerator of which is equal to the principal amount of the Bonds of such maturity owned by an Owner, and the denominator of

⁹ Delete if Bonds are subject to redemption prior to maturity.
¹⁰ Insert from Pricing Certificate.
¹¹ Insert from Pricing Certificate.
¹² Delete if Bonds are not subject to redemption prior to maturity.
¹³ Insert from Pricing Certificate.
¹⁴ Insert from Pricing Certificate.
¹⁵ Insert from Pricing Certificate.
¹⁶ Insert from Pricing Certificate.
¹⁷ Insert from Pricing Certificate.

which is equal to the amount of the Bonds of such maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral of \$5,000, provided that the portions of the Bonds being redeemed are required to be in Authorized Denominations, and all Bonds of a maturity to remain outstanding following any redemption are required to be in Authorized Denominations.]¹⁸

[Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]¹⁹

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

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

¹⁸ Delete if Term Bonds are not issued.

¹⁹ Delete if Bonds are not subject to redemption prior to maturity.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

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

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

[Vice]²⁰ President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

²⁰ Delete if the President of the Board executes the Bonds.

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

21,
as Paying Agent/Registrar

Date: _____

By: _____

²¹ Insert from Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(d) Statement of Permanent School Fund Guarantee.

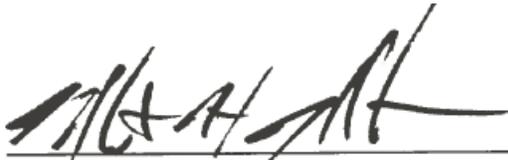
The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Refunding Bonds, Taxable Series _____²², dated _____²³, in the principal amount of \$ _____²⁴ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

(e) The Initial Bond for each series of Bonds shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be

²² Insert from Pricing Certificate.

²³ Insert from Pricing Certificate.

²⁴ Insert from Pricing Certificate.

inserted: “on _____²⁵ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond for each series of Bonds shall be numbered I-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for each series of Bonds:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

²⁵ Insert from Pricing Certificate.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the 21st day of May, 2020, [at the regular meeting place thereof]/[by video conference pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act], and the roll was called of the duly constituted officers and members of said Board, to wit:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Trustee
Alex Hunt	Trustee
Jon Welch	Trustee
Joy Williams	Trustee

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

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

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

to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code [and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act].

SIGNED AND SEALED this 21st day of May, 2020.

[SEAL]

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

CONSIDER APPROVAL OF ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CISD VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A (THE “SERIES 2014A BONDS”) INTO A NEW TERM RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

RECOMMENDATION:

That the Board of Trustees approve the Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the “Series 2014A Bonds”) into a New Term Rate Period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto.

IMPACT/RATIONALE:

The voters of Lamar CISD authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. As part of the voted authorization, the District sold \$90,000,000 in bonds as variable rate soft put bonds (Lamar CISD Variable Rate Unlimited Tax School Building Bonds, Series 2014A (the “Bonds”). The issuance of the Bonds as soft put bonds allowed the District to take advantage of low short-term interest rates and provided the District with the flexibility to pay off the Bonds when merited.

The Bonds were issued with an Initial Rate Period of two years and an Initial Rate of 2.00%. Pursuant to the terms of the Order Authorizing the Issuance of the Bonds (the “Original Order”), the District was obligated to convert the Bonds from the Initial Rate Period to a different Rate Period on August 15, 2016. As a result of the initial remarketing, an interest rate of 1.05% was achieved for the Term Rate Period that ended on August 14, 2018. On August 7, 2018, the bonds were remarketed and converted to a Term Rate Period of two years ending on August 16, 2020 with an interest rate of 1.95%.

Pursuant to the terms of the Original Order as supplemented by the Conversion Orders adopted by the District in 2016 and 2018 (collectively, the “Order”), the District is now obligated to use its best efforts to cause the outstanding Bonds to be converted from the current Term Rate Period to a new Rate Period on August 17, 2020. This conversion will result in the variable interest rate being reset for the duration of the new Rate Period selected by the District. The Conversion Order authorizes a term rate period of up to ten years in order to provide additional flexibility in the event market conditions make a longer term-rate period attractive.

Note: The Board will also consider the approval of a refunding order that would allow the District to refund the Series 2014A Bonds with fixed rate bonds if market conditions are favorable. In the event such refunding bonds are issued, the bonds would not be remarketed under this Conversion Order.

PROGRAM DESCRIPTION:

The Order requires the Board of Trustees to make certain determinations and authorizations in connection with the remarketing. A Conversion Order is the mechanism by which the Board of Trustees takes that action. The Conversion Order contains the following Board actions: (i) provides for the conversion of the Bonds into a Term Rate Period with an end date not later than August 14, 2030, (ii) confirms a Stepped Rate and Maximum Rate for the Bonds as provided in the Original Order, but provides the Pricing Officer with the authority to lower the Stepped Rate and/or the Maximum Rate if market conditions would allow for such a reduction, (iii) authorizes the Pricing Officer to establish the optional redemption provisions for the Bonds during the new Term Rate Period in response to market conditions, (iv) authorizes the preparation of a remarketing memorandum to be used in connection with the remarketing of the Bonds, (v) amends the continuing disclosure agreement to address new regulatory requirements, and (vi) confirms the appointment of a Remarketing Agent for the Bonds and authorizes the Pricing Officer to approve the fees of the Remarketing Agent as provided in the Remarketing Agreement. Pursuant to the terms of the Order, the Superintendent and Chief Financial Officer are the Pricing Officers authorized to establish final terms of the remarketing.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

ORDER

AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

Adopted: May 21, 2020

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ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Lamar Consolidated Independent School District (the “District”) has previously issued and there remains outstanding the District’s Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the “Bonds”); and

WHEREAS, the Bonds were authorized to be issued pursuant to an order adopted by the Board of Trustees of the District (the “Board”) on February 20, 2014 (together with the Officer’s Pricing Certificate relating to the Bonds and executed pursuant thereto on April 22, 2014, the “Original Order”), which was amended by the 2016 Conversion Order (as defined below) (the Original Order, as amended by the 2016 Conversion Order, the “Bond Order”); and

WHEREAS, pursuant to the terms of the Original Order, an order adopted by the Board on May 19, 2016, and an Officer’s Pricing Certificate executed by a Pricing Officer pursuant thereto on August 9, 2016, for the Bonds (together, the “2016 Conversion Order”), the Original Order was amended and the Bonds were converted to a Term Rate Period that expired on August 14, 2018; and

WHEREAS, pursuant to the terms of the Bond Order, an order adopted by the Board on May 17, 2018, and an Officer’s Pricing Certificate executed by a Pricing Officer pursuant thereto on August 7, 2018, for the Bonds (together, the “2018 Conversion Order”), the Bonds currently bear interest in a Term Rate Period that expires on August 16, 2020, and are subject to mandatory tender for purchase on August 17, 2020; and

WHEREAS, pursuant to the terms of the Bond Order, the District is obligated to use its best efforts to cause the Bonds to be converted to a new Term Rate Period or a different Rate Period on August 17, 2020; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District to approve and authorize the conversion of the Bonds from the existing Term Rate Period to a new Term Rate Period, and the District desires to delegate authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion, all as more particularly set forth herein; and

WHEREAS, the Board further desires to authorize the preparation and distribution of a remarketing memorandum to be used in connection with such conversion and remarketing of the Bonds, and to confirm the appointment of BOK Financial Securities, Inc. as the Remarketing Agent for the Bonds;

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless defined in the recitals to this Conversion Order or unless the context shall require otherwise, all capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Bond Order.

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

Section 1.03. Interpretation.

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

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

Section 1.04. Authority for this Conversion Order. This Conversion Order is adopted pursuant to the provisions of Chapter 45 of the Texas Education Code and Chapter 1371 of the Texas Government Code.

Section 1.05. Bond Order to Remain in Force. Except as modified by this Conversion Order or the Conversion Pricing Certificate (as defined in Section 2.01(f) hereof), the Bond Order shall remain in full force and effect with respect to the Bonds, and the other matters covered therein. Any modifications to the Bond Order made by this Conversion Order or the Conversion Pricing Certificate shall be effective upon the conversion of the Bonds to the Term Rate Period as authorized herein.

ARTICLE II
AUTHORIZATION; CONVERSION OF THE BONDS

Section 2.01. Approval and Authorization for Conversion of the Bonds.

(a) Pursuant to the applicable provisions of the Bond Order, on the mandatory tender date (being August 17, 2020) for the Bonds, the District hereby approves and authorizes the conversion of the Bonds from the existing Term Rate Period to a new Term Rate Period, which new Term Rate Period shall commence on the Term Rate Conversion Date (being August 17, 2020) and end on the date specified in the Conversion Pricing Certificate that is not later than August 14, 2030 (the last day of the new Term Rate Period), and no Liquidity Agreement or Liquidity Facility shall be provided for the Bonds upon such conversion to the new Term Rate Period. Pursuant to the terms of the Bond

Order, the Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such new Term Rate Period.

(b) Upon the conversion of the Bonds to the new Term Rate Period as approved and authorized herein, the Bonds shall have such terms as set forth in the Bond Order, except as modified by this Conversion Order and the Conversion Pricing Certificate.

(c) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, the Maximum Rate for the Bonds for the new Term Rate Period authorized herein shall remain 9.00%. Notwithstanding the foregoing, the Pricing Officer shall not increase the Maximum Rate to a rate that is above 9.00%.

(d) The Stepped Rate for the Bonds (which is currently 7.00%) for the new Term Rate Period authorized herein shall be established in the Conversion Pricing Certificate and shall not exceed the Maximum Rate for the Bonds.

(e) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, the Bonds shall be subject to redemption at the option of the District as provided in Article V of the Bond Order.

(f) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Bond Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Bonds, including determining any changes to the Maximum Rate, Stepped Rate and optional redemption provisions for the Bonds upon the conversion thereof to the new Term Rate Period as approved and authorized herein and all other matters relating to the remarketing and conversion of the Bonds, including making changes to the Form of Bond for the Bonds in connection with the conversion. Any determinations by the Pricing Officer shall be set forth in Officer's Pricing Certificate (the "Conversion Pricing Certificate") delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Bonds to the new Term Rate Period approved and authorized herein. The Pricing Officer may execute the Conversion Pricing Certificate in connection with the conversion of the Bonds as approved and authorized herein. Any finding or determination by the Pricing Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Bonds to a new Term Rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Bond Order, and the Pricing Officer and all other employees and officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Bonds, all as more particularly set forth in Section 3.07 hereof.

Section 2.02. Remarketing Memorandum. The District hereby authorizes the preparation of a remarketing memorandum or other disclosure document (the "Remarketing Memorandum") for use in the remarketing of the Bonds in connection with the conversion of the

Bonds from a Term Rate Period to a new Term Rate Period as approved and authorized herein, and authorizes the Pricing Officer to deem the Remarketing Memorandum final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The use of the Remarketing Memorandum by the Remarketing Agent (in the form and with such appropriate variations as shall be approved by the Pricing Officer and the Remarketing Agent) is hereby approved and authorized and the proper officials of the District are authorized to execute such Remarketing Memorandum.

Section 2.03. Confirmation of Appointment of Remarketing Agent. The District hereby confirms and ratifies the appointment of BOK Financial Securities, Inc. as the Remarketing Agent for the Bonds, and the Pricing Officer is hereby authorized and directed to approve the fees of the Remarketing Agent as provided under the Remarketing Agreement with respect to the Bonds.

Section 2.04. Amendment to Section 13.02 of the Original Order. Pursuant to the provisions of the Original Order, including Section 14.01(g) of the Original Order, effective on the Conversion Date paragraphs (13) and (14) of Section 13.02(a) are amended and restated and new paragraphs (15) and (16), including the Note to paragraphs (15) and (16), are added to read as follows:

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to these terms, if material;

(14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars; if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

**ARTICLE III
MISCELLANEOUS**

Section 3.01. Benefits of Order. Nothing in this Conversion Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Conversion Order or any provision hereof, this Conversion Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, the Tender Agent, Bond Counsel, the Financial Advisor, the Remarketing Agent, and the Holders.

Section 3.02. Governing Law. This Conversion Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 3.03. Severability. If any provision of this Conversion Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Conversion Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Conversion Order would have been enacted without such invalid provision.

Section 3.04. Public Meeting. It is officially found, determined, and declared that the meeting at which this Conversion Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Conversion Order, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 3.05. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Conversion Order are hereby found to be true, and such recitals are hereby made a part of this Conversion Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3.06. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Conversion Order against any official of the District or any person executing any Bond.

Section 3.07. Further Procedures. The Pricing Officer and all other employees and officers of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Conversion Order, the Bond Order, the conversion and remarketing of the Bonds, the Paying Agent/Registrar Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Remarketing Memorandum. In addition, prior to the conversion and remarketing of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Conversion Order or to any of the instruments authorized and approved by this Conversion Order necessary in order to correct any

ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Conversion Order and as described in the Remarketing Memorandum. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 3.08. Expiration. In the event the District chooses to refund the Bonds under the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Which May be Issued in One or More Series; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto, adopted by the Board on May 21, 2020, then upon the successful redemption of the Bonds, this Conversion Order shall be of no further force and effect.

Section 3.09. Effective Date. This Conversion Order shall be in full force and effect from and upon its adoption.

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PASSED, APPROVED AND EFFECTIVE on May 21, 2020.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the 21st day of May, 2020, [at the regular meeting place thereof]/[by video conference pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act], within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Trustee
Alex Hunt	Trustee
Jon Welch	Trustee
Joy Williams	Trustee

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

ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

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

to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code. [and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act]

SIGNED AND SEALED this 21st day of May, 2020.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

**CONSIDER APPROVAL OF REQUEST FOR 2020 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE SIMONTON SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the 2020 Historic Site Exemption Qualification for the Simonton School.

BACKGROUND INFORMATION:

In accordance with Board Policy CCG (Local), the Simonton School has applied for a historical tax exemption for the taxes to be levied for the 2020-21 school year. For many years, this site has provided benefits to the community surrounding Simonton, Texas.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
Simonton School	34935 FM 1093 Simonton, TX 77476	\$491,230	\$6,484.24

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

Recommended for approval:

Thomas Randle
Dr. Thomas Randle
Superintendent

Simonton School
34935 FM 1093
Simonton, Texas 77476

March1, 2020

To Whom it May Concern:

I pray that you will please again consider granting the Historic Property Tax Exemption for my property located in Simonton, Texas, Ft. Bend County.

Regards,

A handwritten signature in cursive script that reads "Paula Reeder". The signature is written in black ink and is positioned above the printed name.

Paula Reeder

Property Owner

Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B F Terry Blvd. Rosenberg, TX 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2020

Tax Year

STEP 1: Property Owner/Applicant

PALLA K. REEDER

Name of Property Owner

34935 FM 1093 ; (P.O. Box 546)

Mailing Address

SIMONTON, TX 77475-2546

City, State, ZIP Code

Phone (area code and number)

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

Individual Partnership Corporation Other (specify)

PALLA REEDER

Name of Person Preparing this Application

PROPERTY OWNER

Title

06954316 (TDL#)

Driver's License, Personal I.D. Certificate or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number:

* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48 b.

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

SIMONTON SCHOOL
34935 FM 1093 SIMONTON, TX 77476-0546

Address, City, State, ZIP Code

0092 T WESTALL ACRES 1.3313

Legal Description (if known)

R-40143
Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

LCISD
FT. BEND COUNTY GENERAL FUND

FT BEND COUNTY DRAINAGE DISTRICT

STEP 4: Official Historical and Archeological Designations

1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? Yes No

If yes, attach copies of documents reflecting designation.

2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? Yes No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here → PAULLA REELER
Print Name

OWNER
Title

sign here → [Signature]
Authorized Signature

3/1/2020
Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

**DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR 2020 HISTORIC SITE
EXEMPTION QUALIFICATION FOR THE TEAGUE-WADDELL HOUSE**

BACKGROUND INFORMATION:

In accordance with Board Policy CCG (Local), the representative for The Teague-Waddell House has applied for a historic tax exemption for the taxes to be levied for the 2020-21 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
The Teague-Waddell House	1810 Avenue M Rosenberg, TX 77471	\$389,840	\$5,145.89

This property is a 2-story residence built in 1910 with ornate columns and classical revival detailing popular at the time. It was one of several elegant homes that stood along this street, known as Rosenberg’s “Silk Stocking Row” and is said to have had the first sidewalk in the City of Rosenberg in front of it. The Teague-Waddell House is a Texas Registered Historical Landmark and bears the historical marker.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Application for Historic or Archeological Site Property Tax Exemption

Appraisal District's Name: Font Bend Central Appraisal District Phone (area code and number): 281-344-8623
 Address, City, State, ZIP Code: 2801 B F Terry Blvd. Rosenberg TX 77471

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2020

Tax Year

STEP 1: Property Owner/Applicant

Name of Property Owner: John P. Leibowitz
 Mailing Address: 42 Stalybridge St.
Sugar Land TX 77479 Phone (area code and number): 281-265-1125
 City, State, ZIP Code

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

Individual Partnership Corporation Other (specify): _____

Name of Person Preparing this Application: John P. Leibowitz Title: Mr.
 _____ or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number: _____

* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

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FORT BEND C.A.D.

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website: comptroller.texas.gov/taxes/property-tax
50-122 • 03-17/11

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

1810 Avenue M, Rosenberg TX 77471

Address, City, State, ZIP Code

0083-00-000-1890-901

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

2019 - Fort Bend Drainage see attached
2019 - Fort Bend General see attached

STEP 4: Official Historical and Archeological Designations

- 1. Has the property been designated as a Recorded Texas Historic Landmark... [checked] Yes [] No
2. Has the property been designated as a historically or archeologically significant site... [] Yes [] No

STEP 5: Read, Sign, and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here John P. Lebowitz Mr.
Print Name Title

sign here [Signature] 3/28/20
Authorized Signature Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

RECEIVED APR 07 2020 FORT BEND C.A.D.



CURTIS TUNNELL
EXECUTIVE DIRECTOR

TEXAS HISTORICAL COMMISSION

P.O. BOX 12276

AUSTIN, TEXAS 78711

(512)463-6100

April 25, 1989

Jennifer Cichowski
1810 Avenue M
Rosenberg, TX 77471

Dear Ms. Cichowski:

This is to certify that the Teague-Waddell House located at 1810 Avenue M in Rosenberg, Texas is a Recorded Texas Historic Landmark as of March 7, 1979. This designation was approved by the State Marker Committee of the Texas Historical Commission on that date and carries RTHL No. 1811.

If I can be of any further service, please let me know. Thank you for your efforts to preserve Texas' unique history.

Sincerely,

Cindee Langdon
State Marker Program

/crl

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FORT BEND CENTRAL APPRAISAL DISTRICT

Property Owner: R39117 CALEDONIAN ASSOCIATES INC
 Property Address: 1810 AVENUE M, ROSENBERG, TX 77471
 2019 As \$:

2019 GENERAL INFORMATION

Property Status: Active
 Property Type: Real Residential
 Legal Description: 0083 HY SCOTT, ACRES 1.5, (137.4 X 475.52), HISTORIC SITE
 Neighborhood: Abstract Group 7 A
 Account: 0083-00-000-1890-901
 Map Number: A-112-L

2019 OWNER INFORMATION

Owner Name: Caledonian Associates Inc
 Owner ID: O0071126
 Exemptions:
 Percent Ownership: 100%
 Mailing Address: 1810 Avenue M Rosenberg, TX 77471-3509
 Agent: -

2019 VALUE INFORMATION

Improvement Homesite Valu
 Improvement Non-Homesite Valu
 Total Improvement Marke Valu
 Land Homesite Valu
 Land Non-Homesite Valu
 Land Agricultural Market Valu
 Total Land Market Valu
 Total Market Valu
 Agricultural Us
 Total Appraised Valu
 Homestead Cap Los
 Total Assessed Valu



FORT BEND C.A.D.

2019 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CE
C17- City of Rosenberg			\$0	\$386,690 0.415	0
<input checked="" type="checkbox"/> CAD- Fort Bend Central Appraisal District			\$0	\$386,690 0	0
D01- Fort Bend Drainage	HT	\$386,690	\$0	0.0153	0
G01- Fort Bend General	HT	\$386,690	\$0	0.4447	0
S01- Lamar CISD			\$0	\$386,690 1.32	0
SM106- West Fort Bend Management District			\$0	\$386,690 0	0
TOTALS				2.1950	

2019 IMPROVEMENTS

Improvement #1 State Code: A1 - Residential Single Family Houses
 Homesite: Yes
 Total Main Area (Exterior Measured) Marke: 3,146 Sq. Ft \$124,7

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	A IN
1	Main Area	1910	1,706	\$64,930	∨ De
2	Main Area 2nd Story	1910	1,440	\$53,800	∨ De
3	Patio concrete slab	1910	154	\$560	∨ De
4	Open Porch	1910	143	\$2,190	∨ De
5	Patio concrete slab	1910	143	\$520	∨ De

6	Patio Covers	-	720	\$1,820	▼ De
7	Residential Storage	-	200	\$890	▼ De

2019 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	LAND SIZE
1 - Commercial Primary	A1 - Residential Single Family Houses	Yes	\$261,980	\$0	65,340 Sq. ft
TOTALS					65,340 Sq. ft / 1.5 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	AS:
2018	\$145,980	\$130,980	\$276,960	\$0	\$0	\$276,960	\$0	\$:
2017	\$167,580	\$130,980	\$298,560	\$0	\$0	\$298,560	\$0	\$:
2016	\$161,700	\$130,980	\$292,680	\$0	\$0	\$292,680	\$0	\$:
2015	\$127,190	\$130,980	\$258,170	\$0	\$0	\$258,170	\$0	\$:
2014	\$133,530	\$130,980	\$264,510	\$0	\$0	\$264,510	\$0	\$:

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME
12/3/2019	Yates Financial Investments LLC	Leibowitz, John P	2019139590	
10/1/2019	Caledonian Associates Inc	Yates Financial Investments LLC	2019113638	
	CICHOWSKI EDWARD & JENNIFER	Caledonian Associates Inc	-	2410/176
	BOSSE SHIRLEY F & DIANA SLIVA	CICHOWSKI EDWARD & JENNIFER	-	2002/206
	BOSSE SHIRLEY F & DIANA SLIVA	BOSSE SHIRLEY F & DIANA SLIVA	-	1476/298

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, or accuracy or adequacy of such information and data. The Fort Bend Central Appraisal District reserves the right to make any time without notice. Original records may differ from the information on these pages. Verification of information documents is recommended. By using this application, you assume all risks arising out of or associated with access to it including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, cause associated with access to this application. The Fort Bend Central Appraisal District shall not be liable for or whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omission errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information implied.

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FORT BEND C.A.D.

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:

Carter PTO donated \$32,476.43 to purchase a school marquee at Carter Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE

RECOMMENDATION:

That the Board of Trustees approve the membership of the Attendance Boundary Committee (ABC) for 2019-2020 as presented with the proposed timeline using the LCISD Zoning Process and charge the ABC with setting the boundaries for Dr. Thomas E. Randle High School and Harry Wright Junior High School for the fall of 2021.

IMPACT/RATIONALE:

Membership of the ABC consists of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus—as specified in the LCISD Zoning Process. The LCISD Zoning Process also requires campus administrators to select the campus representatives with the entire ABC approved by the Board. Appropriate central office administrators will serve as resources, as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire ABC. Current Board members cannot serve on this committee.

The membership of the ABC, the LCISD Zoning Process, the Master Plan Principles and a tentative timeline for the 2019-2020 zoning process are attached. Using this timeline, zoning decisions would be made by August or September for a fall 2021 opening.

Submitted by: Dr. Mike Rockwood, Chief of Staff
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Randle High School/Wright Junior High School Attendance Boundary Committee

CAMPUS	FIRST	LAST	ADDRESS	CITY	ZIP	EMAIL
Elementary Schools						
Adolphus Elementary	Lee	Cox	21515 Aurora Park Drive	Richmond	77406	lee@leedcoxlawyer.com
Adolphus Elementary	Alisa	Staples	21338 Cold Rain Drive	Richmond	77407	adstaples@comcast.net
Arredondo Elementary	Reynaldo	Rios	1527 Grayson Run Court	Rosenberg	77471	tegg91@yahoo.com
Arredondo Elementary	Rodney	Williams	1014 Mysterium Lane	Rosenberg	77469	rodmortyme@aol.com
Austin Elementary	Derrick	Chargois	2923 Wimberly Knoll Lane	Richmond	77406	derrickchargois@yahoo.com
Austin Elementary	Vanessa	Marsters	88 Ivy Croft Court	Richmond	77406	vmarsters@yahoo.com
Beasley Elementary	Vicki	Smith	815 Beasley West End Road	Beasley	77417	vickysmith2016@yahoo.com
Beasley Elementary	John	Tatum	3007 Marick Road	Rosenberg	77471	Johnptatumjr@hotmail.com
Bentley Elementary	Lorena	Benitez	1126 Mayweather Lane	Richmond	77406	cbenitez@lcisd.org
Bentley Elementary	Courtney	Wilcox	8113 Kirk Road	Rosenberg	77471	mommywilcox@gmail.com
Bowie Elementary	Arely	Trejo	1219 Magnolia Drive	Rosenberg	77471	09tarely@gmail.com
Bowie Elementary	Brandy	Robertson	1027 Junction Court	Rosenberg	77471	branrob5@aol.com
Campbell Elementary	Jolly	Abraham	8311 Big Bend	Sugar Land	77479	jollya37@gmail.com
Campbell Elementary	Debbie	Buckner	7914 Emerald Haven Drive	Sugar Land	77479	debseb01@gmail.com
Carter Elementary	Christina	Garcia	203 Denfield Court	Rosenberg	77469	acacfamily@gmail.com
Carter Elementary	Douglas	Lewis	10126 Reading Road	Richmond	77469	razorback3684@yahoo.com
Culver Elementary	Kristine	Mikolas	3007 Dogwood Knoll Trail	Rosenberg	77471	kristinemacneill28@msn.com
Culver Elementary	Breanna	John	2711 Englewood	Rosenberg	77471	breth79@gmail.com
Dickinson Elementary	Giselda	Schreurs	7214 Emerald Glen Drive	Sugar Land	77479	giselda.schreurs@gmail.com
Dickinson Elementary	Leah	Stevens	627 Deer Hollow Drive	Sugar Land	77479	lstevens615@gmail.com
Frost Elementary	Ashlee	Blodgett	3411 Hardley Meadow Court	Richmond	77406	Ashtap4@hotmail.com
Frost Elementary	Justin	Maloney	5918 Watford Bend	Rosenberg	77471	jdmaloney85@gmail.com
Hubenak Elementary	Renee	Morales	23518 Lakewind Park Lane	Richmond	77407	renee.morales@crowncastle.com
Hubenak Elementary	Kathryn	Nichols	24310 Marisa Lane	Richmond	77406	k.t.nichols84@gmail.com
Huggins Elementary	Lindsey	Duke	4535 Box Turtle Lane	Fulshear	77441	Lindseyduke06@gmail.com
Huggins Elementary	Anthony	Morrison	4810 Trickle Creek Drive	Fulshear	77441	amorrison1006@gmail.com
Hutchison Elementary	Brynn	Zubizarreta	2402 Hidden Park Court	Richmond	77469	brynn.mwlc@gmail.com
Hutchison Elementary	Daniel	Chavez	22019 Canyonwood Park Lane	Richmond	77469	daniel.t.chavez@gmail.com
Jackson Elementary	Rose	Pickens	211 5th Street	Rosenberg	77471	pickensrose@yahoo.com
Jackson Elementary	Heather	Garcia	400 5th Street	Rosenberg	77471	heathergarcia0524@gmail.com
Lindsey Elementary	Meggie	Truelock	2502 Crossvine Drive	Katy	77494	meggietruelock@yahoo.com
Lindsey Elementary	Katherine	Carpenter	2211 Brooke Avery Drive	Katy	77494	k_mcarpenter@yahoo.com
Long Elementary	Phillip	Morales	1915 Indigo Shores Lane	Rosenberg	77469	phillipmorales@gmail.com
Long Elementary	Jennifer	Zamora	2016 Tanglelane Street	Richmond	77469	jenizamora@gmail.com
McNeill Elementary	Mario	Temporal	20111 E Lakebridge Lane	Richmond	77407	mtemporal@lcisd.org
McNeill Elementary	Kimberly	Hamilton	1535 Kent Valley Lane	Rosenberg	77471	Khamilton@lcisd.org
Meyer Elementary	Daniel	Salvato	2434 Heath Ridge Lane	Rosenberg	77469	daniel.salvato08@gmail.com
Meyer Elementary	Domineca	Vargas	4911 Monarch Falls Lane	Richmond	77469	dominecavargas@me.com
Pink Elementary	Amanda	Ransford	4803 Monarch Falls Lane	Richmond	77469	amanda.ransford@lcisd.org
Pink Elementary	Micaela	Jordan	7039 Belle Meadow Lane	Richmond	77469	micaelaejordan@gmail.com
Ray Elementary	Rudy	Cuellar	1710 Louise Street, #13	Rosenberg	77471	rudycuellar.tx@gmail.com
Ray Elementary	Alyssa	Cantu	2327 Leaman Avenue	Rosenberg	77471	alyssacantu7@gmail.com
Smith Elementary	Ashanna	Harris	4805 E Columbarry Drive	Rosenberg	77471	ashanna.harris@yahoo.com
Smith Elementary	Kathy	Rodriguez	1708 Mulberry Dr	Richmond	77469	rodriguez0624@gmail.com
Thomas Elementary	Jesse	Rivera	6743 Trinity Trail Lane	Rosenberg	77469	jbr136@gmail.com
Thomas Elementary	Lisa	Murillo	2014 Cypress Timbers Lane	Rosenberg	77469	lmurillo05@yahoo.com
Travis Elementary	Cecilia	McCoy	3027 Turtle Creek Drive	Rosenberg	77471	Ceciliaynn33@gmail.com
Travis Elementary	Amy	Raabe	1121 Tobola Street	Rosenberg	77471	amscowgirl2003@gmail.com
Velasquez Elementary	Adria	Cortez	7037 Stonewall Ridge Drive	Richmond	77469	coco54.cc@gmail.com
Velasquez Elementary	Scott	Ethington	7311 Tara Blue Ridge Drive	Richmond	77469	ethingtonrs@gmail.com
Williams Elementary	Wendy	Moore	5827 Prade Ranch Lane	Richmond	77469	scrapphappy2323@yahoo.com
Williams Elementary	Erin	Conley	6014 Hard Rock Lane	Richmond	77469	erin.conley625@gmail.com

Randle High School/Wright Junior High School Attendance Boundary Committee

CAMPUS	FIRST	LAST	ADDRESS	CITY	ZIP	EMAIL
Middle Schools						
Navarro Middle	Angela	Gonzales	4918 Monarch Falls Lane	Richmond	77469	angela_aislinn@yahoo.com
Navarro Middle	Crystal	Manuel	2902 Sage Bluff Avenue	Richmond	77469	crystalluna2@gmail.com
Roberts Middle	Melody	Holmes	11110 Lombardia Court	Richmond	77406	mholmes413@gmail.com
Roberts Middle	Jay	Barr	24418 Bludana Lane	Richmond	77406	jay.barr@lyondellbasell.com
Ryon Middle	Robert	Cullison	1311 Millstream Court	Sugar Land	77479	robculison@gmail.com
Ryon Middle	Laura	Ham	9618 Massanutten Lane	Richmond	77469	lurlene83@gmail.com
Wertheimer Middle	Amy	Cloud	4118 Stephen Circle	Rosenberg	77471	amycloud@hotmail.com
Wertheimer Middle	Tiffany	Hoelzel	5205 Meadow Forest Lane	Richmond	77406	tiffany.hoelzel@lcisd.org
Wessendorff Middle	Kendrea	Roberson	21714 Parsley Mist Lane	Richmond	77469	kendrea_r@hotmail.com
Wessendorff Middle	Nora	SanMiguel	6211 Fisher Bend Lane	Rosenberg	77471	nora_lipton@sbcglobal.net

Junior High Schools						
Briscoe Junior High	Jourdan	Wortham	20607 Dademount Court	Richmond	77407	jourdan.wortham@fortbendis.com
Briscoe Junior High	Mike	Vaughn	21011 Lonely Star Lane	Richmond	77406	michael_k_vaughn@yahoo.com
Briscoe Junior High	Payal	Pagni	21018 Shelby Meadow Lane	Richmond	77407	payal.pagni@gmail.com
George Junior High	Abbasenia	Barnes	4902 Alder Bend Lane	Richmond	77469	abbaseniabarnes@gmail.com
George Junior High	Jose	Sosa	4918 Flagstone Pine Lane	Richmond	77469	Sosa.ja@outlook.com
George Junior High	Amy	Torres	2802 Sage Bluff Ave	Richmond	77469	amyltorres21@yahoo.com
Lamar Junior High	Kevin	Byrd	110 Copper Stream	Richmond	77406	Burd_63@att.net
Lamar Junior High	Shannan	Stavinoha	2306 Fairdale Court	Richmond	77406	shannan.stavinoha@gmail.com
Lamar Junior High	April	Thompson	1346 Darst Road	Beasley	77417	Lovebluetrust@gmail.com
Leaman Junior High	Robert	Quiroz	2722 Walnut Crest Drive	Katy	77494	rjrobert.quiroz@gmail.com
Leaman Junior High	Tehnyia	Stewart	29131 Bentford Manor Court	Katy	77494	ktktstewart@yahoo.com
Leaman Junior High	Brooke	Fatigante	25602 Canyon Sands Lane	Richmond	77406	brookefatigantephotography@yahoo.com
Reading Junior High	Amanda	Hogan	110 Honey Suckle Vine Drive	Rosenberg	77469	amanda43071@gmail.com
Reading Junior High	Nicole	Davis	9723 Dry Creek Court	Rosenberg	77469	nicole.davis@lcisd.org
Reading Junior High	Jennifer	Griffin	1610 Turning Leaf Court	Sugar Land	77479	Jjkgriffin@hormail.com

High Schools						
Foster High	Alisa	Staples	21338 Cold Rain Drive	Richmond	77407	adstaples@comcast.net
Foster High	Chris	Martin	7819 Lake Commons Drive	Rosenberg	77469	chris.martin@tstc.edu
Foster High	Daniel	Kughen	26515 Twin Arrows Drive	Richmond	77406	danielkughen@aol.com
Fulshear High	Lindsey	Sewell	25614 Canyon Crossing Drive	Richmond	77406	sewells@outlook.com
Fulshear High	Sandy	Therrien	25518 Lockspur Drive	Richmond	77406	sandy.therrien@lcisd.org
Fulshear High	Edward	Angel	33002 Whitbuen Trail	Fulshear	77441	ejangel3@gmail.com
George Ranch High	Giselle	Espinoza	5807 Plantinum Lakes Court	Rosenberg	77478	Espigiselle@yahoo.com
George Ranch High	Anitra	Addison	327 Round Lake Drive	Rosenberg	77469	anitraddp@yahoo.com
George Ranch High	Joel	Raymond	9510 Lost Harvest Court	Rosenberg	77469	joelraymond5@hotmail.com
Lamar Consolidated High	Kimberly	Lybarger	21527 Masonwood Lane	Richmond	77469	klybarger0728@gmail.com
Lamar Consolidated High	Edmund	Bennett	5707 Berwick Court	Sugar Land	77479	bennett1lot@gmail.com
Lamar Consolidated High	Karrin	Loser	Address not available	Richmond	77406	kloser@lcisd.org
Terry High	Lisa	Reyes	215 Mebane Lane	Rosenberg	77471	jaylisa.reyes@yahoo.com
Terry High	Ashley	White	6206 Pleak Road	Richmond	77469	jcmcr08@gmail.com
Terry High	Anabel	Morales	2730 Intrepid Trail	Rosenberg	77471	aluciomorales@gmail.com

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
2. To reduce overcrowding of campuses.
3. To plan for future growth.
4. To keep neighborhoods and feeder schools tracking together, as much as possible.
5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
6. To draw secondary zones which reflect the diversity of the district, as much as possible.
7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
8. To involve the community in defining the objectives/criteria for rezoning.
9. To develop a fair and objective rezoning process.
10. To always keep in mind doing what is in the best interest of students.
11. To communicate zoning information effectively to all students and families that may be impacted.
12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

LCISD ZONING PROCESS

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommendations based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommendation and allow for public comments.	Submit final recommendation to the Board Zoning Committee for input.	Submit final recommendation for Board approval.

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.

Master Plan Principles Adopted by the Board May 15, 2003

1. To maximize enrollment at all campuses:

- Elementary schools 750 maximum
- Middle schools (6) 750 maximum
- Junior high schools (7-8) 1400 maximum
- High schools 2000 maximum

2. To embrace the neighborhood school concept for all elementary students who reside in Lamar CISD.

3. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

4. To reflect the ethnic balance of the school district in grades 6-12.

5. To locate schools with grades 6-12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

2019 - 2020 Attendance Boundary Committee Tentative Timeline Zoning for Randle/Wright Secondary Complex

April	Request for Attendance Boundary Committee (ABC) applications
May 13	Deadline for principals to submit ABC representatives
May 13	Attendance boundary process review for Randle HS/Wright JH at facilities planning team meeting
May 19	Board Zoning Committee meeting
May 21	Board approval of ABC and charge to ABC
June 15	First ABC meeting – zoning considerations for Fall 2021 – 7 pm Board Room
June 22	Second ABC meeting – zoning considerations for Fall 2021 – 7 pm Board Room
July 6	Third ABC meeting – zoning considerations for Fall 2021 – 7 pm Board Room
July 13	Fourth ABC meeting (if needed) – zoning considerations for Fall 2021 – 7 pm Board Room
July 20	Fifth ABC meeting (if needed) – zoning considerations for Fall 2021 – 7 pm Board Room
July 27	Public input meeting – TBD – 7 pm
August 3	ABC meeting to discuss community input – zoning considerations for Fall 2021 – 7 pm Board Room
August 10	ABC meeting – zoning recommendation finalized for Fall 2021 for recommendation to the Board – 7 pm Board Room
August 11	ABC meeting (if needed) – zoning considerations for Fall 2021 – 7 pm Board Room
August 18	ABC recommendation to the Board Zoning Committee Additional public input (if needed)
August 20	ABC recommendation to the Board – 7 pm Board Room
September 17	ABC recommendation to the Board/additional public input/Board discussion if not approved at the August meeting – 7 pm Board Room

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION
ON THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB)
BOARD OF DIRECTORS**

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for Position 4B on the Texas Association of School Boards (TASB) Board of Directors.

IMPACT/RATIONALE:

Active member school boards may nominate an individual from its Board until June 30, 2020. The endorsement period, during which the district may support nominated candidates will open July 3 – August 31, 2020.

PROGRAM DESCRIPTION:

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Karen Vacek

From: Board Communications <BoardCommunications@tasb.org>
Sent: Wednesday, April 29, 2020 9:02 AM
To: Board Communications
Subject: Nominations for TASB Board Position-Region 4B
Attachments: 01) Form A Nomination Form.docx; 02) FORM B Biographical Sketch Form.docx; 03) FORM C Director Candidate Questionnaire Form.docx; 04) Regional Position Nominations Instructions Sheet.pdf; 05) 2020 Nomination QA.pdf; Excerpt-VI-from-Bylaws.pdf



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Serving Texas Schools Since 1949

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 4,

You are invited to nominate a trustee from your board for the Region 4, Position B, seat on the TASB Board.

The position is currently held by **Page Rander** (Clear Creek ISD). **Rander has indicated that she will be seeking reelection.** The term of this position is for three years beginning at the close of the 2020 Annual TASA/TASB Convention and expiring after Convention 2023.

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate, please follow the attached instructions, and complete and return the attached forms. **Nominations must be received by TASB no later than Tuesday, June 30, 2020.** If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976.** More information is available on the [TASB Nominations](#) website.

Please note: This is the call for nominations. The endorsement period, during which your district may support nominated candidates, will be open July 3–August 31, 2020.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,

James de Garavilla
Immediate Past President

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Candidate biographical sketch
- C. Candidate questionnaire

The completed materials must be received by TASB no later than Tuesday, June 30, 2020. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

The Next Steps

By July 3, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Friday, July 3–Monday, August 31, 2020. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, September 11–Saturday, September 12, at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

We appreciate your participation in this nomination process.



TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.
2. The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.
3. A TASB Director's attendance at regular TASB Board meetings is important.
4. Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.

This nomination was approved by our board of trustees at a duly called meeting on _____ (Date).

Signature of board president or officer (If candidate is the board president or officer, must be signed by another officer)

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region _____, Position _____.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2020.

Interviews will be held at TASB Headquarters in Austin on September 11-12, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes ___ No ___

BOARD POSITIONS HELD/DATES: _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ Dates: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

POSITION: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included) as evidence.

1. What motivates you to serve on the TASB Board?

2. What contributions can you make?

3. Service as a TASB Director is a very rewarding experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide evidence of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

10. Additional information: What else would you like for us to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2020.

Interviews will be held at TASB Headquarters in Austin on September 11-12, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE BRAZOS
CROSSING ADMINISTRATION BUILDING EXTERIOR IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Brazos Crossing Administration Building exterior improvements as presented by VLK Architects.

IMPACT/RATIONALE:

VLK Architects will be presenting the design development for the Brazos Crossing Administration Building exterior improvements. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the Brazos Crossing Administration Building exterior improvements. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CSP #10-2020RG FOR
ALTERNATIVE LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction for the Alternative Learning Center additions and renovations in the amount of \$10,303,200 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #10-2020RG was solicited for the Alternative Learning Center additions and renovations. Two (2) proposals were received on April 23, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and VLK Architect recommends the contract for construction be awarded to the highest ranked firm, Bass Construction. This project is included in the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Bass Construction. will begin the Alternative Learning Center additions and renovations.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



May 11, 2020

Mr. Kevin McKeever
Executive Director, Facilities & Planning
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

Re: Alternative Learning center
CSP #10-2020RG
VLK Project No. 1930.00

Dear Mr. McKeever,

On Thursday, April 23, 2020 Competitive Sealed Proposals were received at the Lamar Consolidated Independent School District's Purchasing Department for the Alternative Learning Center. Two (2) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, Program Managers, Architects and consultants evaluated the proposals on Friday, April 24, 2020 and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

VLK Architects recommends to the Lamar Consolidated Independent School District Board of Trustees, the acceptance of the Selection Committee's recommendation to select Bass Construction, Inc. as the contractor for the Alternative Learning Center project in the amount of \$10,303,200.00, which represents the base proposal, plus Alternate No. 1A, 2B, 2D, 7 and Post Proposal Addendum No. 1. All parties teamed with Lamar Consolidated ISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Bass Construction, Inc is a Rosenberg, Texas based contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area including Lamar CISD. Additionally, after discussions with their references, we feel they are well qualified to execute the requirements of the contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Randle and the Lamar Consolidated Independent School District for allowing us this exciting opportunity to be part of this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd J. Lien", with a long horizontal flourish extending to the right.

Todd J. Lien, AIA
Managing Partner

PROPOSAL TABULATION SHEET
 Project Name: Alternative Learning Center
 Lamar Consolidated Independent School District CSP #10-2020RG
 Thursday, April 23rd, 2020 @ 2:00 PM (Same time for Base and Alternates)
 Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471

RICE GARDNER

BASE PROPOSAL	Bass Construction	Bass Construction Post-Proposal Addendum	Division One
PROPOSAL BOND	Yes	Yes	Yes
BASE PROPOSAL	\$11,577,000.00	\$9,655,200.00	\$11,449,000.00
ADDENDA ACKNOWLEDGED (1-4)	Yes	Yes	Yes
ALTERNATES	Bass Construction		Division One
ALTERNATE NO. 1A: ALC CONTROLS	\$125,000.00	\$125,000.00	\$120,000.00
ALTERNATE NO. 1B: CLIMATEC CONTOLS	\$134,000.00		\$96,000.00
ALTERNATE NO. 1C: JCI CONTOLS	No Bid		\$127,000.00
ALTERNATE NO. 1D: UNIFY CONTROLS	No Bid		\$97,000.00
ALTERNATE NO. 2A: ACME BRICK - KING SIZE MUSHROOM BROWN VELOUR	\$68,000.00		\$72,000.00
ALTERNATE NO. 2B: CLOUD CERAMICS - KING SIZE COCOA VELOUR	\$78,000.00	\$25,500.00	\$94,000.00
ALTERNATE NO. 2C: ACME BRICK - KING SIZE DOVE GRAY VELOUR	\$68,000.00		\$26,000.00
ALTERNATE NO. 2D: CLOUD CERAMICS - KING SIZE GLOUD GRAY VELOUR	\$78,000.00	\$30,500.00	\$32,000.00
ALTERNATE NO. 3A: 1,540 SF OF ADDITIONAL CLASSROOM SPACE	\$329,000.00		\$465,000.00
ALTERNATE NO. 3B: 1,657 SF OF ADDITIONAL FLEX ROOM SPACE	\$284,000.00		\$500,000.00
ALTERNATE NO. 3C: 895 SF OF ADDITIONAL CLASSROOM SPACE	\$182,000.00		\$275,000.00
ALTERNATE NO. 3D: PROVIDE 2,878 SF PREFABRICATED METAL COVER - OUTDOOR GYM AREA	\$128,000.00		\$115,000.00
ALTERNATE NO. 4: ADDITIONAL CONCRETE PAVING AT PARKING LOT AREA	\$137,000.00		\$90,000.00
ALTERNATE NO. 5: PROVIDING ADDITIONAL DETENTION POND AREA	\$26,000.00		\$6,000.00
ALTERNATE NO. 6: PROVIDE 879 SF PREFABRICATED METAL WALKWAY COVER CONNECTING GYM CANOPY AND CIBC CLASSROOMS	\$58,000.00		\$36,500.00
ALTERNATE NO. 7: CARRIER	No Bid	\$467,000.00	\$427,000.00
ALTERNATE NO. 8: LG/AAON	\$467,000.00		\$390,000.00
ALTERNATE NO. 9: TRANE	\$470,000.00		\$473,000.00
TOTAL BASE PROPOSAL + ACCEPTED ALTERNATES	\$11,577,000.00	\$10,303,200.00	\$11,449,000.00

EVALUATION SUMMARY

Project Name: Alternative Learning Center
 Lamar Consolidated Independent School District CSP #10-2020RG
 Thursday, April 23rd, 2020 @ 2:00 PM (Same time for Base and Alternates)
 Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471



Offeror	Evaluation Source	Purchase Price (Base Proposal + Selected Alternates)	20 Points	Reputation of the Vendor and the Vendor's Goods and Services	15 Points	Quality of the Vendor's Goods and Services	10 Points	Extent to which the Goods or Services meet the District's Needs	15 Points	Vendor's Past Relationship with the District	5 Points	Proposed Team's Experience and Knowledge Base	15 Points	Vendor's Ability to Service Accounts with Proper Staff and Insurance	10 Points	Safety Record	10 Points	Total Score (Out of 100 Points)	Rank
Bass Construction		19.60		12.00		8.93		13.34		5.00		12.34		10.00		4.00		85.21	1
Division One		20.00		10.65		8.38		13.12		3.00		12.88		10.00		6.00		84.03	2

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE
ADDITIONS AND RENOVATIONS AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Terry High School additions and renovations in the total amount of \$12,386 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing services to the district for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the Terry High School additions and renovations.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

April 1, 2020

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

Subject: Proposal for Construction Materials Testing Services
Terry HS and George JHS Additions and Renovations
5500 Avenue N
Rosenberg, Texas 77471
Terracon Proposal No. P92201176

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located at 5500 Avenue N in Rosenberg, Texas. The project involves existing parking lot base repair, milling, and overlay at Terry High School.

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

- Terry HS Civil Drawings prepared by Kaluza, Inc.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample subgrade, backfill, and base repair materials. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557).
2. Sample cement-sand backfill, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).



Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 100 cubic yards. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 days and two at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Asphalt:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. Unless specified otherwise, one sample will be obtained for each day asphalt is placed on the project.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.

Project Management/ Administration:

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

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Scheduling Retests:

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

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$12,386**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum

charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

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

Proposal for Construction Materials Testing Services
Terry HS Pavement Repair and Overlay ■ Rosenberg, Texas
April 1, 2020 ■ Terracon Proposal No. P92201176



We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

A blue ink signature of Jeremy P. Kettner, written in a cursive style.

Jeremy P. Kettner
Project Manager
Materials Services

A blue ink signature of Mark D. Wells, P.E., written in a cursive style.

Mark D. Wells, P.E.
Senior Materials Engineer

Attachments:

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

**BUDGET ESTIMATE
TERRY HIGH SCHOOL PARKING LOT REPAIRS AND OVERLAY
TERRACON PROPOSAL NO. P92201176**

Service	Quantity	Unit	Unit Rate	Estimate
SYNTHETIC TURF FIELD AND TRACK				
Earthwork Observation and Testing				
Engineering Technician	72	hour	\$47.00	\$3,384.00
Engineering Technician OT	4	hour	\$70.50	\$282.00
Vehicle Charge	13	trip	\$50.00	\$650.00
Nuclear Gauge Charge	12	trip	\$60.00	\$720.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$150.00	\$450.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Atterberg Limits (ASTM D4318)	2	each	\$50.00	\$100.00
			Sub-total	\$5,761.00
Cast-In-Place Concrete Observation and Testing				
Engineering Technician	16	hour	\$47.00	\$752.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	16	each	\$16.00	\$256.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$1,688.00
Asphalt Observation and Testing (Track)				
Engineering Technician	32	hour	\$47.00	\$1,504.00
Engineering Technician OT	2	hour	\$70.50	\$141.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Nuclear Gauge Charge	4	trip	\$60.00	\$240.00
Extraction/Gradation (TEX 210F)	4	each	\$170.00	\$680.00
Stability (TEX 208F)	4	each	\$92.00	\$368.00
Bulk Density (TEX 206F)	4	each	\$52.00	\$208.00
Molding Specimens (TEX 208F)	4	each	\$61.00	\$244.00
Maximum Theoretical density (TEX 227F)	4	each	\$88.00	\$352.00
			Sub-total	\$3,937.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	8	hour	\$125.00	\$1,000.00
			Sub-total	\$1,000.00
			Estimated Project Total	\$12,386

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pavement Repairs and Overlay at Terry High School project ("Project"), as described in Consultant's Proposal dated 04/01/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
By: Mark D Wells Date: 4/1/2020
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **J. Kevin McKeever /**
Address: **3911 Avenue I Rosenberg, TX 77471-3901**
Phone: **(281) 341-3122** Fax: _____
Email: **mckeever@lclsd.org**

**CONSIDER APPROVAL OF GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2
TO THE CONTRACT WITH DRYMALLA CONSTRUCTION COMPANY**

RECOMMENDATION:

That the Board of Trustees approve amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) No. 2 for project No. 2 for the additions and renovation of Terry High School in the amount of \$356,788.

IMPACT/RATIONALE:

VLK Architects will be presenting the Guaranteed Maximum Price Amendment No. 2 to the contract with Drymalla Construction Company. Drymalla Construction Company is the Construction Manager at Risk for project No. 2 for the additions and renovations of the Terry High School. This amendment will establish the second GMP.

PROGRAMM DESCRIPTION:

The 2017 Bond Referendum included the construction of the additions and renovations of the Terry High School. At the regular board meeting on December 19, 2019 the Board approved Drymalla Construction Company as the Construction Manager at Risk for this project. Upon approval of the GMP No. 2, Drymalla Construction Company will begin the pavement repairs and replacement of the parking lots at Terry High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

DRYMALLA

Construction Company

May 21st, 2020

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

Attn: Dr. Thomas Randle
Superintendent

Re: Guaranteed Maximum Price for Lamar CISD Terry High School Pavement Repairs and Replacement

Drymalla Construction Company, Inc., is pleased to present a Guaranteed Maximum Price in the amount of Three Hundred Fifty Six Thousand Seven Hundred Eighty Eight Dollars (\$356,788) for the Pavement Repairs and Replacement at BF Terry High School.

This proposal is based on plans provided by VLK Architects dated April 1, 2020.

Drymalla Construction takes pride in presenting this proposal for this exciting new project. We very much appreciate the opportunity to join Lamar Consolidated ISD's team.

Sincerely,



Russell R. Klaus
President
Drymalla Construction Company, Inc.

**CONSIDER APPROVAL OF GUARANTEED MAXIMUM PRICE AMENDMENT
TO THE CONTRACT WITH DRYMALLA CONSTRUCTION COMPANY**

RECOMMENDATION:

That the Board of Trustees approve amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) No. 1 for project No. 1 for the additions and renovation of Lamar Consolidated High School and Lamar Junior High School in the amount of \$6,648,254.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the Guaranteed Maximum Price Amendment No. 1 to the contract with Drymalla Construction Company. Drymalla Construction Company is the Construction Manager at Risk for project No. 1 for the additions and renovations of the Lamar Consolidated High School and Lamar Junior High School. This amendment will establish the first GMP.

PROGRAMM DESCRIPTION:

The 2017 Bond Referendum included the construction of the additions and renovations of the Lamar Consolidated High School and Lamar Junior High School. At the regular board meeting on December 19, 2019 the Board approved Drymalla Construction Company as the Construction Manager at Risk for this project. Upon approval of the GMP No. 1, Drymalla Construction Company will begin the addition and renovation of Lamar Consolidated High School and Lamar Junior High.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

DRYMALLA

Construction Company

May 21, 2020

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

Attn: Dr. Thomas Randle
Superintendent

Re: Guaranteed Maximum Price for Lamar Consolidated High School and Lamar Junior High School Renovations and Additions Project 1, Phase 1

Drymalla Construction Company, Inc., is pleased to present a Guaranteed Maximum Price in the amount of Six Million, Six Hundred Forty Eight Thousand, Two Hundred Fifty-Four Dollars (\$6,648,254.00) for the Lamar Consolidated High School and Lamar Junior High Additions and Renovations, Project 1, Phase 1.

This proposal is based on plans and specifications provided by PBK Architects dated April 4, 2020.

Drymalla Construction takes pride in presenting this proposal for this exciting new project. We very much appreciate the opportunity to join Lamar Consolidated ISD's team.

Sincerely,



Russell R. Klaus
President
Drymalla Construction Company, Inc.

**CONSIDER APPROVAL OF MATERIALS TESTING FOR
MORGAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for Morgan Elementary School in the total amount of \$85,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing services to the district for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of construction for Morgan Elementary School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

May 6, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Fletcher Morgan, Jr. Elementary School
FM 1093 and Weston Road
Fulshear, Texas
Terracon Proposal No. P92201250

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located near the intersection of FM 1093 and Weston in Fulshear, Texas. The project involves the construction of a single-story building with a footprint area of about 120,000 square feet and adjacent surface pavements. The building foundation will consist of drilled-and-underreamed footings. The slabs at grade will be supported by structurally suspended and supported slab system. The superstructure will consist of structural steel and CMU. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings dated April 7, 2020 prepared by VLK Architects;
- Project Manual dated April 7, 2020 prepared by VLK Architects.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.

3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Masonry:

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

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.

2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.
4. Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

Spray-Applied Fireproofing Materials:

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

Project Management/ Administration:

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

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Special Inspections Letter:

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

Scheduling Retests:

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

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$85,000**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

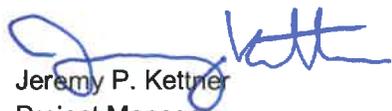
Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

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

We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

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



Jeremy P. Kettner
Project Manager
Materials Services



Mark D. Wells, P.E.
Senior Materials Engineer

Attachments:

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

**BUDGET ESTIMATE
LCISD FLETCHER MORGAN, JR. ELEMENTARY SCHOOL
TERRACON PROPOSAL NO. P92201250**

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	64	hour	\$47.00	\$3,008.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Nuclear Gauge Charge	8	trip	\$60.00	\$480.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			Sub-total	\$4,688.00
Foundation Observation and Testing (Piers, Grade Beams and Slab)				
Engineering Technician	192	hour	\$47.00	\$9,024.00
Engineering Technician, OT	96	hour	\$70.50	\$6,768.00
Vehicle Charge	32	trip	\$50.00	\$1,600.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	280	each	\$16.00	\$4,480.00
Sample Pick-up	32	trip	\$120.00	\$3,840.00
			Sub-total	\$25,712.00
Masonry Observation and Testing				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Mortar Cubes (ASTM C109) 6/set	6	set	\$120.00	\$720.00
Grout Prisms (ASTM C1019) 6/set	6	set	\$120.00	\$720.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Sample Pick-up	6	trip	\$120.00	\$720.00
			Sub-total	\$4,716.00
Structural Steel Inspection				
Engineering Technician	60	hour	\$100.00	\$6,000.00
Vehicle Charge	10	trip	\$50.00	\$500.00
Ultrasonic Equipment	5	day	\$125.00	\$625.00
			Sub-total	\$7,125.00
Fireproofing Observation and Testing				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Engineering Technician, OT	12	hour	\$70.50	\$846.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Adhesion/Cohesion (ASTM E736)	12	each	\$25.00	\$300.00
Dry Density (ASTM E605)	12	each	\$25.00	\$300.00
			Sub-total	\$2,874.00

BUDGET ESTIMATE
LCISD FLETCHER MORGAN, JR. ELEMENTARY SCHOOL
TERRACON PROPOSAL NO. P92201250

Service	Quantity	Unit	Unit Rate	Estimate
SITework OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	200	hour	\$47.00	\$9,400.00
Engineering Technician, OT	50	hour	\$70.50	\$3,525.00
Vehicle Charge	25	day	\$50.00	\$1,250.00
Nuclear Gauge Charge	24	day	\$60.00	\$1,440.00
Lime Determination	1	each	\$275.00	\$275.00
Compressive Strength of Cement Stabilized Sand	12	each	\$60.00	\$720.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			Sub-total	\$17,410.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	90	hour	\$47.00	\$4,230.00
Engineering Technician, OT	45	hour	\$70.50	\$3,172.50
Vehicle Charge	16	day	\$50.00	\$800.00
Concrete Test Cylinders (ASTM C39)	162	each	\$16.00	\$2,592.00
Sample Pick-up	14	trip	\$120.00	\$1,680.00
			Sub-total	\$12,474.50
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	80	hour	\$125.00	\$10,000.00
			Sub-total	\$10,000.00
Estimated Project Total				\$85,000

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Fletcher Morgan, Jr. Elementary School project ("Project"), as described in Consultant's Proposal dated 05/06/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **5/6/2020**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

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

**CONSIDER APPROVAL OF CSP #15-2020VLK
FOR MORGAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Drymalla Construction for the construction of Morgan Elementary School in the amount of \$23,580,000 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #15-2020VLK was solicited for Morgan Elementary School. Three (3) proposals were received on Tuesday May 5, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, VLK Architects and the Facilities & Planning Department recommend the contract for construction be awarded to the highest ranked firm, Drymalla Construction. This project is included in the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Drymalla Construction will begin construction on Morgan Elementary School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent



May 6, 2020

Mr. Kevin McKeever
Executive Director Facilities & Planning
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

Re: Fletcher Morgan Jr. Elementary School
Lamar CISD
Proposal No. CSP No. 15-2020VLK
VLK Project No. 20-004.00

Dear Mr. McKeever,

On Tuesday, May 5, 2020 Competitive Sealed Proposals were received at the Lamar CISD Purchasing Warehouse for the Fletcher Morgan Jr. Elementary School project. Three (3) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Tuesday, May 5, 2020, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

VLK Architects recommends to the Lamar CISD Board of Trustees, the acceptance of the Selection Committee's recommendation to select Drymalla Construction Company, Inc. as the contractor for the Fletcher Morgan Jr. Elementary School project in the amount of \$23,580,000.00, which represents the base proposal, plus Alternate No. 1C, 2C, 3B, 3D, 3F, 4B, 5, 6 and 7. All parties teamed with Lamar CISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Drymalla Construction Company, Inc is a Columbus, Texas based contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area including Lamar CISD. Additionally, after discussions with their references, we feel they are well qualified to execute the requirements of the contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Randle and Lamar CISD for allowing us this exciting opportunity to be part of this important project.

We look forward to a successful partnership with the District and Drymalla Construction Company, Inc, in the construction of the Fletcher Morgan Jr. Elementary School CSP No. 15-2020VLK project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd J. Lien".

Todd J. Lien, AIA
Managing Partner
Enclosure

Cc: Mr. Scot A. Hartfiel
Mr. Anthony K. Wolverton



PROPOSAL TABULATION SHEET

Project Name: Fletcher Morgan Jr. Elementary School
Lamar Consolidated Independent School District CSP #15-2020VLK
 Tuesday, May 5, 2020 @ 2:00 PM Base Proposal; 3:00 PM Alternate Proposals
 Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471

BASE PROPOSAL	Drymalla Construction	Gamma Construction	Satterfield & Pointikes
PROPOSAL BOND	Yes	Yes	Yes
BASE PROPOSAL	\$22,318,000.00	\$23,478,000.00	\$26,200,000.00
ADDENDA ACKNOWLEDGED (1-5)	Yes	Yes	Yes
ALTERNATES	Drymalla Construction	Gamma Construction	Satterfield & Pointikes
ALTERNATE NO. 1A: ALC CONTROLS	\$213,000.00	\$250,000.00	(\$2,224,000.00)
ALTERNATE NO. 1B: CLIMATEC CONTROLS	\$234,000.00	\$282,000.00	(\$2,209,000.00)
ALTERNATE NO. 1C: JCI CONTROLS	\$150,000.00	\$196,000.00	(\$2,276,000.00)
ALTERNATE NO. 1D: UNIFY CONTROLS	\$223,000.00	\$270,000.00	(\$2,204,000.00)
ALTERNATE NO. 2A: CARRIER CHILLERS	\$307,000.00	\$305,000.00	\$330,000.00
ALTERNATE NO. 2B: TRANE CHILLERS	\$298,000.00	\$341,000.00	\$330,000.00
ALTERNATE NO. 2C: YORK CHILLERS	\$260,000.00	\$268,000.00	\$256,000.00
ALTERNATE NO. 2D: QUANTECH CHILLERS	\$298,000.00	\$300,000.00	\$289,000.00
ALTERNATE NO. 3A: GRAY VELOUR BY ACME BRICK	\$67,000.00	\$71,000.00	\$68,000.00
ALTERNATE NO. 3B: CLOUD GRAY VELOUR BY KANSAS BRICK	\$78,000.00	\$83,000.00	\$79,000.00
ALTERNATE NO. 3C: DARK IRON SPOT VELOUR BY YANKEE HILL BRICK &	\$116,000.00	\$148,000.00	\$141,000.00
ALTERNATE NO. 3D: MANGANESE ITONSPOT VELOUR BY ENDICOTT	\$108,000.00	\$141,000.00	\$134,000.00
ALTERNATE NO. 3E: GLAZED (COLBALT) BRICK BY ELGIN-BUTLER	\$105,000.00	\$110,000.00	\$106,000.00
ALTERNATE NO. 3F: GLAZED BRICK BY BELDEN BRICK	\$97,000.00	\$103,000.00	\$98,000.00
ALTERNATE NO. 4A: NATURAL STONE - POST OAK BY ACME	\$28,000.00	\$29,000.00	\$29,000.00
ALTERNATE NO. 4B: NATURAL STONE SHADOW GREY BY UK	\$29,000.00	\$30,000.00	\$29,000.00
ALTERNATE NO. 5: ADD FIRE WATER PUMP	\$350,000.00	\$318,000.00	\$243,000.00
ALTERNATE NO. 6: ADD DOMESTIC WATER PUMP	\$40,000.00	\$41,000.00	\$45,000.00
ALTERNATE NO. 7: PROVIDE TERRAZZO FLOORING IN LIEU OF LVT	\$150,000.00	\$111,000.00	\$119,000.00
TOTAL BASE PROPOSAL + ACCEPTED ALTERNATES	\$23,580,000.00	\$24,769,000.00	\$24,927,000.00



EVALUATION SUMMARY

Project Name: Fletcher Morgan Jr. Elementary School
Lamar Consolidated Independent School District CSP #15-2020VLK
 Tuesday, May 5, 2020 @ 2:00 PM Base Proposal; 3:00 PM Alternate Proposals
 Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471

Offeror	Total Score (Out of 100 Points)	Rank
Drymalla Construction	90.89	1
Gamma Construction	83.30	3
Satterfield & Pointikes	85.75	2

**CONSIDER APPROVAL OF COMMISSIONING AGENT FOR
LAMAR CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR
HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Estes, McClure & Associates as commissioning agent for Lamar Consolidated High School and Lamar Junior High School additions and renovations Package #1 and Package #2 in the amount of \$28,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

- Package #1 Lamar CHS and Lamar JHS \$15,600
- Package #2 Lamar CHS and Lamar JHS \$12,400

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

COMMISSIONING PROPOSAL

Lamar High School and Junior High School Package 1
Lamar Consolidated ISD



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

Please find the attached proposal for Commissioning services on the Lamar High School and Junior High School Package 1 project. The Base Services exceed the minimum requirements of the International Energy Conservation Code 2015 version. Thank you for this opportunity and please let me know if you have any questions about the proposal

Gary Bristow
Estes, McClure & Associates, Inc.
gbristow@emaengineer.com

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee:

Commissioning of the Lamar High School and Junior High School Package 1 - Lamar CISD.

Owner:

Lamar Consolidated Independent School District

Engineer:

Estes, McClure, & Associates, Inc.

Project Title:

Commissioning of the Lamar High School and Junior High School Package 1

Estes, McClure, & Associates Inc., will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

COMMISSIONED SYSTEMS:

The following systems will be commissioned in accordance with IECC 2015 Requirements and LCISD Guidelines:

- HVAC
- EMS
- Lighting Control Systems
- Domestic Hot Water Heating Systems

BASIC COMMISSIONING SCOPE OF SERVICES

For this project, we will perform the following services:

- Commissioning Plan -Provide Commissioning Plan for project and update throughout process.
- Submittal Review
Review submittals of commissioned systems in accordance to design intent and Lamar CISD Guidelines.
- Commissioning Kickoff with Construction Team
Conduct meeting with Design and Construction Team to explain Commissioning process and milestones
- Site Observations and Reports
Conduct site observations and provide observation reports for commissioned systems at critical MEP milestones. Attend corresponding OAC meeting to discuss commissioning activities.
 - MEP Rough-in (40-50% construction)
 - Ductwork and Piping pressure testing verification
 - System Startup
- Functional Testing of Quality Sample of HVAC
Perform functional testing of HVAC units for consistency with design documents and LCISD guidelines and expectations. Approximate sampling strategy below:
 - Chilled and Hot Water Plant – 100%
 - Air Handling Units – 60%
 - Outside Air Handling Units – 100%
 - VAV Boxes – 30%
- Functional Testing of Quality Sample of Lighting Control Systems (20-30%)
Perform functional testing of lighting control systems (vacancy sensors, daylighting sensors)
- EMS Point-to-Point Verification (30-40%)
Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and LCISD guidelines and expectations
- Functional Testing of Quality Sample of Domestic Hot Water Heaters (30-40%)

Perform functional testing of domestic hot water heaters for consistency with design documents and LCISD guidelines and expectations

- Maintain Issues Log
Keep a record of all deficiencies and coordinate with Contractors for resolution of problems
- Final Commissioning Record
Provide Final Commissioning Record that documents the commissioning process including final resolution of all issues
- Close-Out Document Review
Review all close-out documents including as-builts, O&M manuals, Test and Balance Reports for consistency with project manual and LCISD guidelines and expectations.
- 10 Month Warranty Review
Conduct meeting with LCISD, Construction Team and Design Team at 10 month warranty review. Coordinate with Team for resolution of deficiencies.

ENERGY CODE COMPLIANCE

For this project, we will perform the following services:

- Review the construction documents, International Energy Code (IECC) Comcheck files, and supporting documents as submitted by the project Architect/Engineer for compliance with the IECC and AHJ. EMA will provide preliminary written comments reflecting any issues identified. Comments will include suggested directions to achieve compliance for all identified Issues.
- Visit the project site as required to review the construction procedures, equipment, and systems to verify they comply with the Comcheck files, IECC and City requirements.
- Provide completed compliance form as required by City.

COMMISSIONING and ENERGY CODE COMPLIANCE FEE

Fee: \$15,600

Estes, McClure and Associates will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

Billing Schedule:

<u>Commissioning Plan/Design Review:</u>	<u>20% of Fixed Fee</u>
<u>50% Construction:</u>	<u>20% of Fixed Fee</u>
<u>Initial Commissioning Report:</u>	<u>30% of Fixed Fee</u>
<u>Complete Functional Testing:</u>	<u>10% of Fixed Fee</u>
<u>Delivery of Final Commissioning Record:</u>	<u>10% of Fixed Fee</u>
<u>10 Month Warranty Review:</u>	<u>10% of Fixed Fee</u>



(Engineer)

05/05/2020

(Date)

Estes, McClure and Associates Inc.
Gary Bristow, P.E.

Accepted by:

(Signature)

Kay Danziger - Board President
(Print)

(Date)

COMMISSIONING PROPOSAL

Lamar High School and Junior High School Package 2
Lamar Consolidated ISD



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

Please find the attached proposal for Commissioning services on the Lamar High School and Junior High School Package 2 project. The Base Services exceed the minimum requirements of the International Energy Conservation Code 2015 version. Thank you for this opportunity and please let me know if you have any questions about the proposal

Gary Bristow
Estes, McClure & Associates, Inc.
gbristow@emaengineer.com

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee:

Commissioning of the Lamar High School and Junior High School Package 2 - Lamar CISD.

Owner:

Lamar Consolidated Independent School District

Engineer:

Estes, McClure, & Associates, Inc.

Project Title:

Commissioning of the Lamar High School and Junior High School Package 2

Estes, McClure, & Associates Inc., will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

COMMISSIONED SYSTEMS:

The following systems will be commissioned in accordance with IECC 2015 Requirements and LCISD Guidelines:

- HVAC
- EMS
- Lighting Control Systems
- Domestic Hot Water Heating Systems

BASIC COMMISSIONING SCOPE OF SERVICES

For this project, we will perform the following services:

- Commissioning Plan -Provide Commissioning Plan for project and update throughout process.
- Submittal Review
Review submittals of commissioned systems in accordance to design intent and Lamar CISD Guidelines.
- Commissioning Kickoff with Construction Team
Conduct meeting with Design and Construction Team to explain Commissioning process and milestones
- Site Observations and Reports
Conduct site observations and provide observation reports for commissioned systems at critical MEP milestones. Attend corresponding OAC meeting to discuss commissioning activities.
 - MEP Rough-in (40-50% construction)
 - Ductwork and Piping pressure testing verification
 - System Startup
- Functional Testing of Quality Sample of HVAC
Perform functional testing of HVAC units for consistency with design documents and LCISD guidelines and expectations. Approximate sampling strategy below:
 - Chilled and Hot Water Plant – 100%
 - Air Handling Units – 60%
 - Outside Air Handling Units – 100%
 - VAV Boxes – 30%
- Functional Testing of Quality Sample of Lighting Control Systems (20-30%)
Perform functional testing of lighting control systems (vacancy sensors, daylighting sensors)
- EMS Point-to-Point Verification (30-40%)
Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and LCISD guidelines and expectations
- Functional Testing of Quality Sample of Domestic Hot Water Heaters (30-40%)

Perform functional testing of domestic hot water heaters for consistency with design documents and LCISD guidelines and expectations

- Maintain Issues Log
Keep a record of all deficiencies and coordinate with Contractors for resolution of problems
- Final Commissioning Record
Provide Final Commissioning Record that documents the commissioning process including final resolution of all issues
- Close-Out Document Review
Review all close-out documents including as-builts, O&M manuals, Test and Balance Reports for consistency with project manual and LCISD guidelines and expectations.
- 10 Month Warranty Review
Conduct meeting with LCISD, Construction Team and Design Team at 10 month warranty review. Coordinate with Team for resolution of deficiencies.

ENERGY CODE COMPLIANCE

For this project, we will perform the following services:

- Review the construction documents, International Energy Code (IECC) Comcheck files, and supporting documents as submitted by the project Architect/Engineer for compliance with the IECC and AHJ. EMA will provide preliminary written comments reflecting any issues identified. Comments will include suggested directions to achieve compliance for all identified Issues.
- Visit the project site as required to review the construction procedures, equipment, and systems to verify they comply with the Comcheck files, IECC and City requirements.
- Provide completed compliance form as required by City.

COMMISSIONING and ENERGY CODE COMPLIANCE FEE

Fee: \$12,400

Estes, McClure and Associates will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

Billing Schedule:

<u>Commissioning Plan/Design Review:</u>	<u>20% of Fixed Fee</u>
<u>50% Construction:</u>	<u>20% of Fixed Fee</u>
<u>Initial Commissioning Report:</u>	<u>30% of Fixed Fee</u>
<u>Complete Functional Testing:</u>	<u>10% of Fixed Fee</u>
<u>Delivery of Final Commissioning Record:</u>	<u>10% of Fixed Fee</u>
<u>10 Month Warranty Review:</u>	<u>10% of Fixed Fee</u>



(Engineer)

05/05/2020

(Date)

Estes, McClure and Associates Inc.
Gary Bristow, P.E.

Accepted by:

(Signature)

Kay Danziger - Board President

(Print)

(Date)

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE ADDITIONS AND
RENOVATIONS AT LAMAR CONSOLIDATED HIGH SCHOOL AND
LAMAR JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Lamar Consolidated High School and Lamar Junior High School additions and renovations in the total amount of \$50,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

- Lamar Consolidated High School \$23,300
- Lamar Junior High School \$27,000

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the Lamar Consolidated High School and Lamar Junior High School additions and renovations.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



April 22, 2020

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

Subject: Proposal for Construction Materials Testing Services
Lamar Consolidated HS and JH Site Additions & Renovations
4606 Mustang Avenue
Rosenberg, Texas 77471
Terracon Proposal No. 92201229

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located at 4606 Mustang Avenue in Rosenberg, Texas. The project involves the construction of additions to both Lamar Consolidated High School and Junior High. The building addition foundations will consist of drilled and underreamed. The slabs at grade will be supported on void forms. The superstructure will consist of structural steel and structural masonry. We understand that there will be some utilities and paving associate with the Junior High.

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

- Construction drawing prepared by PBK dated March 1, 2020.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

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



Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill when proper trench safety is provided by the contractor, and treated pavement subgrade, ECT. using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained bellling tool diameter

will be documented. The chained bell tool diameter will be measured when extended above ground for each bell size.

2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Upon the request of the client, Terracon can provide conditioned storage containers for initial curing of the concrete test specimens to meet ACI 301-10 and ASTM C31. The estimated cost for each storage container will be provided upon request. Please allow seven working days to obtain the storage containers for your project. **Terracon requests that the contractor provide a secure and safe area to store place the container. Additionally, Terracon requests that the contractor provide a 110-volt electrical outlet adjacent to the storage area for our use.**
3. **Terracon will provide a conditioned storage container for initial curing of the concrete test specimens to meet ACI 301-10 and ASTM C31. Terracon requests that the contractor provide a secure and safe area to store place the container. Additionally, Terracon requests that the contractor provide a 110-volt electrical outlet adjacent to the storage area for our use.**
4. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
5. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete

Proposal for Construction Materials Testing Services

Lamar Consolidated HS and JH Site Add. & Reno. ■ Rosenberg, Texas

April 22, 2020 ■ Terracon Proposal No. P92201229



having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

6. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
7. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Masonry:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample fresh mortar materials from the project site and prepare lab molded mortar cubes for compressive strength tests (ASTM C270 and C109).
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Structural Steel Welded and Bolted Connections:

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

penetrations, and puddle welds pattern, size and quality.

4. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified and that the appropriate tensioning method is utilized.
5. Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

Project Management/ Administration:

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

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Special Inspections Letter:

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

Scheduling Retests:

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

Proposal for Construction Materials Testing Services

Lamar Consolidated HS and JH Site Add. & Reno. ■ Rosenberg, Texas

April 22, 2020 ■ Terracon Proposal No. P92201229



Additional Services:

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

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$50,300 total, \$23,300 for the high school and \$27,000 for the junior high.** Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

Proposal for Construction Materials Testing Services

Lamar Consolidated HS and JH Site Add. & Reno. ■ Rosenberg, Texas

April 22, 2020 ■ Terracon Proposal No. P92201229



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

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

Proposal for Construction Materials Testing Services

Lamar Consolidated HS and JH Site Add. & Reno. ■ Rosenberg, Texas

April 22, 2020 ■ Terracon Proposal No. P92201229



G) AUTHORIZATION

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

We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)

A handwritten signature in blue ink, appearing to read "J. Kettner".

Jeremy P. Kettner
Project Manager
Materials Services

A handwritten signature in blue ink, appearing to read "Mark D. Wells".

Mark D. Wells, PE, PMP
Senior Materials Engineer

Attachments:

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

**BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS
TERRACON PROPOSAL NO. P92201229**

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE (Lamar Consolidated High School)				
Earthwork Observation and Testing. (Building Subgrade and Pad Compaction/Testing)				
Engineering Technician	64	hour	\$47.00	\$3,008.00
Engineering Technician OT	16	hour	\$70.50	\$1,128.00
Vehicle Charge	10	trip	\$50.00	\$500.00
Nuclear Gauge Charge	9	trip	\$60.00	\$540.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$150.00	\$450.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
			Sub-total	\$5,876.00
Foundation Observation and Testing (Piers, Grade Beams and SOG)				
Engineering Technician	80	hour	\$47.00	\$3,760.00
Engineering Technician, OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	12	trip	\$50.00	\$600.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	59	each	\$16.00	\$944.00
Sample Pick-up	10	trip	\$120.00	\$1,200.00
			Sub-total	\$7,914.00
Masonry Observation and Testing				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Mortar Cubes (ASTM C109) 6/set	5	set	\$120.00	\$600.00
Grout Prisms (ASTM C1019) 6/set	5	set	\$120.00	\$600.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$3,810.00
Structural Steel Inspection				
Engineering Technician	20	hour	\$100.00	\$2,000.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Ultrasonic Equipment	2	day	\$125.00	\$250.00
			Sub-total	\$2,450.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	26	hour	\$125.00	\$3,250.00
			Sub-total	\$3,250.00
Estimated Project Total				\$23,300

**BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS
TERRACON PROPOSAL NO. P92201229**

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE (Lamar Consolidated Junior High)				
Earthwork Observation and Testing. (Building Subgrade and Pad Compaction/Testing)				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician OT	10	hour	\$70.50	\$705.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Nuclear Gauge Charge	5	trip	\$60.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	2	each	\$150.00	\$300.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
			Sub-total	\$3,735.00
Foundation Observation and Testing (Piers, Grade Beams and SOG)				
Engineering Technician	30	hour	\$47.00	\$1,410.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	25	each	\$16.00	\$400.00
Sample Pick-up	5	trip	\$120.00	\$600.00
			Sub-total	\$3,415.00
Masonry Observation and Testing				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Mortar Cubes (ASTM C109) 6/set	3	set	\$120.00	\$360.00
Grout Prisms (ASTM C1019) 6/set	3	set	\$120.00	\$360.00
Vehicle Charge	3	trip	\$50.00	\$150.00
Sample Pick-up	3	trip	\$120.00	\$360.00
			Sub-total	\$2,358.00
Structural Steel Inspection				
Engineering Technician	25	hour	\$100.00	\$2,500.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Ultrasonic Equipment	2	day	\$125.00	\$250.00
			Sub-total	\$3,000.00



BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS
TERRACON PROPOSAL NO. P92201229

Service	Quantity	Unit	Unit Rate	Estimate
SITework OBSERVATION AND TESTING (Lamar Consolidated Junior High)				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	60	hour	\$47.00	\$2,820.00
Engineering Technician, OT	2	hour	\$70.50	\$141.00
Vehicle Charge	10	day	\$50.00	\$500.00
Nuclear Gauge Charge	10	day	\$60.00	\$600.00
Compressive Strength of Cement Stabilized Sand	4	each	\$60.00	\$240.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	3	each	\$50.00	\$150.00
			Sub-total	\$5,051.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	16	hour	\$70.50	\$1,128.00
Vehicle Charge	8	day	\$50.00	\$400.00
Concrete Test Cylinders (ASTM C39)	67	each	\$16.00	\$1,072.00
Sample Pick-up	8	trip	\$120.00	\$960.00
			Sub-total	\$5,816.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	29	hour	\$125.00	\$3,625.00
			Sub-total	\$3,625.00
Estimated Project Total				\$27,000

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar Consolidated HS and JH Site Additions & Renovations project ("Project"), as described in Consultant's Proposal dated 04/22/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By: Mark D Wells Date: **4/22/2020**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: **Kay Danziger - Board President**
 Address: **3911 Avenue I Rosenberg, Texas 77471**
 Phone: _____ Fax: _____
 Email: _____

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #2 AND FINAL
PAYMENT FOR SUPPORT SERVICES AND THE
MAINTANENCE & OPERATIONS BUILDING**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #2 in the amount of \$216,261.79 and final payment of \$34,999.40 to C.A. Walker Construction for the construction of Support Services and Maintenance & Operations building and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

CA Walker Construction was the contractor for the construction of the Support Services and Maintenance & Operations building. Substantial completion was achieved on May 30, 2019. Funding is from the 2014 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and C.A. Walker Construction will be paid 100 percent for the construction of Support Services and Maintenance & Operations building.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Support Services - Phase I - Maintenance
and Operations Facility
1501 Lane Drive
Rosenberg, Texas 77471

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 18, 2017

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: May 8, 2020

Support Services - Phase II - Support
Services
4907 Avenue I
Rosenberg, Texas 77471

OWNER: *(Name and address)*
Lamar Consolidated Independent School
District
3911 Avenue I
Rosenberg, Texas 77471

ARCHITECT: *(Name and address)*
PBK Architects, Inc.
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

CONTRACTOR: *(Name and address)*
C.A. Walker Construction
1543 Silber Road
Houston, Texas 77055

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining Project Funds to be Credited Back to the Owner from Contractor's Retainage for Liquidated Damages.....(\$216,261.79).

The original Contract Sum was	\$ 9,838,223.00
The net change by previously authorized Change Orders	\$ 154,709.00
The Contract Sum prior to this Change Order was	\$ 9,992,932.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 216,261.79
The new Contract Sum including this Change Order will be	\$ 9,776,670.21

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.

C.A. Walker Construction *

Lamar Consolidated Independent School
District

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Rick Blan, AIA, LEED AP, Partner

Chris Walker, President

Kay Danziger
President, Board of Trustees

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

May 8, 2020

DATE

DATE

*Contractor's signature is not required per 7.1.2 of Section 00 73 00 - Supplementary Conditions.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1

TO OWNER: Lamar Consolidated ISD
 CUST# 3911 Avenue I
 LCISD Rosenberg TX 77471

PROJECT: Phase I-Maint. & Oper. Facility
 1501 Lane Drive Rosenberg TX 77471
 Phase II-Support Services
 4907 Avenue I Rosenberg TX 77471

APPLICATION NO: 28
 (FINAL PAYMENT)

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

C.A. WALKER CONSTRUCTION
 P.O. Box 19069
 Houston, TX 77224

VIA ARCHITECT:

PBK
 11 Greenway Plaza, 22nd Floor
 Houston, TX 77046

Project Number: P #12-2017VRG

PERIOD TO: 02/29/2020

JOB # 1708

CONTRACT DATE: 05/18/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 9,838,223.00
 2. Net change by Change Orders \$ ~~610,968.21~~ -154,709.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 9,227,514.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ ~~10,449,191.21~~ 9,992,932.00

5. RETAINAGE:
 a. 5.00 % of Completed Work \$ ~~499,646.60~~
 b. 5.00 % of Stored Material \$ 0
 Total Retainage (Lines 5a + 5b or (Column F on G703) \$ 499,646.60

6. TOTAL EARNED LESS RETAINAGE \$ ~~9,227,514.00~~ 9,493,285.40
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ ~~9,741,670.17~~
 8. CURRENT PAYMENT DUE \$ ~~334,999.40~~ 456,259.21
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ ~~216,261.79~~ 0.00
 (Line 3 less Line 6)

CAW LD Exposure due to owner, see attached study

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$154,709.00	\$610,968.21
Total approved this Month	\$154,709.00	\$610,968.21
TOTALS	\$309,418.00	\$1,221,936.42
NET CHANGES by Change Order	\$154,709.00	\$610,968.21

CONTRACTOR:

By: _____ Date: March 11, 2020

State of TEXAS
 Subscribed and sworn to before me this Wednesday, March 11, 2020
 Notary Public: _____
 My Commission Expires: 11/26/20



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ ~~334,999.40~~ 456,259.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet are changed to conform with the amount certified.)

ARCHITECT: _____
 By: _____ Date: 04-17-2020
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS
HARDWARE, INSTALLATION, AND ELECTRICAL**

RECOMMENDATION:

That the Board of Trustees approve the purchase of Interactive Flat Panels (IFP), televisions, installation, hardware, services, and electrical work in the amount of \$935,867.52

IMPACT/RATIONALE:

The District has interactive whiteboards and/or projectors in every classroom. As they become out of date, out of warranty and failing, they need to be replaced.

Briscoe Junior High has 71 classrooms needing replacements. Piraino Consulting will replace these for \$338,999.66 plus a 10% contingency of \$33,899.97 for a total of \$372,899.63.

Austin Elementary School, Beasley Elementary School and Seguin Early Childhood Center have a combined total of 104 classrooms needing replacements. Pro Computing will replace these for \$495,999.90 plus a 10% contingency of \$49,599.99 for a total of \$545,599.89.

Additionally, 44 rooms at these three elementary campuses require power outlets to be added or moved to support the new Interactive Flat Panels. Urbish Electrical will perform this work for \$ 17,368.00.

PROGRAM DESCRIPTION:

The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the district. The district evaluated pricing and services proposals from multiple vendors. Piraino Consulting had the lowest price for SMART panels and offers purchasing co-operative pricing through a TIPS/TAPS contract. Pro Computing had the lowest price for Promethean panels and offers purchasing co-operative pricing through a BuyBoard contract. Viable equipment from these campuses will be repurposed in other locations.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



980 Runway Dr
 Conway, AR 72032
 (P) 855-635-9325
 (F) 501-504-6653
 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
5/11/2020	21862

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accounts payable@lcsisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	Briscoe JH	djacobson@lcsisd.org	NS

Item	Description	Qty	Rate	Total
TIPS/TAPS 2	CONTRACT # 1121914. AUDIO VISUAL EQUIPMENT AND SUPPLIES		0.00	0.00T
NOTE	Briscoe Junior High School 4300 FM 723, Richmond, TX 77406 Campus Phone: 832-223-4000		0.00	0.00
SBID-MX275-V2	SMART Board MX075-V2 interactive display with iQ and SMART Learning Suite	56	0.00	0.00T
EWY2-SBID-75	2 year limited warranty extension for 75" SMART Board interactive display	56	0.00	0.00T
SBID-MX286-V2	SMART Board MX086-V2 interactive display with iQ and SMART Learning Suite	15	0.00	0.00T
EWY2-SBID-86	2 year limited warranty extension for 86" SMART Board interactive display	15	0.00	0.00T
LSD1U	FUSION DYNAMIC HEIGHT ADJUST WALL - LRG	14	0.00	0.00T
OB1U	TOUCH PANEL INTERACTIVE WB MOUNT	36	0.00	0.00T
AVT-BB400-90 TX	DynamiQ 400 height adjustable mount. Supports single display 145.2 - 209 lbs with 15.75" of travel. Includes VESA mount. (#480A14 and #481A21)	9	0.00	0.00T
AVA1800-70-1P	Conen Mounts mobile cart.	5	0.00	0.00T
MISC	Conen CF100-Black Conen Mobile Cart 60-100" Displays	3	0.00	0.00T
YAS-109	YAS-109BL Yamaha Sound Bar with Bluetooth, Dual Built-In Subwoofers, and Alexa voice commands. Black	8	0.00	0.00T
MI-SB39	Soundbar Mount, Universal Sound Bar TV Bracket For Mounting Above or Under TV, Fits Sonos, Samsung, Sony, Vizio, Adjustable Arm Fits 32 to 70 Inch TVs, 33 Lbs Capacity, Black	8	0.00	0.00T
40413	6FT. 3.5MM STEREO AUDIO CBL M/M	8	0.00	0.00T
LAMARISDKIT 35	LAMAR CUSTOM KIT WITH CABLES OF 35 FEET.	29	0.00	0.00T
LAMARISDKIT 50	LAMAR CUSTOM KIT WITH CABLES OF 50 FEET.	22	0.00	0.00T
LAMARISDKIT 75	LAMAR CUSTOM KIT WITH CABLES OF 75 FEET.	12	0.00	0.00T
DL-1H1A1U-WPKT...	Wall Plate Single Decora HDBaseT extender set with box style receiver extends HDMI, analog Audio, & USB2.0 high speed	63	0.00	0.00T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS*** **FINANCING AVAILABLE WITH APPROVED CREDIT** Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.	Subtotal
	Sales Tax (0.0%)
	Total



980 Runway Dr
 Conway, AR 72032
 (P) 855-635-9325
 (F) 501-504-6653
 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
5/11/2020	21862

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accounts payable@lclisd.org	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	Briscoe JH	djacobson@lclisd.org	NS

Item	Description	Qty	Rate	Total
50612	15ft High Speed HDMI R Cable with Ethernet	8	0.00	0.00T
51W1-12215	Surge Protector, Flat Rotating Plug, 6 Outlet, Black Horizontal Outlets, Plastic, Power Cord 15 foot	63	0.00	0.00T
LV1	Arlington Cut in Box. Each.	40	0.00	0.00T
	Single Gang			
2900L8	UNIDUCT 2900 SERIES ONE-PIECE LATCHING RACEWAY FITTING. IVORY.	67	0.00	0.00T
NM2044	Single Gang NM EXTRA DEEP DEVICE BOX. IVORY.	67	0.00	0.00T
2906	NM COVER CLIP 2900 IVORY.	67	0.00	0.00T
2986	NM DRP CLNG CNCTR 2900 IV	67	0.00	0.00T
2911	NM FLT 90 D ELBOW 2900 IVORY	67	0.00	0.00T
88158384	1G SS BLANK PLATE (*TXWH)	8	0.00	0.00T
	*To cover removed wall plates			
AR-DPM-HDF	Adapter Cable DisplayPort male to HDMI female 5 inches long	71	0.00	0.00T
MISC	Custom GelCo Cover - for 75" Display (Room 1519)	1	0.00	0.00T
	CUSTOMXL			
MISC	Zip Ties (Bag)	4	0.00	0.00T
	(*TXWH)			
MISC	Velcro (Roll)	3	0.00	0.00T
	(*TXWH)			
MISC	Hardware total	1	304,864.66	304,864.66T
INSTALL	DeInstall Old Equipment and INSTALLATION of new- Height Adjustable Mount, InWall Cabling or Fixed Wall Mount	63	425.00	26,775.00T
INSTALL	DeInstall Old Equipment and INSTALLATION - Mobile Cart	8	300.00	2,400.00T
SHIPPING	SHIPPING FOR LISTED EQUIPMENT	1	4,960.00	4,960.00T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS*** **FINANCING AVAILABLE WITH APPROVED CREDIT** Finance this equipment from Piraino Consulting for a low monthly fee. Call for details.	Subtotal	\$338,999.66
	Sales Tax (0.0%)	\$0.00
	Total	\$338,999.66



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129046
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: STEPHEN F AUSTIN ELEMENTARY
IYAD KAYYALI
1630 PITTS RD
RICHMOND, TX 77469-1390
PH. (832) 223-1000

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
40 75 Inch ActivPanels and 1 86 inch ActivPanel				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	40	\$3,139.00	\$125,560.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	40	\$70.00	\$2,800.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 86	1	\$3,999.00	\$3,999.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Mounts				
AP70ASW	Adjustable Wall Mount System for use with 75inch ActivPanel Adj Mount System	40	\$643.00	\$25,720.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * ActivPanel Mobile Stand	1	\$475.00	\$475.00
Cabling And Installation Services For Promethean ActivPanels				
4826	DP (DisplayPort) Male to HDMI® Female Adapter	41	\$9.99	\$409.59
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	40	\$339.00	\$13,560.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	40	\$124.00	\$4,960.00
29802	1.5 ft. 1 to 2 Power Cord Splitter	40	\$9.00	\$360.00
5301	15ft 16AWG Power Extension Cord	40	\$9.90	\$396.00
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	40	\$399.00	\$15,960.00
PBINSTALL	Certified Promethean Installation For Mobile Stand (Library) Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days	1	\$189.00	\$189.00

Continued on next page....

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129046
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: STEPHEN F AUSTIN ELEMENTARY
IYAD KAYYALI
1630 PITTS RD
RICHMOND, TX 77469-1390
PH. (832) 223-1000

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Flat Panel for Conference Room				
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,028.95	\$2,028.95
ST650	SmartMount® Universal Tilt Wall Mount	1	\$129.00	\$129.00
45071	50' HDMI (Plenum) Single Gang cabling Kit	1	\$210.00	\$210.00
LABOR	TV Installation	1	\$149.00	\$149.00
FREIGHT	Promethean Shipping	1	\$3,369.00	\$3,369.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$200,373.54
Tax:	\$0.00
Total:	\$200,373.54

**E-Mail all purchase orders to sales@procomputing.com,
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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129047
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: BEASLEY ELEMENTARY
IYAD KAYYALI
7511 AVE J
BEASLEY, TX 77417-0121
PH. (832) 223-1100

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
32 75 Inch ActivPanels and 1 86 inch ActivPanel				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	32	\$3,139.00	\$100,448.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	32	\$70.00	\$2,240.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 86	1	\$3,999.00	\$3,999.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Mounts				
AP70ASW	Adjustable Wall Mount System for use with 75inch ActivPanel	32	\$643.00	\$20,576.00
APTMS-3	Adj Mount System ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * ActivPanel Mobile Stand	1	\$475.00	\$475.00
Cabling And Installation Services For Promethean ActivPanels				
4826	DP (DisplayPort) Male to HDMI® Female Adapter	33	\$9.99	\$329.67
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	32	\$339.00	\$10,848.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	32	\$124.00	\$3,968.00
29802	1.5 ft. 1 to 2 Power Cord Splitter	32	\$9.00	\$288.00
5301	15ft 16AWG Power Extension Cord	32	\$9.90	\$316.80
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.□	32	\$399.00	\$12,768.00
PBINSTALL	Certified Promethean Installation For Mobile Stand (Library) Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	1	\$189.00	\$189.00

Continued on next page....

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129047
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: BEASLEY ELEMENTARY
IYAD KAYYALI
7511 AVE J
BEASLEY, TX 77417-0121
PH. (832) 223-1100

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Flat Panels 2 rooms Conference and Room 305				
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	2	\$2,028.95	\$4,057.90
ST650	SmartMount® Universal Tilt Wall Mount	2	\$129.00	\$258.00
45074	35' HDMI (Plenum) Single Gang cabling Kit	2	\$169.00	\$338.00
LABOR	TV Installation	2	\$149.00	\$298.00
FREIGHT	Promethean Shipping	1	\$3,334.00	\$3,334.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$164,830.37
Tax:	\$0.00
Total:	\$164,830.37

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129045
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: JUAN SEGUIN EARLY CHILDHOOD
IYAD KAYYALI
605 MABEL ST
RICHMOND, TX 77469-2715
PH. (832) 223-2200

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
26 75 Inch ActivPanels and 1 86 inch ActivPanel				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	26	\$3,139.00	\$81,614.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	26	\$70.00	\$1,820.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 86	1	\$3,999.00	\$3,999.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Mounts				
AP70ASW	Adjustable Wall Mount System for use with 75inch ActivPanel	26	\$643.00	\$16,718.00
APTMS-3	Adj Mount System ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * ActivPanel Mobile Stand	1	\$475.00	\$475.00
Cabling And Installation Services For Promethean ActivPanels				
4826	DP (DisplayPort) Male to HDMI® Female Adapter	27	\$9.99	\$269.73
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	26	\$339.00	\$8,814.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	26	\$124.00	\$3,224.00
29802	1.5 ft. 1 to 2 Power Cord Splitter	26	\$9.00	\$234.00
5301	15ft 16AWG Power Extension Cord	26	\$9.90	\$257.40
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	26	\$399.00	\$10,374.00
PBINSTALL	Certified Promethean Installation For Mobile Stand Library Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	1	\$189.00	\$189.00

Continued on next page....

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 129045
DOC. TYPE: SQ
DATE: 03/02/2020
SHIP VIA:
REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: JUAN SEGUIN EARLY CHILDHOOD
IYAD KAYYALI
605 MABEL ST
RICHMOND, TX 77469-2715
PH. (832) 223-2200

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
FREIGHT	Promethean Shipping	1	\$2,708.86	\$2,708.86	
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00	

Sub-Total:	\$130,795.99
Tax:	\$0.00
Total:	\$130,795.99

E-Mail all purchase orders to sales@procomputing.com, send all payments to the address above.

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

March 4, 2020

Lamar CISD
Austin Elementary
Quad Outlets for Boards

Attn: John R. Parrot

Dear Sir,

Our price to complete the three quad outlets at Austin would be \$1164.00 dollars.

Sincerely,



Walter Urbish

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

March 4, 2020

Lamar CISD
Beasley Elementary
Installation of Board Outlets

Attn: Juan Lozano

Dear Sir,

Our price to complete the seventeen outlets for Beasley would be \$6604.00 dollars.

Sincerely,



Walter Urbish

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459
PHONE 281-342-5321 - FAX 281-239-7639
TECL # 26494

March 4, 2020

Lamar CISD
Juan Seguin Elementary/ Early Development
Quad outlets for Boards

Attn: John R. Parrot

Dear Sir,

Our price to install 24 quad outlets for the boards would be \$ 9600.00 dollars.

Sincerely,



Walter Urbish

CONSIDER APPROVAL OF UNINTERRUPTABLE POWER SUPPLY PURCHASES

RECOMMENDATION:

That the Board of Trustees approve the purchase of Uninterruptable Power Supplies (UPS) in the amount of \$99,907.62 from RockIT,

IMPACT/RATIONALE:

The District has several UPS that are failing. As a result, each time there is an electrical power event at a campus or other building, the network equipment may abruptly shut down. When this happens, a technician must properly restart all the affected equipment. Not only does this disable the building's network but it costs the District money in wear and damage to equipment as well as staff time.

PROGRAM DESCRIPTION:

The 2017 bond included funds for UPS replacements and will be used to pay for this project. RockIT offers these products through TIPS contracts.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
 David Jacobson, Chief Technology Information Officer
 David Banks, Director of Network Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



We have prepared a quote for you

UPS Upgrade

Quote # 001230
Version 1

Prepared for:

Lamar Consolidated ISD

David Banks
david.banks@lcsid.org

 TIPS Contract

TIPS - 190302 Technology Solutions Products and Services

Hardware

Description	Price	Qty	Ext. Price
5P3000RT  5P 3000VA LCD+ RT 120V 2U PERP	\$1,427.62	60	\$85,657.20
5P1500RT  Eaton 5P 1440 VA Tower/Rack Mountable UPS - 2U Rack/Tower - 3 Minute Stand-by - 110 V AC Input - 132 V AC Output - 8 x NEMA 5-15R	\$791.69	18	\$14,250.42
Equipment Only Quote			

Subtotal: \$99,907.62

INFORMATION ITEM: 2019-2020 SUMMER SCHOOL – UPDATE Resulting from COVID 19

Each summer, Lamar CISD provides identified students with opportunities to attend a summer academic program.

PK/K English Learner Summer School Program – Moving to Virtual Programing in July 2020

Bilingual/ESL students advancing from pre-kindergarten to kindergarten and from kindergarten to first grade will be offered a program to address the affective, linguistic, and cognitive needs of English Learners. The instructional program will focus on language development and essential knowledge and skills appropriate to the level of the student. To be eligible for enrollment: a student must be eligible for admission to kindergarten or to Grade 1 at the beginning of the next school year and must be an English learner; and a parent or guardian must have approved placement of the English learner in the required bilingual or ESL program.

Special Education – Moving to Virtual Programing in July 2020

Special education students who are expected to regress over the summer months will be provided extended school year (ESY) services specified on an individual basis by the ARD/IEP committee. This program will focus on reading and math instruction that is developed for students based on teacher recommendations and ARD committee approval. The goal of this session is for students to maintain their understanding of reading and math strategies and concepts over the summer.

Teachers will utilize small group interventions and computer-based programs to provide intensive interventions. In addition, virtual grouping and programming will be provided to support students in our SESC program that sustain the social skills taught throughout the school year. The social skills ESY programming is designed for students in the self-contained SESC program, but some students may only require inclusion or resource support to participate.

Secondary Summer School: Session #1 & #2 – Moving to Virtual Programming in July 2020

Students in grades 6th, 7th & 8th who did not successfully pass their core content course will be required to attend summer school to receive intensive accelerated remediation in preparation for the next grade level.

Students in grades 8th, 9th, 10th, 11th, and 12th are eligible to take original credit courses during summer school. Students needing to recover credits in the core content courses are eligible for credit restoration credit during summer school.

Required Elementary 5th Grade SSI – Will NOT occur due to waiving of STAAR Testing in the 19/20 School Year

Students in grade 5 who did not meet the Approaches Grade Level standard on the Reading STAAR test or the Math STAAR test will receive intensive accelerated reading and math instruction. These students will take the STAAR Reading assessment (third administration) and/or the STAAR Math assessment (third administration) as a part of Summer School.

Required Student SSI (8th) and EOC (High School) Tutorials & Re-Test Academy – Will NOT occur due to waiving of STAAR Testing in 19/20 School Year

Students who did not meet the Approaches Grade Level standard on the Reading or Math STAAR assessment or a high school EOC assessment will receive intensive accelerated instruction in preparation for the STAAR/EOC re-assessment.

Funding for the summer 2020 programs will be provided through Local Budget, State Compensatory Education (SCE), Title I Part A funds and the IDEA B Consolidated Grant.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Diane Parks, Assistant Superintendent of Elementary Education
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

**Lamar Consolidated ISD
Summer 2020 Virtual Offering
COVID 19 Update**

Elementary Summer School Schedule

PK/K LEP Summer School Program

- Monday, July 6, 2020 – Wednesday, July 29, 2020
- Location: Virtual
- Tuition: No Cost

Secondary Summer School Schedule

Session #1: Summer School - Virtual

- Monday, June 29 – Tuesday, July 14, 2020
- Location: Virtual
- Tuition:
 - a. Original Credit: \$150.00 per session/Free & Reduced scholarships available
 - b. Credit Restoration: No Cost

Session #2: Summer School- Virtual

- Wednesday, July 15 – Thursday, July 30, 2020
- Location: Virtual
- Tuition:
 - a. Original Credit: \$150.00 per session/Free & Reduced scholarships available
 - b. Credit Restoration: No Cost

Special Education Extended School Year Services

Session #1: Virtual

- Monday, July 6, 2020 – Friday, July 17, 2020
- Location: Virtual
- Tuition: No Cost

Session #2: Virtual

- Monday, July 20, 2020 – Friday, July 31, 2020
- Location: Virtual
- Tuition: No Cost

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF APRIL 30, 2020)**

- Exhibit "A" gives the LCISD collections made during the month of April 30, 2020.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2019 through August 31, 2020.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2019-20 roll as compared to prior years. Through April 30, 2020, LCISD had collected 97.4 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- 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
April 2020**

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
19	\$ 1,334,852.37	\$ 108,186.55	\$ 7,213.63	\$ 1,450,252.55	\$ 980,914.50	\$ 86,714.30	\$ 353,937.87	\$ 28,685.88
18	\$ 32,756.25	\$ 7,281.03	\$ 6,432.89	\$ 46,470.17	\$ 24,979.62	\$ 11,985.30	\$ 7,776.63	\$ 1,728.62
17	\$ 11,755.60	\$ 3,474.06	\$ 2,282.09	\$ 17,511.75	\$ 8,795.67	\$ 4,881.42	\$ 2,959.93	\$ 874.73
16	\$ 7,790.85	\$ 3,436.10	\$ 2,059.48	\$ 13,286.43	\$ 5,829.18	\$ 4,630.40	\$ 1,961.67	\$ 865.18
15	\$ 5,412.06	\$ 267.07	\$ 139.56	\$ 5,818.69	\$ 4,049.36	\$ 339.38	\$ 1,362.70	\$ 67.25
14	\$ 5,007.81	\$ 173.16	\$ 115.91	\$ 5,296.88	\$ 3,746.90	\$ 245.47	\$ 1,260.91	\$ 43.60
13	\$ 5,079.34	\$ 173.92	\$ 68.48	\$ 5,321.74	\$ 3,800.42	\$ 198.61	\$ 1,278.92	\$ 43.79
12	\$ 2.71	\$ 2.00	\$ 0.78	\$ 5.49	\$ 2.03	\$ 2.28	\$ 0.68	\$ 0.50
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ 34.11	\$ 41.96	\$ 15.21	\$ 91.28	\$ 25.50	\$ 46.58	\$ 8.61	\$ 10.59
09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	\$ 3.33	\$ -	\$ -	\$ 3.33	\$ 2.62	\$ -	\$ 0.71	\$ -
07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,402,694.43	\$ 123,035.85	\$ 18,328.03	\$ 1,544,058.31	\$ 1,032,145.80	\$ 109,043.74	\$ 370,548.63	\$ 32,320.14

**Lamar Consolidated ISD
Tax Collections
September 1, 2019-August 31, 2020
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 4/30/2020
19	\$ 226,337,947.63	\$ 450,023.27	\$ 226,787,970.90	\$ 220,913,447.36	\$ 458,139.07	\$ 14,037.00	\$ 221,385,623.43	\$ 5,874,523.54
18	\$ 1,852,284.73	\$ (132,465.59)	\$ 1,719,819.14	\$ 774,619.12	\$ 181,387.87	\$ 190,374.42	\$ 1,146,381.41	\$ 945,200.02
17	\$ 753,434.33	\$ 12,056.31	\$ 765,490.64	\$ 238,795.54	\$ 49,846.34	\$ 36,915.12	\$ 325,557.00	\$ 526,695.10
16	\$ 483,797.86	\$ 78,455.13	\$ 562,252.99	\$ 179,968.40	\$ 23,244.34	\$ 11,860.83	\$ 215,073.57	\$ 382,284.59
15	\$ 359,034.95	\$ 69,799.56	\$ 428,834.51	\$ 142,840.94	\$ 14,567.02	\$ 5,325.37	\$ 162,733.33	\$ 285,993.57
14	\$ 284,968.99	\$ 71,699.48	\$ 356,668.47	\$ 135,480.42	\$ 11,400.61	\$ 2,672.73	\$ 149,553.76	\$ 221,188.05
13	\$ 181,212.70	\$ 27,268.87	\$ 208,481.57	\$ 45,887.25	\$ 12,182.07	\$ 2,431.94	\$ 60,501.26	\$ 162,594.32
12	\$ 171,398.72	\$ 3,519.73	\$ 174,918.45	\$ 19,461.94	\$ 11,362.80	\$ 2,261.51	\$ 33,086.25	\$ 155,456.51
11	\$ 163,967.05	\$ 4,019.19	\$ 167,986.24	\$ 11,297.12	\$ 7,074.83	\$ 590.49	\$ 18,962.44	\$ 156,689.12
10	\$ 148,558.56	\$ 3,503.88	\$ 152,062.44	\$ 6,143.36	\$ 6,090.34	\$ 1,863.90	\$ 14,097.60	\$ 145,919.08
09	\$ 132,336.46	\$ 4,871.78	\$ 137,208.24	\$ 10,336.00	\$ 12,486.55	\$ 3,952.65	\$ 26,775.20	\$ 126,872.24
08	\$ 72,060.64	\$ (110.82)	\$ 71,949.82	\$ 8,506.38	\$ 10,890.30	\$ 3,237.27	\$ 22,633.95	\$ 63,443.44
07	\$ 60,790.65	\$ (110.82)	\$ 60,679.83	\$ 4,171.00	\$ 5,169.74	\$ 1,198.03	\$ 10,538.77	\$ 56,508.83
06	\$ 63,941.53	\$ (132.17)	\$ 63,809.36	\$ 2,232.98	\$ 2,174.44	\$ 45.62	\$ 4,453.04	\$ 61,576.38
05	\$ 116,202.63	\$ (144.98)	\$ 116,057.65	\$ 354.26	\$ 476.94	\$ 105.60	\$ 936.80	\$ 115,703.39
04	\$ 32,870.47	\$ (144.98)	\$ 32,725.49	\$ 242.38	\$ 425.97	\$ 107.94	\$ 776.29	\$ 32,483.11
03	\$ 24,451.73	\$ (142.15)	\$ 24,309.58	\$ 1,074.18	\$ 2,150.33	\$ 482.23	\$ 3,706.74	\$ 23,235.40
02	\$ 13,926.08	\$ (142.15)	\$ 13,783.93	\$ 1,725.96	\$ 3,679.73	\$ 809.91	\$ 6,215.60	\$ 12,057.97
01	\$ 13,165.64	\$ (142.15)	\$ 13,023.49	\$ 1,731.24	\$ 3,886.10	\$ 840.88	\$ 6,458.22	\$ 11,292.25
00	\$ 13,369.17	\$ (141.02)	\$ 13,228.15	\$ 1,731.29	\$ 4,097.43	\$ 872.88	\$ 6,701.60	\$ 11,496.86
99	\$ 10,778.21	\$ (138.93)	\$ 10,639.28	\$ 1,654.57	\$ 4,123.61	\$ 865.97	\$ 6,644.15	\$ 8,984.71
98 & prior	\$ 11,715.80	\$ -	\$ 11,715.80	\$ 1,707.07	\$ 4,555.08	\$ 939.35	\$ 7,201.50	\$ 10,008.73
Totals	\$231,302,214.53	\$591,401.44	\$231,893,615.97	\$222,503,408.76	\$829,411.51	\$281,791.64	\$223,614,611.91	\$9,390,207.21

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

MONTH	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09
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%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%
DEC	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%
JAN	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%
FEB	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%
MAR	96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%
APR	97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
MAY		98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%
JUNE		98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%
JULY		99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%
AUG		99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2019-20 TAX COLLECTIONS
AS OF APRIL 30, 2020**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 4/30/2020	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ 220,913,447	98.27%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 1,589,961	75.71%
TOTAL		\$ 226,908,527	\$ 222,503,408	98.06%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF APRIL 30, 2020**

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
COLLECTION YEAR						
1 Orig. Levy	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948
1 Collections	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 220,913,447
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 450,023
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 774,619	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (132,466)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 238,796		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ 12,056		
4 Collections	\$ 215,732	\$ 311,639	\$ 179,968			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 78,455			
5 Collections	\$ 282,605	\$ 142,841				
Adj. To Roll	\$ 252,632	\$ 69,800				
6 Collections	\$ 135,480					
Adj. To Roll	\$ 71,699					
TOTAL:						
COLLECTIONS	\$ 162,361,325	\$ 179,421,445	\$ 197,203,739	\$ 207,967,090	\$ 218,771,358	\$ 220,913,447
ADJUSTED TAX ROLL	\$ 162,582,512	\$ 179,707,439	\$ 197,586,024	\$ 208,493,785	\$ 219,716,559	\$ 226,787,971
BALANCE TO BE COLLECTED	\$ 221,188	\$ 285,994	\$ 382,284	\$ 526,694	\$ 945,201	\$ 5,874,524
ADJ. TAXABLE VALUE	\$ 11,696,162,888	\$ 12,928,127,669	\$ 14,214,310,533	\$ 14,999,013,328	\$ 15,806,946,695	\$ 17,180,906,914
TOTAL % COLLECTIONS AS OF APRIL 30, 2020	99.9%	99.8%	99.8%	99.7%	99.6%	97.4%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (Traylor Stadium Press Box)	Application # 4	\$ 160,134.87
Charlie Kalkomey (Fulshear HS)	Application # 1	\$ 3,250.00
Charlie Kalkomey (Jane Long Gym)	Application # 1	\$ 5,800.00
Charlie Kalkomey (Jane Long Gym)	Application # 1	\$ 2,250.00
City of Fulshear (Morgan ES)	Application # 1	\$ 34,525.00
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 10	\$ 9,743,759.55
Drymalla Construction (Randle HS/Wright JHS Complex – Off Site)	Application # 2	\$ 950,829.35
Drymalla Construction (Tamarron ES)	Application # 11	\$ 1,450,463.80
EAB (Tamarron ES)	Application # 4	\$ 4,860.00
EMA (Culver ES)	Application # 3	\$ 2,720.00
EMA (Roberts MS)	Application # 3	\$ 2,650.00
FieldTurf (Traylor Stadium Track)	Application # 2	\$ 4,647.23
FieldTurf (Traylor Stadium Track)	Application # 3	\$ 29,048.99

Morris & Associates Engineers (Transportation Fuel Tanks)	Application # 6	\$	17,187.50
Morris & Associates Engineers (Transportation Fuel Tanks)	Application # 7	\$	6,875.00
PBK Architects (Lamar CHS Improvements)	Application # 5	\$	42,580.89
PBK Architects (Lamar CHS Improvements Exterior)	Application # 3	\$	11,846.25
PBK Architects (Lamar JHS Improvements Exterior)	Application # 4	\$	51.03
PBK Architects (Long Range Facilities Plan)	Application # 9	\$	14,966.25
PBK Architects (Randle HS)	Application # 18	\$	36,887.40
PBK Architects (Randle HS – Reimbursables)	Application # 7	\$	4,606.46
PBK Architects (Traylor Stadium Improvements)	Application # 4	\$	8,019.00
PBK Architects (Traylor Stadium Press Box)	Application # 9	\$	303.00
PBK Architects (Traylor Stadium Turf)	Application # 2	\$	7,290.00
PBK Architects (Wright JHS)	Application # 18	\$	21,092.40
Terracon (Lamar CHS/Lamar JHS)	Application # 1	\$	19,260.00
Terracon (Navarro MS Orchestra Room)	Application # 1	\$	3,300.00
Terracon (Randle HS/Wright HS)	Application # 11	\$	22,231.39

Terracon (Randle HS/Wright HS)	Application # 12	\$	15,144.13
Terracon (Traylor Stadium Improvements)	Application # 3	\$	484.50
Terracon (Traylor Stadium Improvements)	Application # 4	\$	5,414.50
Traffic Engineers (Randle HS/Wright HS)	Application # 4	\$	9,250.00
VLK Architects (Morgan ES)	Application # 1	\$	33,993.00
VLK Architects (Morgan ES)	Application # 2	\$	135,972.00

Resource persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

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	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,864,034.00	95,370.00	24,864,034.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	584,061.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,639,736.73	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,537,117.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	113,737,229.91	2,658,706.09	110,084,451.52	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,411,731.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	23,117,280.31	3,090,093.69	19,167,871.41	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,109,309.45	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	1,771,779.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	71,677,016.92	9,468,081.08	65,114,754.68	81,145,098.00
Grand Total	197,541,034.00	185,414,246.83	12,126,787.17	175,199,206.20	196,015,830.57

* 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	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,672,657.98	627,342.02	3,634,664.26	4,081,735.00

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.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Final Payment and Change Order recommendation at the May Board Meeting.

SERVICE CENTER



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Final Payment and Change Order recommendation at the May Board Meeting.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: July 2020

OVERVIEW:

- Construction is underway and is scheduled for completion 7/8/2020.
- Finishes are ongoing. Vinyl wall covering, tile, and paint installed.
- Brick installation is 100% complete.
- Front Canopy installation has begun.
- Ceiling tile installation has begun.
- Final grading complete.

FUTURE PROJECTS

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
- Project is on hold until a site has been identified

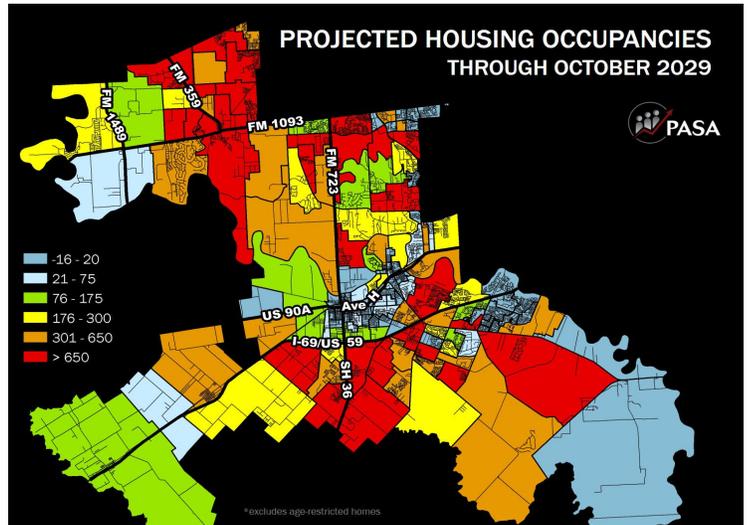
COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019

**Monthly Report
May 2020**

**Facilities Assessment and
Long Range Plan**

Information has been updated and placed on the Facilities & Planning web page.



**Dr. Thomas E. Randle High School &
Harry Wright Junior High School**

Steel erection is complete. Roofing and framing are in progress.

Construction of Koeblen Road extension has begun.

Schools are on schedule to open in August 2021.



Traylor Stadium Press Box Replacement

Steel erection is complete.

Masonry has begun.

Scheduled for completion in August 2020.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.

Construction will begin in May.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Contractor recommendation will be on the June Board Agenda.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Contractor recommendation is on the May Board Agenda.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

Guaranteed Maximum Price (GMP) #1 is on the May Board Agenda.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.
Guaranteed Maximum Price (GMP) #2 is on the May Board Agenda.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.
Construction is underway.
Demolition has started and Carpet will arrive on site by June 1st.



Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.
Construction is underway.



Multi-Purpose Space (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.
Contractor recommendation will be on the June Board Agenda.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Design Development is on the May Board Agenda.



Fletcher Morgan, Jr. Elementary School

Contractor recommendation is on the May Board Agenda.

Property is located on FM 1093 across from the Weston Lakes subdivision main entry.

School is scheduled to open in August 2021.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Austin ES Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$897,273.00	\$1,002,727.00
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28
High School LOTE Lab Renovations	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf Replace & Foster HS Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,346,973.72	\$1,735,745.28
Foster HS Athletic Improvements	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School	\$126,500,000.00	\$0.00	\$126,500,000.00	\$115,359,593.73	\$11,140,406.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,441,207.82	\$6,558,792.18
Lamar CHS & Lamar JHS Exterior Improvements	\$10,840,000.00	\$0.00	\$10,840,000.00	\$611,015.00	\$10,228,985.00
Lamar CHS & Lamar JHS Additions & Renovations	\$12,980,000.00	\$0.00	\$12,980,000.00	\$679,901.00	\$12,300,099.00
Terry HS & George JHS Additions & Renovations	\$14,650,000.00	\$0.00	\$14,650,000.00	\$808,640.00	\$13,841,360.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$661,110.00	\$11,538,890.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$363,604.00	\$2,836,396.00
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$0.00	\$900,000.00	\$145,164.00	\$754,836.00
HS Multi-Purpose Rooms & MS Orchestra Adds	\$9,450,000.00	\$0.00	\$9,450,000.00	\$627,695.00	\$8,822,305.00
Multi-Campus Carpet Replacement	\$2,310,000.00	\$0.00	\$2,310,000.00	\$222,625.00	\$2,087,375.00
Multi-Campus ES Renovations	\$3,370,000.00	\$0.00	\$3,370,000.00	\$278,302.00	\$3,091,698.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$115,420.00	\$1,684,580.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$700,135.00	\$29,499,865.00
New Elementary School #30	\$32,600,000.00	\$0.00	\$32,600,000.00	\$0.00	\$32,600,000.00
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00		\$5,038,290.83	\$4,005,709.17
PTO-Printer Refresh	\$1,440,000.00	\$0.00		\$1,348,510.04	\$91,489.96
CCU-Campus Core Uplink	\$740,000.00	\$0.00		\$638,018.83	\$101,981.17
ESO-Expanded Storage	\$400,000.00	\$0.00		\$400,000.00	\$0.00
SCO-Security Cameras	\$250,000.00	\$0.00		\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00		\$697,671.96	\$192,328.04
CRO-Computer Refresh	\$18,344,000.00	\$0.00		\$10,119,848.15	\$8,224,151.85
LCO-Laptop Carts	\$450,000.00	\$0.00		\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00		\$121,450.00	\$550.00
IAO-Interact	\$2,646,000.00	\$0.00		\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00			\$18,613,789.81	\$15,712,210.19
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$15,712,210.19				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,560,746.00	\$0.00	\$2,560,746.00	\$2,560,746.00	\$0.00
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018			2019					2020					2021					2022					2023									
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Austin ES & Seguin ES Re-Roof	CONST			WARRANTY																													
Terry HS & George JHS Serving Lines	CONSTRUCTION											WARRANTY																					
Classroom Intruder Locksets	CONSTRUCTION							WARRANTY																									
High School Artificial Turf & Tracks				D	CD	P	CONST					WARRANTY																					
Foster HS Athletic Improvements				D	CD	P	CONST					WARRANTY																					
CES, WES, WMS, NMS Improv.				D	CD	P	CONST					WARRANTY																					
ES Cooler/Freezer Replacement				D	CD	P	CONST					WARRANTY																					
High School LOTE Lab Installation				D	CD	P	CONST					WARRANTY																					
Fuel Tank Replacement								D	CD	P	CONST						WARRANTY																
Traylor Stadium Pressbox				DESIGN				CD	P	CONSTRUCTION							WARRANTY																
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.								D	CD	P	CONST						WARRANTY																
FHS, BJHS, JES, PES, LES Improv.								D	CD	P	CONST						WARRANTY																
Jane Long Historical Gym Renovations								DESIGN				CD	P	CONSTRUCTION			WARRANTY																
ALC Additions & Renovations								DESIGN				CD	P	CONSTRUCTION										WARRANTY									
Morgan Elementary (#29)												D	CD	P	CONSTRUCTION								WARRANTY										
Elementary (#30)*												D	CD	P	CONSTRUCTION								WARRANTY										
Elementary (#31)*												D	CD	P	CONSTRUCTION								WARRANTY										
Randle High School & Wright Junior High	D	CD	P	CONSTRUCTION													WARRANTY																
Lamar Complex Exterior Improvements								DESIGN				CD	P	CONSTRUCTION			WARRANTY																
Lamar HS & JHS Add & Renov.								DESIGN				CD	P	CONSTRUCTION			WARRANTY																
Terry HS & GJHS Add & Renov.								DESIGN				CD	P	CONSTRUCTION			WARRANTY																
HS Multi-Purpose MS Orchestra Additions								D	CD	P	CONSTRUCTION					WARRANTY																	
Brazos Crossing Exterior												D	CD	P	CONSTRUCTION								WARRANTY										

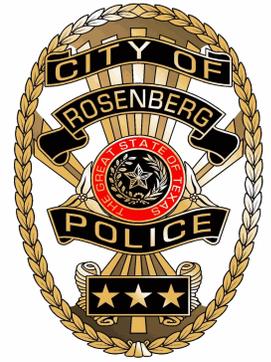
INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

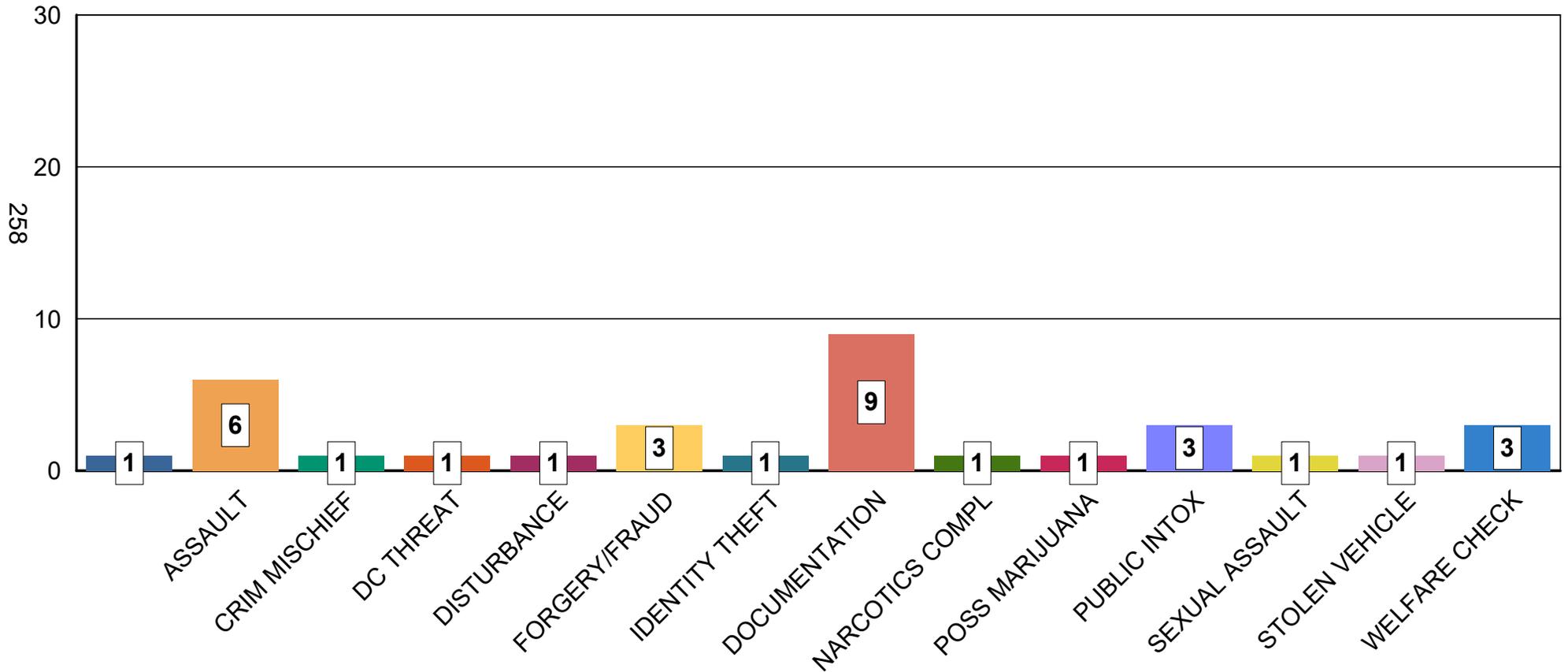
Resource Person: Dr. Mike Rockwood, Chief of Staff
Asst. Chief Jarret Nethery, Rosenberg Police Department

SRO Division

Monthly Activity - Incident Response Reports Written in March 2020



Incident Types



: 1

20-15325

CMMB James Edge

ASSAULT : 6

ASSAULT 20-10364 1708 AVE M; ALC ASPT Phillips, S

ASSAULT 20-10376 4606 MUSTANG AVE; LAMAR HIGH SCHOOL ASLT Leal, David

ASSAULT 20-10737 1708 AVE M; ALC ASLT Phillips, S

ASSAULT 20-11089 4601 AIRPORT AVE; GEORGE JR HIGH ASLT Becerra, Joseph

ASSAULT 20-11095 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASLT Armstrong, B

ASSAULT 20-11095 8181 FM 762; GEORGE RANCH HIGH SCHOOL RARE Armstrong, B

CRIM MISCHIEF : 1

699 CRIM MISCHIEF 20-15193 7910 WINSTON RANCH PKWY; ADOLPHUS ELEMENTARY CMMB James Edge

DC THREAT : 1

DC THREAT 20-10574 4700 AVE N; NAVARRO MIDDLE SCHOOL DCT Becerra, Joseph

DISTURBANCE : 1

DISTURBANCE 20-10767 4601 AIRPORT AVE; GEORGE JR HIGH WELF Mehling, W

FORGERY/FRAUD : 3

FORGERY/FRAUD 20-13884 2120 4TH ST; PD FORG Armstrong, B

FORGERY/FRAUD 20-14292 2701 AVE F CCAB Rios, Mario

FORGERY/FRAUD 20-15470 1620 ELIZABETH FRAU Armstrong, B

IDENTITY THEFT : 1

IDENTITY THEFT	20-14299	6511 FISHER BEND LN	FORG	Armstrong, B
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IN HOUSE : 9

IN HOUSE	20-10386	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Rios, Mario
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IN HOUSE	20-10563	1930 J MEYER RD; MEYER ELEMENTARY	MH	Mehling, W
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IN HOUSE	20-10567	5500 AVE N; TERRY HIGH SCHOOL	POMD	Aguilar, Antoni
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IN HOUSE	20-10578	4700 AVE N; NAVARRO MIDDLE SCHOOL	ASIM	Aguilar, Antoni
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IN HOUSE	20-10593	5500 AVE N; TERRY HIGH SCHOOL	WELF	Aguilar, Antoni
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IN HOUSE	20-11093	1708 AVE M; ALC	ASLT	Phillips, S
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IN HOUSE	20-12626	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	INH	Nichols, C
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IN HOUSE	20-13008	24102 COMMERCIAL DR STE 602; KAY JEWELERS	INH	Rios, Mario
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IN HOUSE	20-14463	1630 PITTS RD; AUSTIN ELEMENTARY	OBMA	DeRoch, Sean
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NARCOTICS COMPL : 1

NARCOTICS COMPL	20-10981	5500 AVE N; TERRY HIGH SCHOOL	PCFD	Aguilar, Antoni
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POSS MARIJUANA : 1

POSS MARIJUANA	20-10984	5500 AVE N; BF TERRY	PCFD	Aguilar, Antoni
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PUBLIC INTOX : 3

PUBLIC INTOX	20-10414	117 LANE DR STE 14; 1621 PLACE	PI	Becerra, Joseph
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PUBLIC INTOX	20-10562	5500 AVE N; TERRY HIGH SCHOOL	PI	Becerra, Joseph
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PUBLIC INTOX	20-10947	4400 FM 723; FOSTER HIGH SCHOOL	PI	Weishiemer, R
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SEXUAL ASSAULT : **1**

SEXUAL ASSAULT 20-13905 2120 4TH ST; PD INCH Rios, Mario

STOLEN VEHICLE : **1**

STOLEN VEHICLE 20-15511 26010 SOUTHWEST FWY; KNIGHTS INN TVAU Armstrong, B

WELFARE CHECK : **3**

WELFARE CHECK 20-10686 8181 FM 762; GEORGE RANCH HIGH SCHOOL MH Armstrong, B

WELFARE CHECK 20-10746 1708 AVE M; ALC MH Phillips, S

WELFARE CHECK 20-10961 1708 AVE M; ALC MH Phillips, S

261

Grand Total: 32

4/2/2020 8:20:15AM

INFORMATION ITEM: COVID-19 RESPONSE

In response to the rapidly evolving COVID-19 situation in Fort Bend County, and to prevent community spread of the virus, all Lamar CISD schools and facilities are closed for the remainder of the 2019-2020 school year.

During the suspension of normal school operations, Lamar CISD continues to support our families, staff and community through remote learning and modified business operations.

A COVID-19 response report was created to provide an overview of the work and progress being accomplished over the previous two months.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

INFORMATION ITEM: LAMAR CONSOLIDATED ISD POLICE DEPARTMENT

Lamar CISD continues to move forward with the development of a District police department. The immediate focus has been on completing the requirements for the application submission to the state. At this time, all the requirements have been met by the District except for the Memorandums of Understanding with surrounding jurisdictions. These jurisdictional agreements are all in process at this time and are expected to be returned to the District before the end of this month.

Staff is finalizing plans for temporary office space at Brazos Crossing. This space will house the administrative and support functions of the department. The campus-based SRO's will continue to have offices on their individual campuses.

Staff is also in the process of vetting various vendors for the needs of the police department including records management and reporting software, body cameras, and uniform supplies. We have been working collaboratively with the Fort Bend County Sheriff's Office to identify radio, frequency and dispatching needs of the new department.

Resource Persons: Dr. Mike Rockwood, Chief of Staff
Dallis Warren, Chief of Police