

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

# **Regular Board Meeting**

Lamar Consolidated Independent School District  
Board of Trustees  
Thursday, October 17, 2013  
7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
OCTOBER 17, 2013  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
  - A. September 17, 2013 - Special Meeting (Workshop) 6
  - B. September 19, 2013 - Regular Board Meeting 9
6. Board members reports
  - A. Meetings and events
7. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
  - C. Introductions
8. Public Hearing on Financial Integrity Rating System of Texas (FIRST) for fiscal year 2011 - 2012
9. **ACTION ITEMS**
  - A. **Goal: Instructional**
    1. Consider approval of 2013 - 2014 District Improvement Plan and Campus Improvement Plans 18
    2. Consider approval of classroom space rental for 1621 Place 20
    3. Consider approval of the 2013 - 2014 Service Provider Agreement with Fort Bend Regional Council on Substance Abuse 24
    4. Consider approval of out-of-state trip requests, including, but not limited to:
      - a. George Ranch High School 28
      - b. Lamar Consolidated High School 29
  - B. **Goal: Planning**
    1. Consider approval of budget amendment requests 30
    2. Consider ratification of Financial and Investment Reports 34
    3. Consider acceptance of Certificate of Excellence in financial reporting 38
    4. Order authorizing the issuance of Lamar Consolidated Independent School District unlimited tax refunding bonds, series 2013A and setting certain 39

parameters therefor	
5. Order authorizing the issuance of Lamar Consolidated Independent School District unlimited tax refunding bond, series 2013B and setting certain parameters therefor	76
6. Consider approval of donations to the district, including, but not limited to:	105
a. Hubenak Elementary School	
7. Consider approval of Memorandum of Understanding with William Smith Sr., Tri-County Child Development Council, Inc., and Fort Bend County	106
8. Discussion and action on Seguin Early Childhood Center Transportation	108
9. Consider approval of Memorandum of Understanding between DePelchin Children's Center and Lamar Consolidated Independent School District	110
10. Consider approval of resolution proclaiming:	112
a. Parent Involvement Week	
11. Consider approval of procurement method for the new Arredondo Elementary School and the 2014 Summer Renovation Projects	114
12. Consider approval of procurement method for the new Churchill Fulshear Jr. High School, new Dean Leaman Junior High School, and the Transportation Satellite Phase 2	118
13. Consider approval of CSP# 26-2013 for the new District Natatorium	122
14. Consider approval of blanket easement for the new Lamar Consolidated High School Baseball/Softball Complex	125
<b>C. Goal: Safe, Drug-Free and Disciplined Schools</b>	
1. Consider approval of Interlocal Agreement with Region 4 Education Service Center for renewal of Safe Schools project	136
2. Consider approval of Interlocal Agreement with Fort Bend County for Radio System Use	140
<b>D. Goal: Personnel</b>	
1. Consider approval of New PDAS Appraiser for Teaching Staff, 2013-2014 school year	147
<b>E. Goal: Technology</b>	
1. Consider approval of contracted services for computer refresh planning and project management	148
<b>10. INFORMATION ITEMS</b>	
<b>A. Goal: Planning</b>	
1. Tax Collection Report	150
2. Energy Management Quarterly Report	156
3. Payments for Construction Projects	162
4. Region 4 Maintenance and Operations Update	164
5. Bond Update	168
<b>11. CLOSED SESSION</b>	
A. Adjournment to closed session pursuant to Texas Government Code Sections	

551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)

1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 171
  - a. Approval of personnel recommendations or employment of professional personnel 172
  - b. Employment of professional personnel (Information) 175
  - c. Employee resignations and retirements 177
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land acquisition
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

#### RECONVENE IN OPEN SESSION

##### **Action on Closed Session Items Future Agenda Items**

ADJOURNMENT: (Time \_\_\_\_\_)

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

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

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

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

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

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

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

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

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

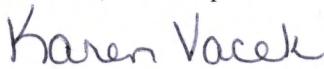
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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

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

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 11th day of October 2013 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

  
Karen Vacek  
Secretary to Superintendent

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 17<sup>th</sup> day of September 2013, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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

**Members Present:**

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

**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. Discussion of September 19<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the September 19<sup>th</sup> Regular Board Meeting agenda items.

**8. ACTION ITEMS**

**8. C GOAL: PLANNING**

**8. C-9 Review of Board Operating Procedures**

Mr. Hakimzadeh inquired about obtaining outside services to assist in developing new Board Operating Procedures. Dr. Randle responded that there are a number of companies that the district could contact. Ms. Zacharias questioned what the cost would be to the district for these services and what the objective is for generating a new version of Board Operating Procedures. Mr. Hakimzadeh stated that the current one has issues that need improvement. His example was on page 92 #10 of the current Board Operating Procedures: Evaluation of the Board. He wants to start from scratch. Ms. Gonzales questioned the time frame to get it done and staff time involved.

**8. C-10 Discussion and Action on Fifty (50) Meter Natatorium in lieu of a Forty (40) Meter Natatorium**

Mr. Hakimzadeh questioned the decision of a 40-meter pool and who was involved in making the decision. Mr. Rice responded that he had been viewing pools in other districts and getting input from outsiders. Coach Schramme was involved and did ask to look at 50-meter pools and they did. PBK Architects was not involved in the recommendation. The committee saw the overall program provided by the architects which listed the 40-meter pool. Mr. Rice stated that the pool is a legal pool and it fits the needs of the district. Ms. Thompson stated that in the planning of the bond, the committee received a power point presentation showing the original intent of what was going to be in the bond program. The bond program was developed and the citizens voted and approved the 40-meter pool as a district competition pool. In the original document in the bond committee planning, it stated 40-meters.

**8. C-14 Consider Approval of Resolution Setting Forth a Nominee for the Board of Directors of the Fort Bend Central Appraisal District**

Ms. Zacharias expressed an interest in continuing to serve.

**8. C-5 Consider Approval of Memorandum of Understanding with Be A Champion, Inc.**

Michelle Amos, LEAP Program Coordinator, gave a presentation on the Be A Champion program, a program for an evening meal and after-school program to be operated at Seguin Early Childhood Center (Seguin ECC) during the 2013—2014 school year. Be A Champion, Inc. is a non-profit organization. The meal program will qualify the district to receive a grant to be used at the discretion of the District to support the Seguin ECC, be allocated to other campuses, or be used to supplement other Lamar CISD programs. Lamar CISD will provide facility use, be responsible for invoicing and collecting a co-pay from parents of \$35 per student per week or \$140 per month.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land acquisition
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

At 7:44 p.m. the Board convened to Closed Session for the purposes listed above.

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

The Board reconvened in Open Session at 9:07 p.m.

No action taken.

**ADJOURNMENT**

The meeting adjourned at 9:08 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

---

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

---

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



**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 19<sup>th</sup> day of September, 2013 the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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

**Members Present:**

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

**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

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

**3. RECOGNITIONS/AWARDS**

None

**4. AUDIENCE TO PATRONS**

Joseph Greenwell questioned the Board regarding the construction of the new natatorium.

Mike Duswalt addressed his concern of a 40-meter pool versus a 50-meter pool. He would greatly encourage building a 50-meter pool.

Jim Davis requested that the district consider building a 50-meter pool.

Dan Ives questioned the district's savings by using Gilbane Construction. On several occasions he had requested information confirming the savings but has not received such information up to this time. He suggested that the Board of Trustees change their way of doing business.

Bill Murray addressed the layout of the 40-meter versus the 50-meter pool and encouraged the Board to consider building a 50-meter pool.

**5. APPROVAL OF MINUTES OF AUGUST 13, 2013 SPECIAL BOARD MEETING (WORKSHOP), AUGUST 15, 2013 SPECIAL BOARD MEETING, AND AUGUST 15, 2013 REGULAR BOARD MEETING**

It was moved by Ms. Zacharias and seconded by Ms. Danziger that the Board of Trustees approve the minutes of the August 13, 2013 Special Board Meeting (Workshop), August 15, 2013 Special Board Meeting and August 15, 2013 Regular Board Meeting.

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

Voting in opposition: Mr. Torres

The motion carried.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Zacharias reported the Finance and Technology Committees met and the items discussed are reflected in this agenda.

Ms. Thompson reported that the Facilities Committee met. The 2011 Bond Project updates and the status of those programs were discussed. Some new items and open issues were discussed and those will be presented in more detail in the near future with the method of contracting and contractor selection for other bond projects.

Ms. Thompson reminded the Board of the TASA/TASB Convention next week.

**7. SUPERINTENDENT REPORTS**

- ❑ **Meetings and Events**
- ❑ **Information for Immediate Attention**
- ❑ **Introductions**

Dr. Bowen introduced Lisa Gonzales, assistant principal at Ray Elementary.

**8. ACTION ITEMS**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1—8. A-2, 8. B-1, 8. C-1—8. C-2, 8. C-4, 8. C-6—8. C-8, 8. C-11—8.C—13, and 8. D-1—8. D-5**

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

**8. A GOAL: INSTRUCTIONAL**

**8. A-1 Approval of Out-of-State Trip Requests, including, but not limited to:**

**a. Foster High School FFA**

approved out-of-state travel for the Foster High School FFA to travel to Louisville, Kentucky on October 31—November 3, 2013.

**8. A-2 Approval to Submit State Waiver to the Texas Education Agency**

approved the Texas Education Agency request for maximum class size waivers for the elementary schools.

**8. B GOAL: PERSONNEL**

**8. B-1 Approval of New PDAS Appraisers for Teaching Staff, 2013—2014 School Year**

approved the 2013—2014 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

**8. C GOAL: PLANNING**

**8. C-1 Consider Ratification of Quarterly Investment Report**

ratified the quarterly investment report as submitted for the quarter ending August 31, 2013. (See inserted pages 30-A—30-F.)

**8. C-2 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**Minutes of the Regular Board Meeting of September 19, 2013 – page 31**

**8. C-4 Approval of Amendment to Contract for School Resources Officers**

approved the attached Amendment 1 to amend and renew the contract with the City of Rosenberg Police Department for School Resource Officers to service the Lamar Consolidated schools for the 2013—2014 school year. (See inserted page 31-A.)

**8. C-6 Approval of Donations to the District, including, but not limited to:**

- a. Frost Elementary**
- b. Hutchison Elementary**
- c. Smith Elementary**
- d. Terry High School**

approved donations to the district.

**8. C-7 Approval of Resolution proclaiming:**

**a. Custodial Week**

approved the attached resolution proclaiming September 30—October 4, 2013 as “Custodial Week” in the Lamar Consolidated Independent School District. (See inserted page 31-B.)

**b. Red Ribbon Week**

approved the attached resolution proclaiming October 23—31, 2013 as “Red Ribbon Week” in the Lamar Consolidated Independent School District. (See inserted page 31-C.)

**c. School Bus Safety Week**

approved the attached resolution proclaiming October 21—25, 2013 as “School Bus Safety Week” in the Lamar Consolidated Independent School District. (See inserted page 31-D.)

**d. School Lunch Week**

approved the attached resolution proclaiming October 14—18, 2013 as “School Lunch Week” in the Lamar Consolidated Independent School District. (See inserted page 31-E.)

**8. C-8 Approval of Contract Renewal for Unemployment Insurance Third Party Administrative Services**

approved Texas Association of School Boards as the Third Party Administrator (TPA) for the unemployment insurance, effective October 1, 2013 through September 30, 2014.

**8. C-11**      **Approval of Geotechnical Services for the Design of the New Arredondo Elementary**

approved Terracon for geotechnical engineering services for the design of the new Arredondo Elementary, not to exceed the amount of \$6,500.

**8. C-12**      **Approval of Professional Surveying Services for the New Arredondo Elementary**

approved Charlie Kalkomey Surveying, Inc. for professional surveying services (land survey) for the new Arredondo Elementary, not to exceed the amount of \$9,800.

**8. C-13**      **Approval of Material Testing Services for the New Lamar Consolidated High School Baseball/Softball Complex**

approved Terracon for material testing services for the design of the new Lamar Consolidated High School Baseball/Softball Complex in the amount of \$40,000.

**8. D**      **GOAL:      TECHNOLOGY**

**8. D-1**      **Approval of Security Camera Replacements**

approved the purchase and installation costs for security camera replacements in the amount of \$262,175 from NetVersant Solutions.

**8. D-2**      **Approval of Contracted Services for District Information Technology Skyward Project**

approved Go IT Services, Inc. for professional services for Skyward Help Desk support in the amount of \$83,200.

**8. D-3**      **Approval of Purchase of Additional Reporting and Technical Support Services**

approved report writing and technical support services as needed from Skyward in the amount of \$15,000.

**8. D-4**      **Approval of McAfee Endpoint Protection**

approved the purchase of McAfee Antivirus protection software from Future Com in the amount of \$116,177.95 per year for three years.

**8. D-5**      **Approval of Food Services Point of Sale (POS) Replacement Computers**

approved the purchase of replacement computers for Food Services POS computers in the amount of \$66,015.77 from Dell Computers.

**9. INFORMATION ITEMS**

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 Quarterly Academic Update**

Technology staff presented information focusing on how Campus Instructional Technology Specialists (CITS) support instructional innovation in classrooms across the District.

**8. ACTION ITEMS**

**8. C GOAL: PLANNING**

**8. C-3 Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013 and Setting Certain Parameters Therefor**

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013. The motion carried unanimously. (See inserted pages 33-A—33-B.)

**8. C-5 Approval of Memorandum of Understanding with Be A Champion, Inc.**

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the Memorandum of Understanding (MOU) with Be A Champion, Inc. (BAC) for an evening meal and afterschool program to be operated at Seguin Early Childhood Center (Seguin ECC) during the 2013 – 2014 school year, and allow the Superintendent to negotiate the final contract.

Mr. Torres questioned Ms. Kaminski's participation and discussion on this agenda item since she currently has a contract with the district for after-school care and could reflect a conflict of interest.

Adjournment to Closed Session: Time: 8:00 p.m.

Reconvene in Open Session: Time: 8:25 p.m.

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

Voting in opposition: Mr. Hakimzadeh, Ms. Kaminski

The motion carried.

**8. C-9 Review of Board Operating Procedures**

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski that the Board of Trustees employ CRSS to consult with the Board to rewrite the Board Operating Procedures.

Mr. Torres made a motion to leave the Board Operating Procedures as written and a second was made by Ms. Gonzales.

Voting in favor of the motion: Ms. Gonzales, Mr. Torres, Ms. Danziger

Voting in opposition: Mr. Hakimzadeh, Ms. Thompson, Ms. Zacharias, Ms. Kaminski

The motion failed.

It was moved by Ms. Thompson and seconded by Mr. Hakimzadeh that the Board of Trustees authorize the superintendent to investigate providers for services of reviewing and revising the Board Operating Procedures and bring that information back to the Board.

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

Voting in opposition: Mr. Torres, Ms. Gonzales

The motion carried.

**8. C-10**      **Discussion and Action on Fifty (50) Meter Natatorium in lieu of a Forty (40) Meter Natatorium**

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski to increase the size of the 40-meter natatorium stretch to a 50-meter natatorium stretch.

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

Voting in opposition: Mr. Torres, Ms. Thompson, Ms. Gonzales, Ms. Danziger, Ms. Zacharias

The motion failed.

**8. C-14**      **Approval of Resolution Setting Forth a Nominee for the Board of Directors of the Fort Bend Central Appraisal District**

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the resolution for nomination of Rhonda Zacharias for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD). The motion carried unanimously. (See inserted page 34-A.)

**9. INFORMATION ITEMS**

**9. B GOAL: PLANNING**

**9. B-1 Tax Collection Report**

**9. B-2 Tax Abatement between City of Rosenberg and Aldi Texas**

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

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

**9. B-5            Bond Update**

**9. B-6            Advise Texas Program**

**9. B-7            Purchase of Police Pursuit Vehicles**

**9. B-8            Food Service Charge Policy**

**APPROVAL OF PERSONNEL RECOMMENDATIONS OR EMPLOYMENT OF PROFESSIONAL PERSONNEL**

It was moved by Ms. Gonzales and seconded by Mr. Torres that the Board of Trustees approve personnel as presented. The motion carried unanimously.

**Employed**

Black, Frederick            9/20/2013            Associate Principal            George Ranch High School

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land acquisition
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

**RECONVENE IN OPEN SESSION**

**Action on Closed Session Items**



**FUTURE AGENDA ITEMS**

Possibility of providing transportation for the under privileged children at Seguin Elementary in the Pre-K program

**ADJOURNMENT**

The meeting adjourned at 9:48 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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

**CONSIDER APPROVAL OF THE 2013-2014 DISTRICT IMPROVEMENT PLAN AND  
CAMPUS IMPROVEMENT PLANS**

**RECOMMENDATION:**

That the Board of Trustees approve the 2013-2014 District Improvement Plan and Campus Improvement Plans.

**IMPACT/ RATIONALE:**

Per Texas Education Code §11.252, the local Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. Additionally, the Board must annually approve the District and the Campus performance objectives to determine that campuses are using appropriate measures to generate success. The Board is also responsible for ensuring that the District and Campus Plans support goals as defined in the Elementary and Secondary Education Act as last reauthorized by the No Child Left Behind Act of 2001.

**PROGRAM DESCRIPTION:**

The District and Campus Plans are required for the purpose of improving student performance. Each plan contains a Comprehensive Needs Assessment, which identifies areas in need of improvement, progress that has been made, and strategies that will be used to address the target areas. In addition, the plans must support the No Child Left Behind (NCLB) goals. The NCLB goals and the priority needs from each plan may be found in the documentation following this agenda item.

The District Plan and the Campus Plans also contain strategies for addressing the objectives which support the six District Goals. The District Goals and objectives are found in the documentation following this agenda item.

Board members may view the entire District Plan and Campus Plans for every campus by following the instructions on the attached page.

Submitted by:       Dr. Walter Bevers, Executive Director of Secondary Education  
                          Ms. Laura Lyons, Executive Director of Elementary Education  
                          Mr. Brian Moore, Director of Research & Accountability

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

## DMAC Instructions for Board Members

1. Go to <https://www.dmac-solutions.net>
2. Type in user name "LCISDBoard"
3. Type in Password "password"
4. Click on "**SIP**".
5. Click on "**Search**".
6. Campus plans for 2013 – 2014 are first on the list. Note the column with School Year. Select a campus by pulling down the name of the campus in the list to the left screen. Then go to the toolbar and select "**Print**".
7. The district plan for 2013 – 2014 is at the top of the list. Select the district plan by clicking in the box to the left of the name. Then go to the toolbar and select "**Print**".
8. Please use the "**Close**" feature on the upper right when finished viewing a plan.

**CONSIDER APPROVAL OF CLASSROOM SPACE RENTAL FOR 1621 PLACE**

**RECOMMENDATION:**

That the Board of Trustees extend the lease agreement for classroom space rental for 1621 Place with Mellon Real Estate, Inc.

**IMPACT/RATIONALE:**

The recommended lease extension meets the needs of the students of Lamar CISD by continuing the alternative education program for high school students.

**PROGRAM DESCRIPTION:**

The 1621 Place campus provides educational services for students from age 16-21 who do not attend conventional classes on the comprehensive high school campuses. The program has been housed in the same location since 1992.

The District is currently under contract with Mellon Real Estate for the property. The lease extends the current space occupied. Under the current agreement, the District is responsible for all routine maintenance and cleaning of the facility. The landlord is responsible for major structural repairs. The contract term will be for three years, beginning the first month following approval by the Lamar CISD Board of Trustees, with an option for renewal for three additional years if agreed to by both parties and all terms and conditions remain the same. The rent schedule is attached and outlines the monthly charge for years one through three, along with the renewal values for years four through six. This contract can be canceled at the District's discretion with proper notice to the landlord should other options be considered.

Submitted by:       Dr. Walter Bevers, Executive Director of Secondary Education  
                          Kevin McKeever, Administrator of Operations  
                          Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CLASSROOM SPACE RENTAL – 1621 PLACE  
Mellon Real Estate, Inc.  
117 Lane Drive, Suites 14 and 16 (4,875 sq. ft.)**

**Monthly Proposed Rent Schedule for initial contract term:**

<b>November 1, 2013 through October 31, 2014</b>	<b>\$4,700.00</b>
<b>November 1, 2014 through October 31, 2015</b>	<b>\$4,800.00</b>
<b>November 1, 2015 through October 31, 2016</b>	<b>\$4,900.00</b>

**Monthly proposed rent schedule for renewal periods:**

<b>November 1, 2016 through October 31, 2017</b>	<b>\$5,000.00</b>
<b>November 1, 2017 through October 31, 2018</b>	<b>\$5,100.00</b>
<b>November 1, 2018 through October 31, 2019</b>	<b>\$5,200.00</b>

# Mellon Real Estate

4709 Ave. H., Rosenberg, Texas 77471

Ph. 281-342-4603 Fax 281-342-4604

October 20, 2013

Dr. Thomas Randle, Superintendent  
Lamar Consolidated School District  
3911 Ave. I.  
Rosenberg, Texas 77471

(Lease Modification for 1621 Place located at 117 Lane Drive, Suites 14  
and 16, Rosenberg, Texas)

Dear Dr. Randle:

I have attached a modification and ratification agreement for the lease space located at the above location in order to extend the lease for three years (November 1, 2013 thru October 31, 2016) with an option to extend for three additional years (November 1, 2017 thru October 31, 2019).

It is similar to the last modification that you signed on October 16, 2007. (I have attached a copy for your review).

We have had a very good relationship with LISD and hope to continue. We have kept the increases in rent to a very minimum and if you have any questions please do not hesitate to call.

Sincerely,

Mellon Real Estate, Inc.



Sidney Mellon, President

**RECEIVED**

**SEP 24 2013**

**LAMAR CISD  
SUPERINTENDENT'S OFFICE**

**MODIFICATION AND RATIFICATION OF LEASE**

This Modification and Ratification of Lease Agreement is made and entered into between Mellon Real Estate, Inc. (Lessor or Landlord) and Lamar Consolidated Independent School District (Lessee or Tenant) for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

WITNESSETH:

A. Lessor and Lessee hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain written Lease Agreement dated December 1, 1992 between Lessor/Landlord and Lessee/Tenant, for the rental of 2925 square feet at the following location: 117 Lane Drive, Suite 14, Rosenberg, TX.

1. Lease is hereby expanded to include the space located adjacent and to the right of existing lease space and now known as 117 Lane Drive, Suite 16, Rosenberg, TX and containing approximately 1,950 sq. ft. The combined footage is approximately **4,875** and the rental rates of Suites 14 and 16 shall be as follows:

November 1, 2013 thru October 31, 2014	\$4,700.00
November 1, 2014 thru October 31, 2015	\$4,800.00
November 1, 2015 thru October 31, 2016	\$4,900.00

Monthly Proposed Rent Schedule for renewal Periods:

November 1, 2016 thru October 31, 2017	\$5,000.00
November 1, 2017 thru October 31, 2018	\$5,100.00
November 1, 2018 thru October 31, 2019	\$5,200.00

2. All other terms and conditions of the original lease agreement shall remain in effect.

Signed at Rosenberg, Texas. This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

LESSOR:

Mellon Real Estate, Inc.

Sidney Mellon  
Sidney Mellon, President

LESSEE:

Lamar Consolidated Ind. School District

\_\_\_\_\_  
\_\_\_\_\_

**CONSIDER APPROVAL OF THE 2013-2014 SERVICE PROVIDER AGREEMENT  
WITH FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE**

**RECOMMENDATION:**

That the Board of Trustees approve the Service Provider Agreement between the Fort Bend Regional Council on Substance Abuse and Lamar Consolidated Independent School District for campus programming during the 2013-2014 school year.

**IMPACT/RATIONALE:**

Since 1991, the partnership between LCISD and Fort Bend Regional Council has served thousands of students and families through programming provided on several of our campuses. The programs are funded through a grant from the Texas Department of State Health Services and the United Way. The goal of the program is to assist the District in reducing the incidence of alcohol and drug use within the District and/or communities.

**PROGRAM DESCRIPTION:**

The purpose of the Youth Connection Program is to serve youth ages 12-17 identified as at-risk for truancy, excessive tardies, disruptive behavior, failing grades, violence, and reported alcohol/drug use. The curriculum-based support teams group students to elevate self-esteem, learn resistance skills, stress management, and communications skills. The program will be provided to students at: Lamar Consolidated, Foster, Terry, and George Ranch High Schools; Lamar and George Junior High Schools; and all four LCISD middle schools. Botvin's Life Skills Training Program, similar to the Youth Connection Program, is a nationally recognized program provided to elementary students at Beasley, Travis, Pink, Williams, Long, Thomas, and Bowie Elementary Schools. Through the agreement, FBRC Prevention Counselors will provide both curriculums to all sites.

The agreement is attached for Board review.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education  
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**SERVICE PROVIDER AGREEMENT  
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE AND  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**SCHOOL YEAR 2013-2014**

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) is a non-profit agency funded by the Texas Department of State Health Services and the United Way to provide services to anyone in Fort Bend County seeking assistance in the area of alcohol/ drug abuse prevention and treatment.

As you may know, a primary population served by this organization are youth who participating in Prevention Programs in Fort Bend County school districts. these programs include:

The Youth Connection Program, which is a nationally recognized curriculum-based program that targets at risk students ages 12-17. Categories identified as at risk include but are not limited to truancy, excessive tardiness, disruptive behavior, failing grades, violence and reported alcohol and/or drug use. Through the use of curriculum based support groups students elevate self esteem, learn resistance skills, stress management and communication skills. Since 1991 the Partnership between Lamar Consolidated ISD and FBRC has served thousands of students and families. Evaluations indicate that participants show improved grades, attendance, and relationship with family and pride in their ability to refuse drugs and alcohol.

Botvin's Life Skills Training Program is a second nationally recognized model program that like Youth Connection is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of Alcohol, Tobacco and Other Drugs.

Through this agreement, FBRC Prevention Counselors will provide the Youth Connection Curriculum Based Prevention Education Series and Supportive Counseling groups to High S, Junior High School and Middle school students in Lamar Consolidated ISD.

Through this agreement FBRC counselors will provide The Botvin's Life Skills Training Program to students to elementary school students in Lamar Consolidated ISD. All services are provided through FBRC's Youth Prevention Services Department.

Our goal is to assist the LCISD staff in reducing the incidence of alcohol and drug use within the district through the use of curriculum based support groups both Botvin's Life Skills Training Program and Youth Connection.

FBRC will provide the following:

Prevention Specialists dedicated to LCISD who have passed DPS criminal background checks and are fully trained to provide education, counseling and referral as appropriate.

Youth Connection, which includes ten weeks of education small groups. Students will be excused from class to attend the program no more than one hour per week.

Botvin's Life Skills, which includes 8 weeks of in-class lessons. Lessons will be conducted no more than once a week per class.

Staff oversight by the Prevention Services Coordinator and the department managers.

FBRC staff will follow school procedures as outlined by the school principal and will notify the school principal or his/her designee when absent.

FBRC staff will keep accurate and up to date records regarding student contacts and attendance.

FBRC staff will be available to attend district procedural and staff development meetings relating to counseling as scheduled. Prevention Specialists are available to provide district in-service and parent trainings as requested.

LCISD will provide:

Access to campuses where students will be served, which may include introductions to school personnel and LCISD ID badges.

Group space appropriate to conduct services.

Guidance and communication related to school district policies and specific site requirements.

FBRC will provide the Youth Connection program to students at the following campuses:

LAMAR CONS H S

B F TERRY H S

FOSTER H S

GEORGE RANCH H S

ALTERNATIVE LEARNING CENTER

LAMAR J H

GEORGE J H

NAVARRO MIDDLE

HENRY WERTHEIMER MIDDLE

J J WESSENDORFF MIDDLE

POLLY RYON MIDDLE

FBRC will provide the Botvin's Life Skill's Training Program at the following campuses:

BEASLEY EL

TRAVIS EL

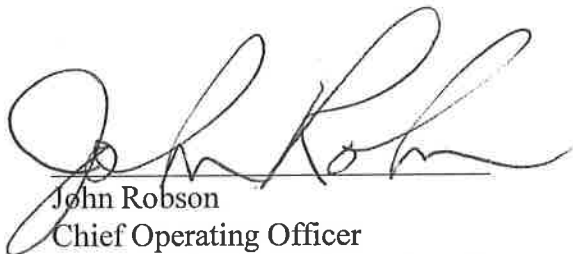
T L PINK EL

MANFORD WILLIAMS EL

JANE LONG EL

CORA THOMAS EL

BOWIE EL



John Robson  
Chief Operating Officer  
Fort Bend Regional Council on Substance Abuse, Inc.

9-17-13

Date

\_\_\_\_\_  
Jennifer Roberts  
LCISD

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUEST**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for the George Ranch High School Theatre to travel to New York City, New York on June 7-10, 2014.

**IMPACT/RATIONALE:**

The George Ranch High School Theatre Department requests permission to travel to New York City, New York on June 7-10, 2014 by airplane. The approximate cost per individual will be \$1,300, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. Total cost of the trip is estimated to be \$26,000. About 20 students are expected to participate plus directors, chaperones, and administrator. The expenses for the trip will be paid for by fundraising activities by the George Ranch High School Theatre Boosters.

**PROGRAM DESCRIPTION:**

Participating students from the George Ranch High School Theatre Department will participate in a 90 minute acting workshop, attend a Broadway show, and visit the tourist attractions of the city including NBC Studios, Central Park, Times Square, the 9/11 Memorial, the Statue of Liberty, Ellis Island, and Rockefeller Center. This is the first time a Lamar CISD high school has planned an educational field trip with a theatrical focus.

Submitted by:           Ramiro Estrada, Director of Fine Arts  
                                  Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUEST**

**RECOMMENDATION:**

That the Board of Trustees approves out-of-state travel for Lamar Consolidated High School Speech and Debate Team to attend the Harvard Speech and Debate Tournament in Cambridge, Massachusetts on February 14-17, 2014.

**IMPACT/ RATIONALE:**

LCHS Speech and Debate team requests permission to travel to Cambridge, Massachusetts from Feb 14 - 17, 2014 by airplane. The approximate cost for each student and sponsor is \$600, for a grand total of \$8,500. Meals, airfare, hotel, entry fees, and ground transportation are included in the cost. Approximately 15 students are expected to attend contingent upon qualifying and parent approval. Four adults including debate coach Yvonne Eype will be chaperoning the students. District funds would be used to cover the costs of sponsor expenses and tournament registration. All other costs would be covered by student fundraisers.

**BACKGROUND INFORMATION:**

The Harvard Speech and Debate Tournament is a qualifier for the Tournament of Champions in Extemporaneous Speaking, as well as Debate. The tournament includes competitors from nearly 30 states throughout the country. The competition serves as an excellent preparation for the TFA State Championship, the Tournament of Champions, and the National Forensic League National Championship, as well as the UIL Competition at district, region, and state levels. LCHS has a history of success at the national level and has previously placed first at this Harvard tournament in the past. LCHS attended this tournament in 2009 and 2011.

Submitted by:           Ramiro Estrada, Director of Fine Arts  
                                  Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Since the operating budget for LCISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 14.0)

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

George Jr. High is requesting two budget changes:

The first budget change is to pay for staff development for teachers. The trainings will include Margaret Kilgo, Fred Jones, and other trainings that will directly benefit ELL students. The trainings will provide campus wide team building activities that will foster a positive campus culture.

199-11	Classroom Instruction	(3,000.00)
199-13	Curriculum and Instr. Staff Development	3,000.00

The second budget change is to train all campus administrators and secretaries in The Breakthrough Coach research based model. This training will allow the campus administrators to get into the classrooms more and in turn positively impact instruction.

199-11	Classroom Instruction	(2,500.00)
199-23	School Leadership	2,500.00

---

The Superintendent's Office is requesting a budget change to assist George Ranch High School principal with travel costs to attend the 2013-14 Principals' Institute.

199-41	General Administration	(2,200.00)
199-23	School Leadership	2,200.00

---

The Fine Arts department is requesting a budget change to pay clinicians to assist the four high school marching bands with UIL preparation.

199-11	Classroom Instruction	(20,000.00)
199-36	Co-curricular/Extra-curricular Activities	20,000.00

---

Staff Development is requesting a budget change to pay for the increase in annual software maintenance fees for the professional development management system. The increase is due to personnel growth.

199-13	Curriculum and Instr. Staff Development	(1,250.00)
199-53	Data Processing Services	1,250.00

---

The Athletics department is requesting a budget change to reclass the 2013-14 security budget for extracurricular events to function 52. Per TEA Resource Guide, all fees for security and monitoring services should be coded to function 52.

199-36	Co-curricular/Extra-curricular Activities	(120,000.00)
199-52	Security & Monitoring Services	120,000.00

The Transportation department is requesting a budget amendment to amend the budget for insurance recovery funds received for bus damage. The funds will be used to repair the bus.

199-00	Revenue	6,217.21
199-34	Student Transportation	6,217.21

---

Elementary Education is requesting a budget change to set up a budget for Lamar Education Adventure Program expenses.

199-11	Classroom Instruction	(2,500.00)
199-61	Community Services	2,500.00

---

The Curriculum department is requesting a budget changes to pay for campus administrators to attend Margaret Kilgo Data Driven Decisions training.

199-11	Classroom Instruction	(1,925.00)
199-23	School Leadership	1,925.00

---

The Technology department is requesting a budget amendment to amend the budget for a contract relating to Distributed Denial of Services setup and monitoring services. This contract for services was entered into in September under the “Emergency Damage or Destruction” exemption of Board Policy CH(Legal).

199-53	Data Processing Services	100,750.00
--------	--------------------------	------------

---

The Business Office is requesting six budget changes:

The first budget amendment is to establish the American Red Cross swimming budget. This program is self sustaining.

199-00	Revenue	25,000.00
199-61	Community Services	25,000.00

The second budget change, on behalf of the Athletic Department, is requested to carry forward the prior year profit from the swimming program. The natatorium was constructed in 1982, supported by the significant contributions of the George Foundation. One of the stipulations was that the facility provides swimming lessons to the public as a community outreach program. Administratively, all excess revenue is to be used to support the educational program and for the upkeep of the facility to support instruction. Therefore, prior year profits are brought forward annually in this manner.

199-61	Community Services	3,122.00
--------	--------------------	----------



The third budget change is to amend the 2013-14 budget for startup funds. During the 2012-13 fiscal year, campuses received additional allocations for supplies to “startup” new classrooms due to enrollment growth. These funds were not spent by the end of the month (and fiscal year) so they are being carried forward to 2013-14.

199-11	Classroom Instruction	101,710.00
--------	-----------------------	------------

The fourth budget change is to amend the budget for the remaining Impact Aid received. The funds will be used to purchase instructional supplies in an effort to ensure the success of all students.

199-11	Classroom Instruction	8,123.15
--------	-----------------------	----------

The fifth budget change is to amend the 2013-14 budget for funds donated to the District by outside parties that were not expended in the 2012-13 year. These funds need to be carried forward so that they can be used for the intended purposes.

199-11	Classroom Instruction	84,408.21
199-12	Instr. Resources and Media Services	5,810.78
199-13	Curriculum and Instr. Staff Development	2,750.43
199-23	School Leadership	1,944.64
199-31	Guidance and Counseling	157.00
199-36	Co-curricular/Extra-curricular Activities	10,569.08
199-61	Community Services	15,355.38
199-81	Facilities Acquisition & Construction	74,549.84

The sixth budget change is to amend the 2013-14 budget for outstanding 2012-13 purchase orders. These purchase orders were encumbered in the 2012-13 year but goods/services were not received until September 2013.

199-11	Classroom Instruction	152,011.79
199-12	Instr. Resources and Media Services	3,825.20
199-13	Instructional Staff Development	9,214.28
199-21	Instructional Leadership	10,415.66
199-23	School Leadership	640.09
199-31	Guidance and Counseling	75,492.84
199-33	Health Services	853.62
199-34	Student Transportation	30,860.13
199-36	Cocurricular/Extracurricular Activities	76,141.23
199-41	General Administration	28,149.69
199-51	Plant Maintenance & Operations	396,217.25
199-52	Security & Monitoring Services	27,187.11
199-53	Data Processing Services	252,008.41
199-81	Facilities Acquisition & Construction	77,702.50
240-35	Food Services	329,371.93

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

That the Board of Trustees ratify the Financial and Investment Reports as presented.

### **PROGRAM DESCRIPTION:**

Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

Financial reports and statements are end products of the reporting process. You will find attached the following reports:

- Ratification of September 2013 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle  
Superintendent

## SCHEDULE OF SEPTEMBER 2013 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 September total \$16,476,055 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,856,306
614	Employee Benefits	462,477
621	Professional Services	247,031
623	Education Services Center	22,502
624	Contracted Maintenance and Repair Services	218,186
625	Utilities	88,571
626	Rentals and Operating Leases	2,251
629	Miscellaneous Contracted Services	446,974
631	Supplies and Materials for Maintenance and Operations	191,833
632	Textbooks and Other Reading Materials	224,569
633	Testing Materials	1,383
634	Food Service	581,538
639	General Supplies and Materials	429,994
641	Travel and Subsistence -- Employee and Student	26,705
642	Insurance and Bonding Costs	156,620
649	Miscellaneous Operating Costs/Fees and Dues	518,684
659	Other Debt Services Fees	9,750
662	Building Purchase, Construction, and/or Improvements	811,837
663	Furniture & Equipment - \$5,000 or more per unit cost	129,663
131	Inventory Purchases	46,419
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,762
<b>Total</b>		<b>16,476,055</b>

**PROGRAM DESCRIPTION:**


The report above represents all expenditures made during the month of September 2013. 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 SEPTEMBER 30, 2013**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	113,408,095.00	252,414.00	(113,155,681.00)	0.2%
5800-STATE PROGRAM REVENUES	82,693,545.00	28,987,071.00	(53,706,474.00)	35.1%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	-	(2,070,000.00)	0.0%
<b>TOTAL- REVENUES</b>	<b>198,171,640.00</b>	<b>29,239,485.00</b>	<b>(168,932,155.00)</b>	<b>14.8%</b>
<b><u>EXPENDITURES</u></b>				
6100-PAYROLL COSTS	163,739,654.00	13,309,885.00	150,429,769.00	8.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,352,912.00	470,922.00	12,881,990.00	3.5%
6300-SUPPLIES AND MATERIALS	8,916,152.00	177,768.00	8,738,384.00	2.0%
6400-OTHER OPERATING EXPENDITURES	8,982,419.00	276,223.00	8,706,196.00	3.1%
6600-CAPITAL OUTLAY	281,393.00	-	281,393.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>195,272,530.00</b>	<b>14,234,798.00</b>	<b>181,037,732.00</b>	<b>7.3%</b>

**Lamar CISD  
Local Investment Pools  
as of September 30, 2013**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,796,142.11	0.00	300,000.00	87.43	2,496,229.54
General Account	50,580,811.00	28,987,045.00	14,175,000.00	1,639.97	65,394,495.97
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,573,619.07	0.00	1,000,000.00	40.96	573,660.03
Debt Service Series 2004	35,072.88	0.00	0.00	1.15	35,074.03
Workmen's Comp	786,175.35	0.00	50,000.00	24.62	736,199.97
Property Tax	156,873.33	258,286.33	0.00	9.46	415,169.12
Vending Contract Sponsor	474,998.87	0.00	0.00	15.41	475,014.28
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	5.03	0.00	0.00	0.00	5.03
Debt Service Series 2007	1,235,023.33	0.00	0.00	40.03	1,235,063.36
Capital Projects Series 2005	667,023.76	0.00	0.00	21.60	667,045.36
Student Activity Funds	52,827.63	0.00	0.00	1.67	52,829.30
Taylor Ray Donation Account	12,359.38	0.00	0.00	0.36	12,359.74
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,191.62	0.00	0.00	1.75	53,193.37
Debt Service Series 2008	39.85	0.00	0.00	0.00	39.85
Powell Point Series 2003	19,302.70	0.00	0.00	0.62	19,303.32
Capital Projects 2012A	22,035,471.72	0.00	0.00	714.48	22,036,186.20
Debt Service 2012A	34.07	0.00	0.00	0.00	34.07
Debt Service 2012B	12.18	0.00	0.00	0.00	12.18
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,016.01	0.00	0.00	0.25	5,016.26
Workers' Comp	720,154.21	0.00	0.00	35.44	720,189.65
Property Tax Fund	32,128.27	0.00	0.00	1.58	32,129.85
General Fund	2,585,354.94	0.00	0.00	127.23	2,585,482.17
Food Service Fund	90,402.37	0.00	0.00	4.45	90,406.82
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.96	0.00	0.00	0.03	699.99
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.68	0.00	0.00	0.02	383.70
Capital Projects 2008	36,805.73	0.00	0.00	1.81	36,807.54
Capital Projects 2012A	22,035,840.72	0.00	0.00	1,084.46	22,036,925.18
<b>MBIA Texas CLASS Fund</b>					
General Account	15,324,179.85	0.00	0.00	1,153.14	15,325,332.99
Capital Project Series 1998	904.36	0.00	0.00	0.00	904.36
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,031,475.20	0.00	0.00	830.09	11,032,305.29
<b>TEXSTAR</b>					
Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	2,446,258.16	0.00	0.00	78.41	2,446,336.57
Capital Projects Series 2008	7,309,159.60	0.00	36,068.00	233.53	7,273,325.13
Debt Service Series 2012A	1,934,080.21	0.00	0.00	62.00	1,934,142.21
Debt Service Series 2012B	4,770.45	0.00	0.00	0.14	4,770.59
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,003,689.88	0.00	0.00	38.03	1,003,727.91
Capital Projects Series 2008	140.57	0.00	0.00	0.01	140.58
Capital Projects Series 2012A	10,590,954.07	0.00	1,356,995.57	378.73	9,234,337.23

<b>ACCOUNT TYPE</b>	<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>0.04</b>	<b>\$2,599.51</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>0.06</b>	<b>\$1,255.27</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>0.09</b>	<b>\$1,983.23</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>0.04</b>	<b>\$374.08</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>0.05</b>	<b>\$416.77</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$6,628.86</b>
<b>EARNINGS 9-01-13 THRU 9-30-13</b>		<b>\$6,628.86</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$6,628.86</b>

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

**RECOMMENDATION:**

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2012 (School Year 2011-12).

**IMPACT/RATIONALE:**

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

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

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

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

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2013. A printed copy of the report will be provided upon request.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013A AND SETTING CERTAIN PARAMETERS THEREFOR**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013A.

**IMPACT/RATIONALE:**

In September, the Board approved an Order allowing for the tax exempt refunding on outstanding Series 2004 and Series 2005 Bonds. An opportunity has developed that would allow the District to refund additional Series 2005 Bonds (that could not be refunded with tax exempt bonds) on, initially, a taxable basis. The Refunding Bonds would be deemed taxable through the conversion date (February 15, 2015). At that time, the Bonds would be converted to either a taxable rate at a lower coupon or a tax-exempt rate in accordance with the Order.

It is expected that the savings of this issue could be as much as \$3 million, which is in addition to the \$1.2 million expected to be received in connection with the refunding bonds issued under the Order approved in September. FirstSouthwest has compared the expected results of this issuance to using tax exempt bonds now (which is not available) and the net savings is expected to be as much as \$800,000 more. In addition, the District will eliminate the interest rate risk of this issuance.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013A is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- The price to be paid for the Series 2013 Bond 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 maximum true interest cost of the Series 2013 Bond shall not exceed 3.50%;
- The maximum amount of the Bond to be issued is \$35,000,000;
- The refunding of the Refunded Bonds shall produce a net present value savings of not less than 4.00% of the principal amount of the Refunded Bonds; and
- No Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

Mr. Terrell Palmer (FirstSouthwest Company), Mr. Jonathan Frels (Bracewell & Giuliani LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approve the Order authorizing the sale of refunding bonds. The underwriting Team will not be used with this issuance as the Bonds will be structured as a Loan and will be purchased by Wells Fargo Bank.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

ORDER  
AUTHORIZING THE ISSUANCE OF

\$ \_\_\_\_\_  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2013A

Adopted: \_\_\_\_\_, 2013



TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01.	Definitions .....	2
Section 1.02.	Other Definitions .....	5
Section 1.03.	Findings .....	5
Section 1.04.	Table of Contents, Titles and Headings .....	5
Section 1.05.	Interpretation.....	6

ARTICLE II

SECURITY FOR THE BOND

Section 2.01.	Tax Levy for Payment of Bond .....	6
---------------	------------------------------------	---

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE BOND

Section 3.01.	Authorization .....	7
Section 3.02.	Date, Denomination, Maturities, Numbers and Interest .....	7
Section 3.03.	Medium, Method and Place of Payment.....	8
Section 3.04.	Execution and Initial Registration .....	9
Section 3.05.	Ownership.....	9
Section 3.06.	Registration, Transfer and Exchange.....	10
Section 3.07.	Cancellation and Authentication.....	10
Section 3.08.	Replacement Bonds .....	11

ARTICLE IV

CONVERSION OF THE BOND; TAX COVENANTS EFFECTIVE ON CONVERSION TO A  
TAX-EXEMPT INTEREST RATE

Section 4.01.	Conversion to Tax-Exempt Rate.....	12
Section 4.02.	Conversion to Taxable Rate.....	12
Section 4.03.	Procedure for Recording the Applicable Interest Rate .....	12
Section 4.04.	Federal Income Tax Exclusion During Tax-Exempt Rate Period .....	12

ARTICLE V

REDEMPTION OF BOND BEFORE MATURITY

Section 5.01. Limitation on Redemption .....13

Section 5.02. No Optional Redemption .....13

Section 5.03. Mandatory Sinking Fund Redemption.....13

Section 5.04. Notice of Redemption .....13

Section 5.05. Payment Upon Redemption .....14

Section 5.06. Effect of Redemption.....14

Section 5.07. Lapse of Payment.....14

ARTICLE VI

PAYING AGENT/REGISTRAR

Section 6.01. Appointment of Initial Paying Agent/Registrar.....14

Section 6.02. Qualifications.....15

Section 6.03. Maintaining Paying Agent/Registrar .....15

Section 6.04. Termination.....15

Section 6.05. Notice of Change .....15

Section 6.06. Agreement to Perform Duties and Functions .....15

Section 6.07. Delivery of Records to Successor .....15

ARTICLE VII

FORM OF THE BOND

Section 7.01. Form Generally .....16

ARTICLE VIII

SALE OF THE BOND; CONTROL AND DELIVERY OF THE BOND

Section 8.01. Sale of Bond; Purchase Letter .....16

Section 8.02. Control and Delivery of Bond .....18

ARTICLE IX

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 9.01. Debt Service Fund .....18

Section 9.02. Deposit of Proceeds .....18

ARTICLE X

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

Section 10.01. Subscription for Securities .....19  
Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement;  
Deposit with Paying Agent for Refunded Bonds.....19  
Section 10.03. Payment of Refunded Bonds; Redemption of Refunded Bonds.....19

ARTICLE XI

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 11.01. Payment of Bond .....19  
Section 11.02. Other Representations and Covenants .....19

ARTICLE XII

DISCHARGE

Section 12.01. Discharge .....20

ARTICLE XIII

PERMANENT SCHOOL FUND GUARANTEE

Section 13.01. Permanent School Fund Guarantee.....20

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Order .....20  
Section 14.02. Partial Invalidity .....20  
Section 14.03. Repealer .....21  
Section 14.04. Individuals Not Liable .....21  
Section 14.05. Related Matters .....21  
Section 14.06. Force and Effect.....21

Schedule I – Schedule of Refunded Bonds Candidates  
Exhibit A – Tax-Exempt Bond Conversion Agreement  
Exhibit B – Interest Rate Addendum

AN ORDER AUTHORIZING THE ISSUANCE OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; PROVIDING FOR THE AWARD AND SALE OF SAID BOND IN ACCORDANCE WITH CERTAIN 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 Bond 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 Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, the Board of Trustees (the "Board") of the District desires to issue a refunding bond hereinafter authorized (the "Bond") for the purpose of refunding the Refunded Bonds for the purpose of achieving debt service savings; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue the Bond for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such Bond, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, 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 Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement in order to provide for the deposit of proceeds of the Bond and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the Bond herein authorized and the deposit of funds referred to above, the Refunded Bonds 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 Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board hereby finds and determines that the issuance and delivery of the Bond hereinafter authorized is necessary and in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a present value saving in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; 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 the Bond at this time, and

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

“Authorized Denomination” shall mean \$250,000 and integral multiples of \$5,000 in excess thereof.

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

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

“Bond” means the District’s bond authorized to be issued by Section 3.01 of this Order.

“Bond Counsel” means Bracewell & Giuliani LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the District 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.

“Code” means the Internal Revenue Code of 1986, as amended. Any reference to a particular provision of the Code is deemed to include any successor provision of any succession internal revenue law and applicable regulations promulgated under such provisions.

“Conversion Date” shall mean the date specified in the Pricing Certificate.

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bond representing the principal, premium, if any, and the interest due on the Bond.

“Debt Service Fund” means the Debt Service Fund established by Section 9.01(a) of this Order.

“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.

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

“Escrow Agreement” means the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“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.

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

“Initial Bond” means the Bond described in Section 3.04(d).

“Initial Taxable Rate Period” means the time period commencing on the Issuance Date up to but not including the Conversion Date.

“Initial Taxable Rate” means the taxable rate of interest payable during the Initial Taxable Rate Period, as specified in the Pricing Certificate.

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

“Interest Rate Addendum” means the addendum to the Bond described in Section 4.03, which shall be in substantially the form attached hereto as Exhibit B.

“Issuance Date” means the date of the initial delivery of and payment for the Bond.

“Maximum Rate” shall have the meaning specified in the Pricing Certificate.

“Order” means this Order.

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

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

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

“Pricing Certificate” means a certificate or certificates establishing the terms and effectuating the sale of the Bond to be signed by the Authorized Officer.

“Purchase Letter” means the letter agreement between the District and the Purchaser pertaining to the sale of the Bond.

“Purchaser” means the purchaser designated in the Pricing Certificate.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding an Interest Payment Date, or such other date as specified in the Purchasing Certificate.

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

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Stated Maturity” means the stated maturity date of the Bond as specified in the Pricing Certificate.

“Taxable Rate” means the taxable rate of interest payable during the Taxable Rate Period, as specified in the Pricing Certificate.

“Taxable Rate Period” means, in the event the parties do not execute the Tax-Exempt Bond Conversion Agreement prior to the Conversion Date, the period from and including the Conversion Date to Stated Maturity or prior redemption of the Bond.

“Tax-Exempt Rate” means the tax-exempt rate of interest payable during the Tax-Exempt Rate Period, as specified in the Pricing Certificate.

“Tax-Exempt Bond Conversion Agreement” means the agreement between the District and the Purchaser providing for the conversion of the interest rate on the Bond from the Initial Taxable Rate to the Tax-Exempt Rate, which agreement shall be in substantially the form attached hereto as Exhibit A.

“Tax-Exempt Rate Period” means, in the event the parties execute the Tax-Exempt Bond Conversion Agreement prior to the Conversion Date, the period from and including the Conversion Date to Stated Maturity or prior redemption of the Bond.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bond as the same become due and payable and remaining unclaimed by the Owners of such Bond for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Board” and “District” shall have the meanings assigned in the preamble to this Order.

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

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



Section 1.05. Interpretation.

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

(b) Article and section references shall mean references to articles and sections of this Order unless designated otherwise.

(c) 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.

ARTICLE II

SECURITY FOR THE BOND

Section 2.01. Tax Levy for Payment of Bond.

(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 the Bond or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bond, 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 taking into account any available or otherwise unencumbered funds of the District on deposit in the interest and sinking fund designated for the Bond, 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 Bond; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bond.

(b) To pay the Debt Service coming due on the Bond 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 Bond 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 Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE BOND

Section 3.01. Authorization. The District's Bond to be designated "Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013A," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly the Chapter 1207. The Bond shall be issued in an aggregate principal amount not to exceed \$35,000,000 for the purposes of (i) refunding the Refunded Bonds and (ii) paying the costs of issuing the Bond.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

- (a) *Denominations.* The bond shall be issued in Authorized Denominations.
- (b) *Maturity.* The principal amount of the Bond shall mature on the date or dates specified in the Pricing Certificate.
- (c) *Bond Numbers.* The Initial Bond shall be numbered I-1 and all other Bonds, if any, shall be numbered separately from R-1 upward or with such other designation acceptable to the District and the Paying Agent/Registrar.
- (d) *Dated Date.* The Bond shall be dated the Dated Date.
- (e) *Interest on the Bond.* Interest on the Bond shall bear interest at the rates and accrue interest in the manner provided below. Interest on the Bond shall be calculated on the basis of a 360-day year of twelve thirty-day months.
  - (i) *Initial Taxable Rate Period.* The Bond shall bear interest during the Initial Taxable Rate Period at the Initial Taxable Rate. Interest shall accrue from the later of the Issuance Date of the Bond or the most recent Interest Payment Date to which interest has been paid or provided for, and shall be payable in arrears on each Interest Payment Date until the earlier of the Conversion Date or prior redemption, if any.
  - (ii) *Taxable Rate Period.* The Bond shall bear interest during the Taxable Rate Period at the Taxable Rate. Interest shall accrue from the later of the Conversion Date of the Bond or the most recent Interest Payment Date to which interest has been paid or provided for, and shall be payable in arrears on each Interest Payment Date until the earlier of Stated Maturity or prior redemption, if any.
  - (iii) *Tax-Exempt Rate Period.* The Bond shall bear interest during the Tax-Exempt Rate Period at the Tax-Exempt Rate. Interest shall accrue from the later of the Conversion Date of the Bond or the most recent Interest Payment Date to which interest has been paid or provided for, and shall be payable in arrears on each Interest Payment Date until the earlier of Stated Maturity or prior redemption, if any.

(iv) *Maximum Rate.* The interest rate on the Bond shall never exceed the Maximum Rate.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bond shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bond shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest 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 scheduled payment date of the past due interest (the "Special Payment Date"), which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Owner of the 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.

(c) Interest on the Bond shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it 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 expenses of such other customary banking arrangements.

(d) The principal of the Bond shall be paid to the person in whose name such Bond is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office; provided, however, that for so long as the Bond is held by a single Owner, mandatory sinking fund redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Bond.

(e) If a date for the payment of the principal of or interest on the Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the District and thereafter neither the District, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bond for any further payment of such unclaimed moneys or on account of any such Bond.

Section 3.04. Execution and Initial Registration.

(a) The Bond 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 Bond shall have the same effect as if the Bond had been signed manually and in person by each of said officers, and such facsimile seal on the Bond shall have the same effect as if the official seal of the District had been manually impressed upon the Bond.

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

(c) Except 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 in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas 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 of Texas.

(d) On the Issuance Date, one Bond (the "Initial Bond"), executed by manual or facsimile signature of the President or Vice President and the Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and 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 person deemed to be the Owner of any Bond in accordance with this Section 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 the Bond remains outstanding, the District shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (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 the Bond in accordance with this Order.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of a Bond may be transferred only upon the presentation and surrender of the Bond 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. The Bond may not be transferred until after the Conversion Date, and no transfer of any Bond shall be effective until entered in the Register.

(c) The Bond shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond of the same maturity and interest rate and in Authorized Denominations, and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Bond exchanged for another Bond in accordance with this Section.

(d) Each exchange 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 in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of the Bond. 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 issue, transfer, or exchange any Bond called for redemption, in whole or in part, 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 Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation and Authentication. Any portion of the Bond paid or redeemed before scheduled maturity in accordance with this Order, and a Bond in lieu of which an exchange Bond or a replacement Bond is authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Bond in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, 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 of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

(iv) satisfies any other reasonable requirements imposed by the District 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.

(e) Each replacement Bond delivered 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 in lieu of which such replacement Bond is delivered.

ARTICLE IV  
CONVERSION OF THE BOND; TAX COVENANTS EFFECTIVE ON CONVERSION TO A  
TAX-EXEMPT INTEREST RATE

Section 4.01. Conversion to Tax-Exempt Rate.

(a) During the period that begins 90 days before the Conversion Date and runs to and including the Conversion Date, the District and the Purchaser may enter into a Tax-Exempt Bond Conversion Agreement that provides for the conversion of the interest rate on the Bond from the Initial Taxable Rate to the Tax-Exempt Rate, effective as of the Conversion Date. The Tax-Exempt Bond Conversion Agreement shall be in substantially the form attached hereto as Exhibit A.

(b) The Conversion to the Tax-Exempt Rate shall not be effective unless all of the following conditions are met:

(i) The Purchaser and the District shall have executed a Tax-Exempt Bond Conversion Agreement and delivered a copy of such agreement to the Paying Agent/Registrar;

(ii) The District shall have obtained an opinion of nationally recognized bond counsel that, after the Conversion Date, interest on the Tax-Exempt Bond is excludable from gross income for federal income tax purposes under existing law;

(iii) Nationally recognized bond counsel shall have received a federal tax certificate in a form sufficient to support its opinion described in subsection (ii), above; and

(iv) Nationally recognized bond counsel shall have received such other certifications from the District and the Purchaser, including issue price certificates, as may be necessary to support its opinion described in subsection (ii) above.

Section 4.02. Conversion to Taxable Rate. In the event the District and the Purchaser shall fail to enter into the Tax-Exempt Bond Conversion Agreement as provided in Section 4.01, the Bond shall automatically convert from the Initial Taxable Rate to the Taxable Rate on the Conversion Date.

Section 4.03. Procedure for Recording the Applicable Interest Rate. Upon the conversion of the Bond to either a Tax-Exempt Rate pursuant to Section 4.01 or a Taxable Rate pursuant to Section 4.02, the Paying Agent/Registrar shall execute and provide to the District and the Purchaser a copy of the Interest Rate Addendum to the Bond, which addendum shall be in substantially the form attached hereto as Exhibit B. In the Interest Rate Addendum, the Paying Agent/Registrar shall indicate the applicable interest rate on the Bond commencing on the Conversion Date. The Interest Rate Addendum shall be attached to the Bond, and shall be deemed incorporated into and a part of the Bond for all purposes.

Section 4.04. Federal Income Tax Exclusion During Tax-Exempt Rate Period. In the event that the District and the Purchaser enter into the Tax-Exempt Bond Conversion Agreement,

the covenants regarding Federal Income Tax Exclusion during a Tax-Exempt Rate Period attached as Exhibit A of such Tax-Exempt Bond Conversion Agreement (with such changes as are necessary in the opinion of bond counsel to allow them to issue the opinion referenced in Section 4.01(b)(ii) shall become effective as of the Conversion Date and shall be incorporated herein as part of this Section 4.04 for all purposes.

ARTICLE V  
REDEMPTION OF BOND BEFORE MATURITY

Section 5.01. Limitation on Redemption. The Bond shall be subject to redemption before Stated Maturity only as provided in this Article V and in the Pricing Certificate.

Section 5.02. No Optional Redemption. The Bond shall not be subject to optional redemption prior to scheduled maturity.

Section 5.03. Mandatory Sinking Fund Redemption.

(a) The Bond is issued as a single “Term Bond” as designated in the Pricing Certificate and is subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) The Paying Agent/Registrar shall apportion the principal amount of the Term Bond subject to mandatory redemption among the Owners on a pro rata basis, shall call such Term Bond for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 5.04. For so long as the Bond is held as a single Term Bond by the Purchaser, the Paying Agent/Registrar shall record the reductions in the principal amount of the Bond due to mandatory sinking fund redemption payments and the presentation of the Bond for payment shall not be required.

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

Section 5.04. Notice of Redemption. The Paying Agent/Registrar shall give notice of any redemption of the Bond 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 on the Register at the close of business on the business day next preceding the date of mailing of such notice. The notice shall state the redemption date, the redemption price, the place at which the Bond is to be surrendered for payment, and, if less than all the Bond is to be redeemed, an identification of the Bond or portions thereof to be redeemed. 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, the Bond 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 Bond or portion thereof shall cease to accrue.

Section 5.05. 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 Bond to be redeemed on such date by setting aside and holding in trust such amounts as are 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 Bond being redeemed.

(b) Upon presentation and surrender of the Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar 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 5.06. Effect of Redemption.

(a) When the Bond has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bond 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 the Bond or portion thereof called for redemption shall terminate on the date fixed for redemption. If the District shall fail to make provision for payment of all sums due on a redemption date, then the 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.

(b) If the District shall fail to make provision for payment of all sums due on a redemption date, then the Bond or portions 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 by the District.

Section 5.07. Lapse of Payment. Money set aside for the redemption of the Bond and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

## ARTICLE VI

### PAYING AGENT/REGISTRAR

Section 6.01. Appointment of Initial Paying Agent/Registrar.

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

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

Section 6.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, 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 Bond.

Section 6.03. Maintaining Paying Agent/Registrar.

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

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

Section 6.04. Termination. The District, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bond.

Section 6.05. Notice of Change. 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 and any bond insurer 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 6.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, 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 thereby.

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

## ARTICLE VII

### FORM OF THE BOND

#### Section 7.01. Form Generally.

(a) The Bond, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form and the Certificate of the Permanent School Fund Guarantee to appear on the Bond, (i) shall be substantially in the form set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification 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 Bond, as evidenced by their execution thereof.

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

(c) The Interest Rate Addendum shall be attached to the Bond following the Conversion Date.

(d) The Bond, including the Initial Bond submitted to the Attorney General of Texas, shall be typed, printed, lithographed, photocopied 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 Bond, as evidenced by their execution thereof.

## ARTICLE VIII

### SALE OF THE BOND; CONTROL AND DELIVERY OF THE BOND

#### Section 8.01. Sale of Bond; Purchase Letter.

(a) The Bond shall be sold to the Purchaser in accordance with the terms of this Order. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bond and in carrying out the other procedures specified in this Order, including determining the Purchaser, the price at which the Bond will be sold, the number and designation of the Bond to be issued, form in which the Bond shall be issued, the year and date on which the Bond will mature, the principal amount to mature, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount to be issued by the District, the rates of interest to be borne by the Bond in various interest rate periods, the Maximum Rate, the Interest Payment Dates, the dates, prices and terms upon and at which the Bond shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bond and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

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

(ii) the maximum true interest cost of the Bond shall not exceed 3.5%;

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

(iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 4% of the principal amount of the Refunded Bonds; and

(v) no Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Letter, providing for the sale of the Bond to the Purchaser, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Letter 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 its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bond. The Initial Bond shall be registered in the name of the Purchaser or such other entity as may be specified in the Purchase Letter. Further, in connection with the submission of the record of proceedings for the Bond to the Attorney General of the State of Texas for examination and approval of such Bond, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

(c) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date 180 days from the date of this Order, unless otherwise extended by the Board by separate action.

(d) The obligation of the Purchaser to accept delivery of the Bond is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

(e) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bond, to pay the costs of issuance of the Bond, to effectuate the refunding of the Refunded Bonds and to effectuate the terms and provisions of this Order, including, without limitation, making

application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 8.02. Control and Delivery of Bond.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Bond shall be made to the Purchaser under and subject to the general supervision and direction of the President or Vice President of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

(c) In the event the President of the Board is absent or otherwise unable to execute any document or take any action authorized herein, the Vice President of the Board shall be authorized to execute such documents and take such actions, and the performance of such duties by the Vice President of the Board shall for the purposes of this Order have the same force and effect as if such duties were performed by the President of the Board.

ARTICLE IX

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 9.01. Debt Service Fund.

(a) The District hereby establishes a special fund or account to be designated the “Lamar Consolidated Independent School District, Unlimited Tax Refunding Bond, Series 2013A, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the District separate and apart from all other funds and accounts of the District. The taxes levied under Section 2.01 and other funds to be deposited to the Debt Service Fund shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Bond.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Bond plus the aggregate amount of interest due and that will become due and payable on such Bond, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Bond as such become due and payable.

Section 9.02. Deposit of Proceeds. Proceeds from the sale of the Bond shall, promptly upon receipt by the District, be applied as set forth in the Pricing Certificate.

## ARTICLE X

### SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

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 and ratified.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bond, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, an Escrow Agreement, 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.

Section 10.03. Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund and shall cease to be payable from ad valorem taxes. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

## ARTICLE XI

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 11.01. Payment of Bond. While the Bond is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay Debt Service when due.

Section 11.02. Other Representations and Covenants. The District is duly authorized under the laws of the State of Texas to issue the Bond; all action on its part for the creation and issuance of the Bond has been duly and effectively taken; and the Bond in the hands of the Owners thereof is and will be a valid and enforceable obligation of the District in accordance with its terms.

## ARTICLE XII

### DISCHARGE

Section 12.01. Discharge. The District reserves the right to defease, discharge or refund the Bond in any manner permitted by applicable law.

## ARTICLE XIII

### PERMANENT SCHOOL FUND GUARANTEE

Section 13.01. 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 Bond to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bond is defeased, the guarantee of the Bond 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 Bond by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order and the Pricing Certificate shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bond;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bond, 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 Bond.

## ARTICLE XIV

### MISCELLANEOUS

Section 14.01. Changes to Order. 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 Bond by the Attorney General of Texas.

Section 14.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 14.03. Repealer. All orders or resolutions, or parts thereof, heretofore adopted by the District and inconsistent with the provisions of this Order are hereby repealed to the extent of such conflict.

Section 14.04. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Board or agent or employee of the Board or of the District in his or her individual capacity and neither the members of Board nor any officer thereof, nor any agent or employee of the Board or of the District, shall be liable personally on the Bond, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 14.05. 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, 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 14.06. 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 AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

---

President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

**SCHEDULE I**

**SCHEDULE OF REFUNDED BOND CANDIDATES**

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

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2004

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2005

**EXHIBIT A**

**FORM OF TAX-EXEMPT BOND CONVERSION AGREEMENT**

**TAX-EXEMPT BOND CONVERSION AGREEMENT**

THIS TAX-EXEMPT BOND CONVERSION AGREEMENT (the “Agreement”), effective as of February 15, 2015 (the “Conversion Date”), is made by and between Lamar Consolidated Independent School District, a political subdivision of the State of Texas located in Fort Bend County, Texas, (the “District”), and \_\_\_\_\_ (the “Bank”), a national banking association duly organized and existing under the laws of the United States of America.

**RECITALS**

The District has duly authorized and provided for the issuance of its Unlimited Tax Refunding Bond, Series 2013A (the “Bond”), dated \_\_\_\_\_, 2013.

The Order of the Board of Trustees, dated \_\_\_\_\_, 2013, authorizing the issuance of the Bond (the “Order”) provides that the Bank and the District may agree to convert the rate at which the Bond bears interest from the Initial Taxable Rate to the Tax-Exempt Rate effective as of the Conversion Date, subject to meeting certain conditions.

The District and the Bank now wish to enter into this Agreement in order to effectuate such conversion in accordance with Article IV of the Order.

The District and the Bank will deliver an executed copy of this Agreement to the Paying Agent/Registrar (as defined in the Order) for the Bond in accordance with Section 4.03 of the Order.

**AGREEMENT**

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the District and the Bank agree as follows:

Section 1. Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order.

Section 2. Conversion to Tax-Exempt Rate. The District and the Bank hereby agree that the interest rate on the Bond will convert to the Tax-Exempt Rate on the Conversion Date, subject to the District’s compliance with the conditions set forth in Section 4.01 of the Order.

Section 3. Compliance with Covenants Regarding Tax Exemption and Filing of Form 8038-G.

(a) The District hereby agrees that the covenants contained in the attached Exhibit A will become operative on the Conversion Date and shall be incorporated as operative terms of the Order.

(b) The District agrees to promptly file a Form 8038-G with the Internal Revenue Service in connection with conversion of the interest rate on the Bond to a Tax-Exempt Rate.

Section 4. Delivery of Agreement to Paying Agent/Registrar. Upon compliance with the provisions of Section 4.01 of the Order, the District and the Bank hereby agree to deliver an executed copy of this agreement to the Paying Agent/Registrar for the Bond. Delivery of an executed copy of this Agreement shall serve as written instructions to the Paying Agent/Registrar to execute an Interest Rate Addendum indicating that the Bond will bear interest at the Tax-Exempt Rate as of the Conversion Date.

Section 5. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

EXECUTED in multiple counterparts as of \_\_\_\_\_, 20\_\_.

LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
COVENANTS REGARDING FEDERAL INCOME TAX EXCLUSION  
DURING THE TAX-EXEMPT RATE PERIOD

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order.

(a) General. During a Tax-Exempt Rate Period, the District intends that the interest on the Bond will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, and the applicable Treasury regulations promulgated thereunder the (“Regulations”). The District covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bond to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the District covenants and agrees to comply with each requirement of Section 4.04 of the Order; provided, however, that the District shall not be required to comply with any particular requirement of Section 4.04 of the Order if the District has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bond or (ii) compliance with some other requirement set forth in Section 4.04 of the Order will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in Section 4.04 of the Order.

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

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

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

the District will certify, through an authorized officer, employee or agent, based upon all the facts and estimates known or reasonably expected to be in existence on the date the Bond is delivered, that the proceeds of the Refunded Bonds have not been used in a manner that would cause the Refunded Bonds or the Bond to be “hedge bonds” within the meaning of section 149(g) of the Code and Regulations promulgated thereunder.

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

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

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

(h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Bonds and the Bond until three years after the Bond is redeemed, or such shorter period as authorized by subsequent

guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bond by the Internal Revenue Service.

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

(j) Continuing Obligation. Notwithstanding any other provision of the Order, the District's obligations under the covenants and provisions of Section 4.04 of the Order shall survive the defeasance and discharge of the Bond for as long as such matters are relevant to the exclusion from gross income of interest on the Bond for federal income tax purposes.



**EXHIBIT B**

**FORM OF INTEREST RATE ADDENDUM**

INTEREST RATE ADDENDUM

This Interest Rate Addendum to the Bond is being executed and delivered pursuant to Section 4.03 of the Order. As of the Conversion Date, the Bond shall bear interest at the [Insert: Tax-Exempt Rate or Taxable Rate, as appropriate based on the execution (or failure to execute) the Tax-Exempt Bond Conversion Agreement by the Conversion Date.]

[\_\_\_\_\_] ,  
as Paying Agent/Registrar

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

By: \_\_\_\_\_  
Authorized Signatory

**CERTIFICATE FOR ORDER**

**THE STATE OF TEXAS           §**  
**COUNTY OF FORT BEND       §**

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

1. The Board of Trustees of the Lamar Consolidated Independent School District, convened in a [regular/special] meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

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

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

AN ORDER AUTHORIZING THE ISSUANCE OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; PROVIDING FOR THE AWARD AND SALE OF SAID BOND IN ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

2. A true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said Order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

District Secretary  
Lamar Consolidated Independent School  
District

[SEAL]

**ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013B AND SETTING CERTAIN PARAMETERS THEREFOR**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013B.

**IMPACT/RATIONALE:**

In September, the Board approved an Order allowing for the tax exempt refunding of outstanding Series 2004 and Series 2005 Bonds. An opportunity has developed that would allow the District to refund a portion of the Series 2004 and 2005 Bonds by a direct sale to Wells Fargo Bank. It is expected that the direct sale will provide a lower rate than an open market sale. Our Financial Advisor is requesting the flexibility to market the Refunding Bonds with either the direct placement or the open market, which ever produces the most amount of debt service savings.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013B is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- The price to be paid for the Series 2013B Bond shall not be less than 90% of the aggregate original principal amount of the Bond plus accrued interest thereon from their date to their delivery;
- The maximum true interest cost of the Series 2013B Bond shall not exceed 3.50%;
- The maximum amount of the Bonds to be issued is \$29,855,000;
- The refunding of the Refunded Bonds shall produce a net present value savings of not less than 4.00% of the principal amount of the Refunded Bonds; and
- No Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

Mr. Terrell Palmer (FirstSouthwest), Mr. Jonathan Frels (Bracewell & Giuliani LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approve the Order authorizing the sale of refunding bonds. The underwriting team will not be used with this issuance as the Bond will be structured as a loan and will be purchased by Wells Fargo Bank.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

ORDER  
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2013B

Adopted: \_\_\_\_\_, 2013

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01.	Definitions .....	2
Section 1.02.	Other Definitions .....	4
Section 1.03.	Findings .....	4
Section 1.04.	Table of Contents, Titles and Headings .....	5
Section 1.05.	Interpretation.....	5

ARTICLE II

SECURITY FOR THE BOND

Section 2.01.	Tax Levy for Payment of Bond .....	5
---------------	------------------------------------	---

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE BOND

Section 3.01.	Authorization .....	6
Section 3.02.	Date, Denomination, Maturities, Numbers and Interest .....	6
Section 3.03.	Medium, Method and Place of Payment.....	6
Section 3.04.	Execution and Initial Registration .....	7
Section 3.05.	Ownership.....	8
Section 3.06.	Registration, Transfer and Exchange.....	8
Section 3.07.	Cancellation and Authentication.....	9
Section 3.08.	Replacement Bonds .....	9

ARTICLE IV

REDEMPTION OF BOND BEFORE MATURITY

Section 4.01.	Limitation on Redemption .....	10
Section 4.02.	Optional Redemption.....	10
Section 4.03.	Mandatory Sinking Fund Redemption.....	10
Section 4.04.	Notice of Redemption .....	11
Section 4.05.	Payment Upon Redemption.....	11
Section 4.06.	Effect of Redemption.....	11
Section 4.07.	Lapse of Payment.....	12

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.....12

Section 5.02. Qualifications.....12

Section 5.03. Maintaining Paying Agent/Registrar .....12

Section 5.04. Termination.....12

Section 5.05. Notice of Change .....12

Section 5.06. Agreement to Perform Duties and Functions .....13

Section 5.07. Delivery of Records to Successor .....13

ARTICLE VI

FORM OF THE BOND

Section 6.01. Form Generally .....13

ARTICLE VII

SALE OF THE BOND; CONTROL AND DELIVERY OF BONDS

Section 7.01. Sale of Bond.....13

Section 7.02. Control and Delivery of Bond .....15

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund .....15

Section 8.02. Deposit of Proceeds .....16

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bond.....16

Section 9.02. Other Representations and Covenants .....16

Section 9.03. Federal Income Tax Exclusion .....16

ARTICLE X

DISCHARGE

Section 10.01. Discharge .....18

ARTICLE XI

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

Section 11.01. Subscription for Securities.....18  
Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement;  
Deposit with Paying Agent for Refunded Bonds.....19  
Section 11.03. Payment of Refunded Bonds; Redemption of Refunded Bonds.....19

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. Permanent School Fund Guarantee.....19

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order .....20  
Section 13.02. Partial Invalidity .....20  
Section 13.03. Repealer .....20  
Section 13.04. Individuals Not Liable .....20  
Section 13.05. Related Matters .....20  
Section 13.06. Force and Effect.....20

Schedule I – Schedule of Refunded Bond Candidates



AN ORDER AUTHORIZING THE ISSUANCE OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; PROVIDING FOR THE AWARD AND SALE OF SAID BOND IN ACCORDANCE WITH CERTAIN 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 Bond 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 Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, the Board of Trustees (the "Board") of the District desires to issue a refunding bond hereinafter authorized (the "Bond") for the purpose of refunding the Refunded Bonds for the purpose of achieving debt service savings; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue the Bond for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such Bond, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, 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 Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement in order to provide for the deposit of proceeds of the Bond and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the Bond herein authorized and the deposit of funds referred to above, the Refunded Bonds 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 Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board hereby finds and determines that the issuance and delivery of the Bond hereinafter authorized is necessary and in the public interest and the use of the proceeds in

the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a present value saving in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; 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 the Bond at this time, and

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

“Authorized Denomination” shall mean \$250,000 and integral multiples of \$5,000 in excess thereof.

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

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

“Bond” means the District’s bond authorized to be issued by Section 3.01 of this Order.

“Bond Counsel” means Bracewell & Giuliani LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the District 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.

“Code” means the Internal Revenue Code of 1986, as amended. Any reference to a particular provision of the Code is deemed to include any successor provision of any succession internal revenue law and applicable regulations promulgated under such provisions.

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bond representing the principal, premium, if any, and the interest due on the Bond.

“Debt Service Fund” means the Debt Service Fund established by Section 8.01(a).

“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.

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

“Escrow Agreement” means the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“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.

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

“Initial Bond” means the Bond described in Section 3.04(d).

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

“Issuance Date” means the date of the initial delivery of and payment for the Bond.

“Order” means this Order.

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

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

Certificate.

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

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Letter” means the letter agreement between the District and the Purchaser pertaining to the sale of the Bond.

“Purchaser” means the purchaser designated in the Pricing Certificate.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

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

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Stated Maturity” means the stated maturity date of the Bond specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bond as the same become due and payable and remaining unclaimed by the Owners of such Bond for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Board” and “District” shall have the meanings assigned in the preamble to this Order.

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

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

Section 1.05. Interpretation.

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

(b) Article and section references shall mean references to articles and sections of this Order unless designated otherwise.

(c) 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.

## ARTICLE II

### SECURITY FOR THE BOND

Section 2.01. Tax Levy for Payment of Bond.

(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 the Bond or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bond, 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 taking into account any available or otherwise unencumbered funds of the District on deposit in the interest and sinking fund designated for the Bond, 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 Bond; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bond.

(b) To pay the Debt Service coming due on the Bond 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 Bond 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 Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will

take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BOND

Section 3.01. Authorization. The District's Bond to be designated "Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013B," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly the Chapter 1207. The Bond shall be issued in an aggregate principal amount not to exceed \$29,855,000 for the purposes of (i) refunding the Refunded Bonds and (ii) paying the costs of issuing the Bond.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bond shall be dated the Dated Date as set forth in the Pricing Certificate and shall be issued in Authorized Denominations.

(b) The principal amount of the Bond shall mature on the date or dates specified in the Pricing Certificate.

(c) The Initial Bond shall be numbered I-1 and all other Bonds, if any, shall be numbered separately from R-1 upward or with such other designation acceptable to the District and the Paying Agent/Registrar.

(d) Interest on the Bond shall accrue from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided and be paid on each Interest Payment Date until Stated Maturity or prior redemption, as more specifically described 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) The principal of and interest on the Bond shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bond shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest 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 scheduled payment date of the past due interest (the "Special Payment Date"), which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Owner of the 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.

(c) Interest on the Bond shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it 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 expenses of such other customary banking arrangements.

(d) The principal of the Bond shall be paid to the person in whose name such Bond is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office; provided, however, that for so long as the Bond is held by a single Owner, mandatory sinking fund redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Bond.

(e) If a date for the payment of the principal of or interest on the Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the District and thereafter neither the District, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bond for any further payment of such unclaimed moneys or on account of any such Bond.

#### Section 3.04. Execution and Initial Registration.

(a) The Bond 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 Bond shall have the same effect as if the Bond had been signed manually and in person by each of said officers, and such facsimile seal on the Bond shall have the same effect as if the official seal of the District had been manually impressed upon the Bond.

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

(c) Except 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 in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that

the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas 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 of Texas.

(d) On the Issuance Date, one Bond (the "Initial Bond"), executed by manual or facsimile signature of the President or Vice President and the Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and 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 person deemed to be the Owner of any Bond in accordance with this Section 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 the Bond remains outstanding, the District shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (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 the Bond in accordance with this Order.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of a Bond may be transferred only upon the presentation and surrender of the Bond 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. The Bond may not be transferred until after the Conversion Date, and no transfer of any Bond shall be effective until entered in the Register.

(c) The Bond shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond of the same maturity and interest rate and in Authorized Denominations, and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Paying



Agent/Registrar is hereby authorized to authenticate and deliver a Bond exchanged for another Bond in accordance with this Section.

(d) Each exchange 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 in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of the Bond. 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 issue, transfer, or exchange any Bond called for redemption, in whole or in part, 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 Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation and Authentication. Any portion of the Bond paid or redeemed before scheduled maturity in accordance with this Order, and a Bond in lieu of which an exchange Bond or a replacement Bond is authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Bond in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, 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 of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

(iv) satisfies any other reasonable requirements imposed by the District 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.

(e) Each replacement Bond delivered 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 in lieu of which such replacement Bond is delivered.

## ARTICLE IV

### REDEMPTION OF BOND BEFORE MATURITY

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

Section 4.02. Optional Redemption. [The Bond shall be subject to optional redemption prior to scheduled maturity only as provided in the Pricing Certificate. / The Bond shall not be subject to optional redemption prior to scheduled maturity.]

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bond will be issued as a single “Term Bond” as designated in the Pricing Certificate, will be subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) The Paying Agent/Registrar shall apportion the principal amount of the Term Bond subject to mandatory redemption among the Owners on a pro rata basis, shall call such Term Bond for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.04. For so long as the Bond is held as a single Term Bond by the Purchaser, the Paying Agent/Registrar shall record the reductions in the

principal amount of the Bond due to mandatory sinking fund redemption payments and the presentation of the Bond for payment shall not be required.

(c) The principal amount of the Term Bond required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bond which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.04. Notice of Redemption. The Paying Agent/Registrar shall give notice of any redemption of the Bond 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 on the Register at the close of business on the business day next preceding the date of mailing of such notice. The notice shall state the redemption date, the redemption price, the place at which the Bond is to be surrendered for payment, and, if less than all the Bond is to be redeemed, an identification of the Bond or portions thereof to be redeemed. 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, the Bond 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 Bond or portion thereof shall cease to accrue.

Section 4.05. 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 Bond to be redeemed on such date by setting aside and holding in trust such amounts as are 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 Bond being redeemed.

(b) Upon presentation and surrender of the Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar 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 4.06. Effect of Redemption.

(a) When the Bond has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bond 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 the Bond or portion thereof called for redemption shall terminate on the date fixed for redemption. If the District shall fail to make provision for payment of all sums due on a redemption date, then the 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.

(b) If the District shall fail to make provision for payment of all sums due on a redemption date, then the Bond or portions 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 by the District.

Section 4.07. Lapse of Payment. Money set aside for the redemption of the Bond 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 Bond, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

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

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, 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 Bond.

Section 5.03. Maintaining Paying Agent/Registrar. At all times while the Bond is outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. 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, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bond.

Section 5.05. Notice of Change. 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, and executing the Paying Agent/Registrar Agreement, 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 thereby.

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 Bond to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE BOND

#### Section 6.01. Form Generally.

(a) The Bond, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee to appear on the Bond, (i) shall be substantially in the form set forth in the Pricing Certificate, 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 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 Bond, as evidenced by their execution thereof.

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

(c) The Bond, including the Initial Bond submitted to the Attorney General of Texas, shall be typed, printed, lithographed, photocopied 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 Bond, as evidenced by their execution thereof.

## ARTICLE VII

### SALE OF THE BOND; CONTROL AND DELIVERY OF BONDS

#### Section 7.01. Sale of Bond.

(a) The Bond shall be sold to the Purchaser in accordance with the terms of this Order. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bond and in carrying out the other procedures specified in this Order, including determining the Purchaser, the price at which the Bond will be sold, the number and designation of the Bond to be issued, form in which the Bond shall be issued, the year and date on which the Bond will mature, the principal amount to mature, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount to be issued by

the District, the rate of interest to be borne by the Bond, the Interest Payment Dates, the dates, prices and terms upon and at which the Bond shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bond and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

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

(ii) the maximum true interest cost of the Bond shall not exceed 3.5%;

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

(iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 4% of the principal amount of the Refunded Bonds; and

(v) no Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Letter, providing for the sale of the Bond to the Purchaser, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Letter 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 its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bond. The Initial Bond shall be registered in the name of the Purchaser or such other entity as may be specified in the Purchase Letter. Further, in connection with the submission of the record of proceedings for the Bond to the Attorney General of the State of Texas for examination and approval of such Bond, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

(c) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date 180 days from the date of this Order, unless otherwise extended by the Board by separate action.

(d) The obligation of the Purchaser to accept delivery of the Bond is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

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

Section 7.02. Control and Delivery of Bond.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Bond shall be made to the Purchaser under and subject to the general supervision and direction of the President or Vice President of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

(c) In the event the President of the Board is absent or otherwise unable to execute any document or take any action authorized herein, the Vice President of the Board shall be authorized to execute such documents and take such actions, and the performance of such duties by the Vice President of the Board shall for the purposes of this Order have the same force and effect as if such duties were performed by the President of the Board.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund.

(a) The District hereby establishes a special fund or account to be designated the “Lamar Consolidated Independent School District, Unlimited Tax Refunding Bond, Series 2013B, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the District separate and apart from all other funds and accounts of the District. The taxes levied under Section 2.01 and other funds deposited to the Debt Service Fund shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Bond.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Bond plus the aggregate amount of interest due and that will become due and payable on such Bond, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Bond as such become due and payable.

Section 8.02. Deposit of Proceeds. Proceeds from the sale of the Bond shall, promptly upon receipt by the District, be applied as set forth in the Pricing Certificate.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bond. On or before each date on which Debt Service is due on the Bond, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such Debt Service when due.

Section 9.02. 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 the Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

Section 9.03. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bond be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, and the applicable Treasury regulations promulgated thereunder (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bond to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the District covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 9.03 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bond or (ii) compliance with some other requirement set forth in this Section 9.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bond including interest or



other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bond will not be a “private activity bond” within the meaning of section 141 of the Code and the Regulations. The District will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bond is delivered, that the proceeds of the Refunded Bonds have not been and the proceeds of the Bond will not be used, in a manner that would cause the Bond to be a “private activity bond” within the meaning of section 141 of the Code and the Regulations.

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

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bond to be a “hedge bond” within the meaning of section 149(g) of the Code and the Regulations. Moreover, the District will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bond is delivered, that the proceeds of the Refunded Bonds have not been not be used in a manner that would cause the Refunded Bonds or the Bond to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

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

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bond (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bond as may be required to calculate the amount earned on the investment of the gross proceeds of the Bond separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bond which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date

of the delivery of the Bond or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bond that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

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

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

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

(j) Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Section 9.03 will survive the defeasance and discharge of the Bond for as long as such matters are relevant to the exclusion from gross income for federal income tax purposes of interest on the Bond.

## ARTICLE X

### DISCHARGE

Section 10.01. Discharge. The District reserves the right to defease, refund or discharge the Bond in any manner now or hereafter permitted by law.

## ARTICLE XI

### SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 11.01. 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 and ratified.

Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bond, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, an Escrow Agreement, 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.

Section 11.03. Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund and shall cease to be payable from ad valorem taxes. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

## ARTICLE XII

### PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. 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 Bond to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bond is defeased, the guarantee of the Bond 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 Bond by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order and a copy of the Pricing Certificate shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bond;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bond, 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 Bond.

### ARTICLE XIII MISCELLANEOUS

Section 13.01. Changes to Order. 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 Bond by the Attorney General of Texas.

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.

Section 13.03. Repealer. All orders or resolutions, or parts thereof, heretofore adopted by the District and inconsistent with the provisions of this Order are hereby repealed to the extent of such conflict.

Section 13.04. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Board or agent or employee of the Board or of the District in his or her individual capacity and neither the members of Board nor any officer thereof, nor any agent or employee of the Board or of the District, shall be liable personally on the Bond, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.05. 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, 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 13.06. 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 AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

[SEAL]

*Signature Page to Order Authorizing Issuance of  
Lamar Consolidated Independent School District Unlimited Tax Refunding Bond, Series 2013B*

**SCHEDULE I**

**SCHEDULE OF REFUNDED BOND CANDIDATES**

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

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2004

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2005

CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

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

1. The Board of Trustees of Lamar Consolidated Independent School District convened in a special meeting on the \_\_\_\_ day of \_\_\_\_\_, 2013, at the [regular/special] meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

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

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 THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2013B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; PROVIDING FOR THE AWARD AND SALE OF SAID BOND IN ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

[SEAL]



**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the district.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Hubenak PTA donated \$7,320 to be used towards student field trips at Hubenak Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH  
WILLIAM SMITH SR., TRI-COUNTY CHILD DEVELOPMENT COUNCIL, INC., AND  
FORT BEND COUNTY**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding between Lamar Consolidated Independent School District and William Smith Sr., Tri-County Child Development Council, Inc., and Fort Bend County.

**IMPACT/RATIOINALE:**

The collaboration between LCISD and Head Start will provide the opportunity for a full day of Pre-Kindergarten instruction for identified four year old LCISD students at the Juan Seguin Early Childhood Center.

**PROGRAM DESCRIPTION:**

LCISD will take the following actions in an effort to provide educational and family services to pre-school age children in the community:

- Provide four classrooms and four office spaces for Head Start employees
- Provide Special Education services to Head Start students as needed
- Provide parenting training and literacy classes for parents

William Smith Sr., Tri County Child Development Council will:

- Provide instructional services to Head Start eligible students
- Provide family and community engagement staff and mental health and disabilities staff

Fort Bend County will:

- Provide for the purchase and installation of playground equipment
- Provide a fence for the playground area
- Provide Head Start classroom supplies and equipment to operate the center

Submitted by: Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Memorandum of Understanding/Agreement Between Lamar Consolidated Independent School District and William Smith Sr., Tri-County Child Development Council, Inc.**

Lamar Consolidated Independent School District will take the following actions in an effort to provide educational and family services to pre-school age children in the community.

- Continue to provide four classrooms and four office spaces for Head Start employees
- Continue to provide Special education services to Head Start students as needed
- Continue to provide parenting training and literacy classes for parents

William Smith Sr., Tri-County Child Development Council will:

- Provide instructional services to Head Start eligible students
- Provide family and community engagement staff and mental health and disabilities staff

The Lamar Consolidated Independent School District and William Smith Sr., Tri-County Child Development Council, Inc. hereto are legally authorized to perform the required duties of this agreement and this agreement has been duly authorized by the governing body of the District and Head Start.

\_\_\_\_\_  
Dr. Thomas Randle, Superintendent  
Lamar Consolidated Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Helen Wright, Executive Director  
William Smith Sr. Tri-County Child Development Council, Inc.

\_\_\_\_\_  
Date

**DISCUSSION AND ACTION ON SEGUIN EARLY CHILDHOOD CENTER  
TRANSPORTATION**

**IMPACT/RATIONAL:**

In 2012-13 Seguin Elementary School was repurposed to become the Seguin Early Childhood Center (SECC) in collaboration with the Williams Tri- County Head Start Program. The SECC provides a full day pre-kindergarten program for students residing in the Richmond/Rosenberg area who meet eligibility requirements. In the inaugural year of the SECC, transportation was provided to students who were picked up from their home campus in the morning where they boarded a bus to Seguin. This same process was followed by each of the seven feeder schools. There are currently 413 Pre-K students attending the SECC.

The decision was made not to provide transportation for the 2013 school year as a result of student safety concerns and feedback received from a focus group held on campus that included parents, a social worker, teachers, the campus administrator, and Head Start personnel. By not providing transportation, students have gained a total of approximately 178 hours of instructional time. This is the equivalent of about 25 additional days of instruction.

Half day Pre-K is offered on nine campuses serving 439 students. The total number of students served in the full and half day programs is 852.

Submitted by: Laura Lyons, Executive Director of Elementary Education  
Dr. Thomas Randle, Superintendent

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Positive Impact of No Bus Transportation

- Gain of 178 hours of instructional time which equates to 25 additional days of learning
- Learning takes place as soon as students arrive on campus
- Fewer behavioral issues which also have an impact on instruction
- Head Start program is in compliance due to the addition of instructional minutes in the day-therefore will not be in jeopardy of losing funding
- No safety concerns
- Little to no parent complaints
- The year began with 35 students on a waiting list to get into the full day program
- Opened a new PK classroom to accommodate parents on waiting list
- Parent Poll taken on October 3, 2013-indicated 140 out of 167 parents would choose full day PK program over a half day program even if bus transportation is not provided
- Currently have more students enrolled vs. ending enrollment last year
- Increased parent contact due to parent drop off and pick up

## Negative Impact of Bus Transportation

- Loss of instructional time due to late arrival of busses
- Student safety in jeopardy due to amount of students on a bus (40+ on most of the buses)
- Students falling asleep on buses
- Younger students being exposed to older students' behaviors while on the bus home
- Some students had to ride multiple buses to arrive to school as well as home
- Restroom accidents due to time spent on the bus
- Some students had to remain on their buses at the home campus before the bus could approach the bus ramp causing students to have accidents, and sit in the heat
- Students dismissed from SECC at 2pm and not arrive at home until after 3:15 p.m.
- Due to the amount of transitions taking place from bus to school to home; student belongings were lost along the way
- Rainy days were always a safety concern for students as they boarded/departed buses
- Beginning of the year-numerous students that arrived by bus were sent to school without any identification
- Inconsistency in the arrival of buses affected instructional time, cafeteria operations and the serving of breakfast. Lunch preparations were delayed as a result.
- Head Start program in jeopardy of losing federal funding due to loss of instructional time

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN DEPELCHIN CHILDREN’S CENTER AND LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding between DePelchin Children’s Center and Lamar Consolidated Independent School District to implement the STAR (Services To-At-Risk) Program through counselor and social worker referrals.

**IMPACT/RATIONALE:**

Youth in at-risk situations (runaway, truant, or family conflict), 0 through 17 years of age and their families are eligible for STAR services. Delinquent youths that are involved in misdemeanor offenses and state jail felonies and who have not been or cannot be adjudicated delinquent by the court are eligible for STAR services. Pre-adjudicated and/or deferred adjudicated youth are eligible. These youths are the targeted population for assistance.

It is recognized that youth with an open protective services case are not eligible for STAR services under the category of Youth in Family Conflict. Further, youth in the process of an initial CPS investigation of abuse or neglect cannot be served until the investigation is closed. Youths in the custody of CPS and who reside in foster homes or group homes are ineligible for residential services.

**PROGRAM DESCRIPTION:**

LCISD will refer children who are eligible for services funded under the DePelchin Children’s Center (DCC) STAR Program which is funded by the Department of Texas Family Protective Services and in an effort to divert children from the Juvenile Criminal Justice System, the CPS system or more intrusive mental health entities.

For all youth referred to the STAR Program, DCC will:

- Acquire parental/custodial consent prior to services
- Maintain 24-hour daily intake services
- Review prospective new clients, determine eligibility and refer ineligible youth and families to appropriate alternative services.
- Provide eligible clients with crisis intervention, case planning, short-term individual and family counseling, and skills-based training for parents and youth.

The LCISD and DePelchin Children's Center will continue to explore ways to serve at-risk and delinquent children at the Community Resources Coordination Group and other inter-agency forums. Further, we will continue to explore ways to coordinate our services to provide optimal care.

Submitted By:        Dr. Jennifer Roberts, Director of Student Support Services  
                              Laura Lyons, Executive Director of Elementary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**Memorandum of Understanding/Agreement  
Between DePelchin Children’s Center and Lamar Consolidated Independent  
School District**

Lamar Consolidated Independent School District will refer children who are eligible for services funded under the DePelchin Children’s Center (DCC) STAR Program which is funded by the Department of Texas Family Protective Services and in an effort to divert children from the Juvenile Criminal Justice System, the CPS system or more intrusive mental health entities.

Youth in at-risk situations (runaway, truant, or family conflict), 0 through 17 years of age and their families are eligible for STAR services. Delinquent youths that are involved in misdemeanor offenses and state jail felonies and who have not been or cannot be adjudicated delinquent by the court are eligible for STAR services. Pre-adjudicated and/or deferred adjudicated youth are eligible.

It is recognized that youth with an open protective services case are not eligible for STAR services under the category of Youth in Family Conflict. Further, youth in the process of an initial CPS investigation of abuse or neglect cannot be served until the investigation is closed. Youths in the custody of CPS and who reside in foster homes or group homes are ineligible for residential services.

For all youth referred to the STAR Program, DCC will:

- Maintain 24-hour daily intake services
- Review prospective new clients, determine eligibility and refer ineligible youth and families to appropriate alternative services.
- Provide eligible clients with crisis intervention, case planning, short-term individual and family counseling, and skills-based training for parents and youth.

The Lamar Consolidated Independent School District and DePelchin Children's Center will continue to explore ways to serve at-risk and delinquent children at the Community Resources Coordination Group and other inter-agency forums. Further, we will continue to explore ways to coordinate our services to provide optimal care.

---

Jenifer Miller  
President/Chief Executive Officer  
DePelchin Children’s Center

---

Dr. Thomas Randle  
Superintendent  
Lamar Consolidated Independent School  
District

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
PARENT INVOLVEMENT WEEK**

**RECOMMENDATION:**

That the Board of Trustees approves the attached resolution proclaiming November 18 – 22, 2013 as “Parent Involvement Week” in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Parent involvement is a key component in our district and campus action plans. According to research in the area of family-school partnerships, parent involvement in education positively impacts student achievement.

Proclaiming November 18 – 22, 2013 as “Parent Involvement Week” will provide the community with a clear statement that parent involvement is valued and very important in the Lamar CISD. Special events for parents will be planned at our campuses during the month of November.

**PROGRAM DESCRIPTION:**

Celebrating parental involvement in schools began with the Greater Houston Partnership’s Business Promise Council in 1994 and has since become a Texas-wide initiative. In addition to campus celebrations, each campus is being encouraged to distribute a Parental Involvement Pledge and Parent Involvement Policy outlining the commitment and shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Mike Rockwood, Executive Director of Community Relations  
Jill Duban, Parent Involvement Coordinator

Recommended for Approval:



Dr. Thomas Randle  
Superintendent



## Resolution

**WHEREAS**, parent and family involvement in the lives of children is critical to their success; and

**WHEREAS**, extensive research has shown **parental involvement** in education increases the likelihood of student success and is critical to students' achieving high levels of academic achievement and performance; and

**WHEREAS**, the objectives of "**Parent Involvement Week**" are to promote a greater knowledge of the efforts being made in the District to encourage **parental involvement** in education, to provide a greater awareness of the **parent/family involvement** activities and resources that are available to parents and families of school-aged children, and to promote a greater understanding of the responsibilities shared by parents, schools and the community to ensure high student achievement; and

**WHEREAS**, "**Parent Involvement Week**" will bring greater awareness of the importance of parent and family involvement in the schools;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 18 – 22, 2013 to be "**Parent Involvement Week**" in the Lamar Consolidated Independent School District.

October 17, 2013

---

Julie Thompson, President

---

Frank Torres, Secretary

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE NEW  
ARREDONDO ELEMENTARY SCHOOL AND THE 2014 SUMMER RENOVATION  
PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the new Arredondo Elementary School and the 2014 summer renovation projects.

**IMPACT RATIONALE:**

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000 or more. In addition, the Texas Government Code 2267 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the new Arredondo Elementary School and the 2014 summer renovation projects (Austin Elementary, Travis Elementary, Beasley Elementary, Taylor Ray Elementary, Lamar Junior High, Foster High CTE, Lamar Consolidated High, ALC, and ALC CTE).

**PROGRAM DESCRIPTION:**

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT**

A. In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror's (Contractor's) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including, but not be limited to the following:

<i>Question Total</i>	<i>Criteria</i>	<i>Source</i>	<i>Scoring Procedure</i>	<i>Score</i>	<i>Factor</i>	
<i>1</i>	<i>Team Orientation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>2</i>	<i>Quality of Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>3</i>	<i>Maintenance of Schedule</i>	<i>References</i>	<i>References in Houston Area are asked whether or not the schedule was met on their project,</i> Responses are scored as follows: Completed ahead of schedule overcoming uncontrollable circumstances = 5 pts Completed ahead of schedule = 4 pts Completed on schedule = 3 pts Completed less than two weeks behind schedule = 1 pts Completed more than two weeks behind schedule = 0 pts Points from multiple references are averaged	<i>5</i>	<i>1</i>	<i>5</i>
<i>4</i>	<i>Change Order Reputation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>5</i>	<i>Warranty Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>6</i>	<i>Client Satisfaction</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>7</i>	<i>Time in Business</i>	<i>AIA 305</i>	<i>The evaluation team will acquire the year of establishment from the AIA 305 submitted by the</i>	<i>10</i>	<i>0.5</i>	<i>5</i>

**Contractor (year to year – no months calculated).**

Responses are scored as follows: 0-1 yr = 0 pt;  
 2-3 yrs = 1 pt; 4-5 yrs = 2 pts; 6-7 yrs = 3 pts  
 8-9 yrs = 4 pts; 10-11 yrs = 5 pts; 12-13 yrs = 6 pts;  
 14-15 yrs = 7 pts; 16-17 yrs = 8 pts; 18-19 yrs = 9 pts;  
 20 yrs + = 10 pts

8	<b>Experience</b>	<b>AIA 305</b>	<b>Count number of school projects in the Houston Area that fall within a +/- 25% range of the project budget (type and size),</b>  Contractor earns one point for each project up to a maximum of 10 points.	<b>10</b>	<b>0.5</b>	<b>5</b>
9	<b>Proposed Team</b>	<b>Proposal Information (resumes)</b>	<b>Resumes for Project Manager and Superintendent will each be evaluated and points given to the team for the following:</b>  Time in business (for each individual): 10+ yrs = 4 pts; 8-9 yrs = 3 pts; 5-7 yrs = 2 pts; 2-4 yrs = 1 pt; and less than 2 yrs = 0 pts. Number of school projects completed (for each individual): 4+= 4 pts; 3 = 3 pts; 2 = 2 pts; 1= 1 pt; 0 = 0 pts. Time with the Company (for each individual) 5+ yrs = 5 pts; 4 yrs = 4 pts; 3 yrs = 3 pts; 2 yrs = 2 pts; 1 yr = 1 pt; and less than 1 yrs = 0 pts. Number of projects completed as a team: 5+= 10 pts; 4 = 8 pts; 3 = 6 pts; 2 =42 pts; 1= 2 pts; and less than 1 = 0 pts.	<b>36</b>	<b>0.2778</b>	<b>10</b>
10	<b>Close Out Record</b>	<b>Proposal Information (close out Records)</b>	<b>Contractor furnishes information on a minimum of 5 school projects completed under CSP or Hard Bid of comparable size as defined above.</b>  Contractor to provide corresponding copies of Certificates of Substantial Completion as well as Final Applications for Payment (both signed by the Architect) for each of the five Projects. The number of days between substantial completion and final payment will be calculated and averaged. Responses are scored as follows: 60 days or less = 5 pts; 61 – 120 days = 3 pts; 121 days or more = 0 pts	<b>5</b>	<b>1</b>	<b>5</b>
11	<b>Safety Rating</b>	<b>AIA 305</b>	<b>Contractors to provide the Owner with their Experience Modifier Rate (EMR).</b>  Those with EMR of 0.50 or less = 5 pts; EMR of 0.51 – 0.85 = 4 pts; EMR of 0.86 – 0.99 = 3 pts; EMR greater than 1.00 = 0 pts. a maximum of 10 points.	<b>5</b>	<b>1</b>	<b>5</b>
12	<b>Base Proposal</b>	<b>Proposal Form</b>	<b>Contractor to submit their Competitive Sealed Proposals on the forms included in the Specification Manual.</b>  Low Price = 40 pts. For Subsequent Proposer’s, the low Proposer’s price shall be divided by the Subsequent Proposer’s price to get a percentage (factor) that is multiplied by the score to get the total.	<b>40</b>	<b>1</b>	<b>40</b>

**Total Possible Score 100**

- B. The Selection Committee consisting of Lamar Consolidated ISD administrators, program managers, architects, consultants and other staff will make an initial evaluation of the proposals. The committee’s recommendation will be considered by the Lamar Consolidated ISD Board of Trustees (“Board”). The District reserves the right to review the recommendation with the Director of

Maintenance and Operations and others deemed appropriate by the District prior to review by the entire Board. The final decision-making authority on the proposals rests with the full Board. Decision-making authority has not been delegated to any person or entity other than the Board.

- C. The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- D. The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District.
- E. A decision regarding determination of the successful Offeror will be made by the District as soon as practical.

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE NEW CHURCHILL  
FULSHEAR JR. HIGH SCHOOL, NEW DEAN LEAMAN JUNIOR HIGH SCHOOL  
AND THE TRANSPORTATION SATELLITE PHASE 2**

**RECOMMENDATION:**

That the Board of Trustees authorize the administration to utilize construction manager at risk as the construction method of procurement with the evaluation criteria (attached) for the new Churchill Fulshear Jr. High School, the new Dean Leaman Junior High School, and the Transportation Satellite Phase 2.

**IMPACT RATIONALE:**

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000 or more. In addition, the Texas Government Code 2267 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of construction manager at risk as the construction method of procurement for the new Churchill Fulshear Jr. High School, the new Dean Leaman Junior High School, and the Transportation Satellite Phase 2.

**PROGRAM DESCRIPTION:**

The construction manager at risk method of procurement will allow the District to select a quality contractor during design. This will help the project to keep high quality construction and stay on schedule. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT**

A. In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror's (Contractor's) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including, but not be limited to the following:

<i>Question Total</i>	<i>Criteria</i>	<i>Source</i>	<i>Scoring Procedure</i>	<i>Score</i>	<i>Factor</i>	
<i>1</i>	<i>Team Orientation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>2</i>	<i>Quality of Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>3</i>	<i>Maintenance of Schedule</i>	<i>References</i>	<i>References in Houston Area are asked whether or not the schedule was met on their project,</i> Responses are scored as follows: Completed ahead of schedule overcoming uncontrollable circumstances = 5 pts Completed ahead of schedule = 4 pts Completed on schedule = 3 pts Completed less than two weeks behind schedule = 1 pts Completed more than two weeks behind schedule = 0 pts Points from multiple references are averaged	<i>5</i>	<i>1</i>	<i>5</i>
<i>4</i>	<i>Change Order Reputation</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>5</i>	<i>Warranty Work</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>6</i>	<i>Client Satisfaction</i>	<i>References</i>	<i>References in Houston Area are asked to rate the contractor,</i> Responses are scored as follows: Excellent = 10 pts; Very Good = 8 pts; Average = 6 pts; Fair = 3 pts; Poor = 0 pts. Points from multiple references are averaged	<i>10</i>	<i>0.5</i>	<i>5</i>
<i>7</i>	<i>Time in Business</i>	<i>AIA 305</i>	<i>The evaluation team will acquire the year of establishment from the AIA 305 submitted by the</i>	<i>10</i>	<i>0.5</i>	<i>5</i>

**Contractor (year to year – no months calculated).**

Responses are scored as follows: 0-1 yr = 0 pt;  
 2-3 yrs = 1 pt; 4-5 yrs = 2 pts; 6-7 yrs = 3 pts  
 8-9 yrs = 4 pts; 10-11 yrs = 5 pts; 12-13 yrs = 6 pts;  
 14-15 yrs = 7 pts; 16-17 yrs = 8 pts; 18-19 yrs = 9 pts;  
 20 yrs + = 10 pts

8	<b>Experience</b>	<b>AIA 305</b>	<b>Count number of school projects in the Houston Area that fall within a +/- 25% range of the project budget (type and size),</b> Contractor earns one point for each project up to a maximum of 10 points.	<b>10</b>	<b>0.5</b>	<b>5</b>
9	<b>Proposed Team</b>	<b>Proposal Information (resumes)</b>	<b>Resumes for Project Manager and Superintendent will each be evaluated and points given to the team for the following:</b> Time in business (for each individual): 10+ yrs = 4 pts; 8-9 yrs = 3 pts; 5-7 yrs = 2 pts; 2-4 yrs = 1 pt; and less than 2 yrs = 0 pts. Number of school projects completed (for each individual): 4+= 4 pts; 3 = 3 pts; 2 = 2 pts; 1= 1 pt; 0 = 0 pts. Time with the Company (for each individual) 5+ yrs = 5 pts; 4 yrs = 4 pts; 3 yrs = 3 pts; 2 yrs = 2 pts; 1 yr = 1 pt; and less than 1 yrs = 0 pts. Number of projects completed as a team: 5+= 10 pts; 4 = 8 pts; 3 = 6 pts; 2 =42 pts; 1= 2 pts; and less than 1 = 0 pts.	<b>36</b>	<b>0.2778</b>	<b>10</b>
10	<b>Close Out Record</b>	<b>Proposal Information (close out Records)</b>	<b>Contractor furnishes information on a minimum of 5 school projects completed under CSP or Hard Bid of comparable size as defined above.</b> Contractor to provide corresponding copies of Certificates of Substantial Completion as well as Final Applications for Payment (both signed by the Architect) for each of the five Projects. The number of days between substantial completion and final payment will be calculated and averaged. Responses are scored as follows: 60 days or less = 5 pts; 61 – 120 days = 3 pts; 121 days or more = 0 pts	<b>5</b>	<b>1</b>	<b>5</b>
11	<b>Safety Rating</b>	<b>AIA 305</b>	<b>Contractors to provide the Owner with their Experience Modifier Rate (EMR).</b> Those with EMR of 0.50 or less = 5 pts; EMR of 0.51 – 0.85 = 4 pts; EMR of 0.86 – 0.99 = 3 pts; EMR greater than 1.00 = 0 pts. a maximum of 10 points.	<b>5</b>	<b>1</b>	<b>5</b>
12	<b>Base Proposal</b>	<b>Proposal Form</b>	<b>Contractor to submit their Fees and General Conditions on the forms included in the Request for Qualifications.</b> Low Price = 40 pts. For Subsequent Proposer’s, the low Proposer’s price shall be divided by the Subsequent Proposer’s price to get a percentage (factor) that is multiplied by the score to get the total.	<b>40</b>	<b>1</b>	<b>40</b>

**Total Possible Score 100**

- B. The Selection Committee consisting of Lamar Consolidated ISD administrators, program managers, architects, consultants and other staff will make an initial evaluation of the proposals. The committee’s recommendation will be considered by the Lamar Consolidated ISD Board of Trustees (“Board”). The District reserves the right to review the recommendation with the Director of Maintenance and Operations and others deemed appropriate by the District prior to review by the



entire Board. The final decision-making authority on the proposals rests with the full Board. Decision-making authority has not been delegated to any person or entity other than the Board.

- C. The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- D. The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District.
- E. A decision regarding determination of the successful Offeror will be made by the District as soon as practical.

**CONSIDER APPROVAL OF CSP #26-2013 FOR THE NEW DISTRICT NATATORIUM**

**RECOMMENDATION:**

That the Board of Trustees approve Gamma Construction for the new District Natatorium in the amount of \$10,694,000 and amend budget as necessary.

**IMPACT/RATIONALE:**

September 26, 2013 competitive sealed proposals were received. Five (5) contractors submitted proposals. This project is funded through the 2011 Bond Funds. After review of all the proposals, PBK Architects, Gilbane, and the Administration recommend Gamma Construction.

**PROGRAM DESCRIPTION:**

Upon approval, Gamma Construction will begin construction on the new District Natatorium.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

<b>Final Recommendation</b>	
<b>Recommendation:</b>	<b>Gamma Construction</b>
<b>Total Contract Amount</b>	<b>\$10,694,000.00</b>

<b>Firm</b>	<b>Overall Score</b>	<b>Rank</b>	<b>Evaluation Spread</b>	<b>Total Proposal Amount</b>	<b>Spread</b>
Gamma Construction	97.3	1	0.0	\$10,694,000	\$0
Purcell	89.4	2	7.9	\$10,909,000	\$215,000
GTT Construction	89.4	3	8.0	\$10,880,000	\$186,000
PepperLawson	88.9	4	8.4	\$11,806,000	\$1,112,000
Bass Construction	85.4	5	11.9	\$10,905,000	\$211,000



**District Natatorium**

Lamar CISD

Proposal opening date: **9/26/2013**

	Bass Construction	Gamma Construction	GTT Construction	Purcell	PepperLawson					
<b>BASE PRICE</b>	\$9,900,000	\$9,950,000	\$9,910,000	\$9,900,000	\$11,400,000					
<b>TOTAL SPREAD</b>	0.0%	0.5%	0.1%	0.0%	15.2%					
Alternate #10A - DDC Automated Logic	\$100,000	(\$126,000)	\$68,000	\$100,000	\$100,000					
Alternate #11A - VRV Daiken	\$115,000	\$112,000	\$115,000	\$116,000	\$13,000					
Alternate #12A - OAHU Seresco	\$200,000	\$190,000	\$200,000	\$203,000	\$226,000					
Alternate #13A - Pool Unit Seresco	\$590,000	\$568,000	\$587,000	\$590,000	\$67,000					
Alternate #14A - Warranty 6-10	\$0	\$0	\$0	\$0	\$0					
<b>Total All Other Work (Alternates)</b>	\$1,005,000	\$744,000	\$970,000	\$1,009,000	\$406,000					
<b>BASE + ALTERNATES</b>	\$10,905,000	\$10,694,000	\$10,880,000	\$10,909,000	\$11,806,000					
<b>TOTAL SPREAD</b>	2.0%	0.0%	1.7%	2.0%	10.4%					

124

**CONSIDER APPROVAL OF BLANKET EASEMENT FOR THE NEW LAMAR  
CONSOLIDATED HIGH SCHOOL BASEBALL/SOFTBALL COMPLEX**

**RECOMMENDATION:**

That the Board of Trustees approve the CenterPoint Energy blanket easement for the new Lamar Consolidated High School Baseball/Softball Complex.

**IMPACT/RATIONALE:**

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to the new Lamar Consolidated High School Baseball/Softball Complex. The electrical service once on site will be underground as shown on the sketch attached.

**PROGRAM DESCRIPTION:**

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to the new Lamar Consolidated High School Baseball/Softball Complex.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**SHORT FORM BLANKET EASEMENT  
3-PHASE OVERHEAD AND UNDERGROUND**

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

STATE OF TEXAS            }  
  }            KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND}

THAT, Lamar Consolidated Independent School District, a political subdivision of the State of Texas, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 10.009-acre tract of land in the J. W. Moore League, Abstract 61, Fort Bend County, Texas, described in a deed recorded in County Clerk's File 2007135602 of the Official Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when the Easement Area falls within residential developments.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet

above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor



furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantor herein reserves the right to place surfacing materials over and across the Easement Area herein granted and to use the same for parking and/or driveways or walkways, provided, however, no buildings or structures shall be placed within the Easement Area which will obstruct the Easement Area or interfere with the exercise of Grantee's rights. In the event Grantor shall utilize the Easement Area for parking purposes, protective barriers shall be erected and maintained around Grantee's ground structures, and Grantee retains the right to prohibit and/or restrict parking during periods of construction or maintenance work upon its Facilities.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not

otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lamar Consolidated Independent School District,  
a political subdivision of the State of Texas

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( ) he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said political subdivision.

**Given under my hand and seal of office** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

**ATTACHMENT  
AFFIDAVIT**

STATE OF TEXAS            }

COUNTY OF                 }

BEFORE me the undersigned authority on this day personally appeared

\_\_\_\_\_ the \_\_\_\_\_

of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 10.009-acre tract of land in the J. W. Moore League, Abstract 61, Fort Bend County, Texas, described in a deed recorded in County Clerk's File 2007135602 of the Official Records of said County and State, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lamar Consolidated Independent School District,  
a political subdivision of the State of Texas

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name typed or printed

**SUBSCRIBED and SWORN** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary's Signature

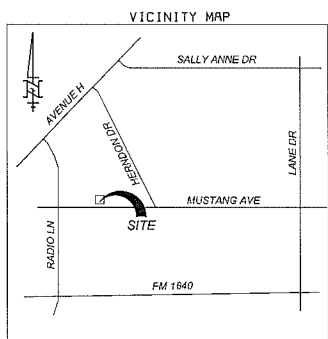
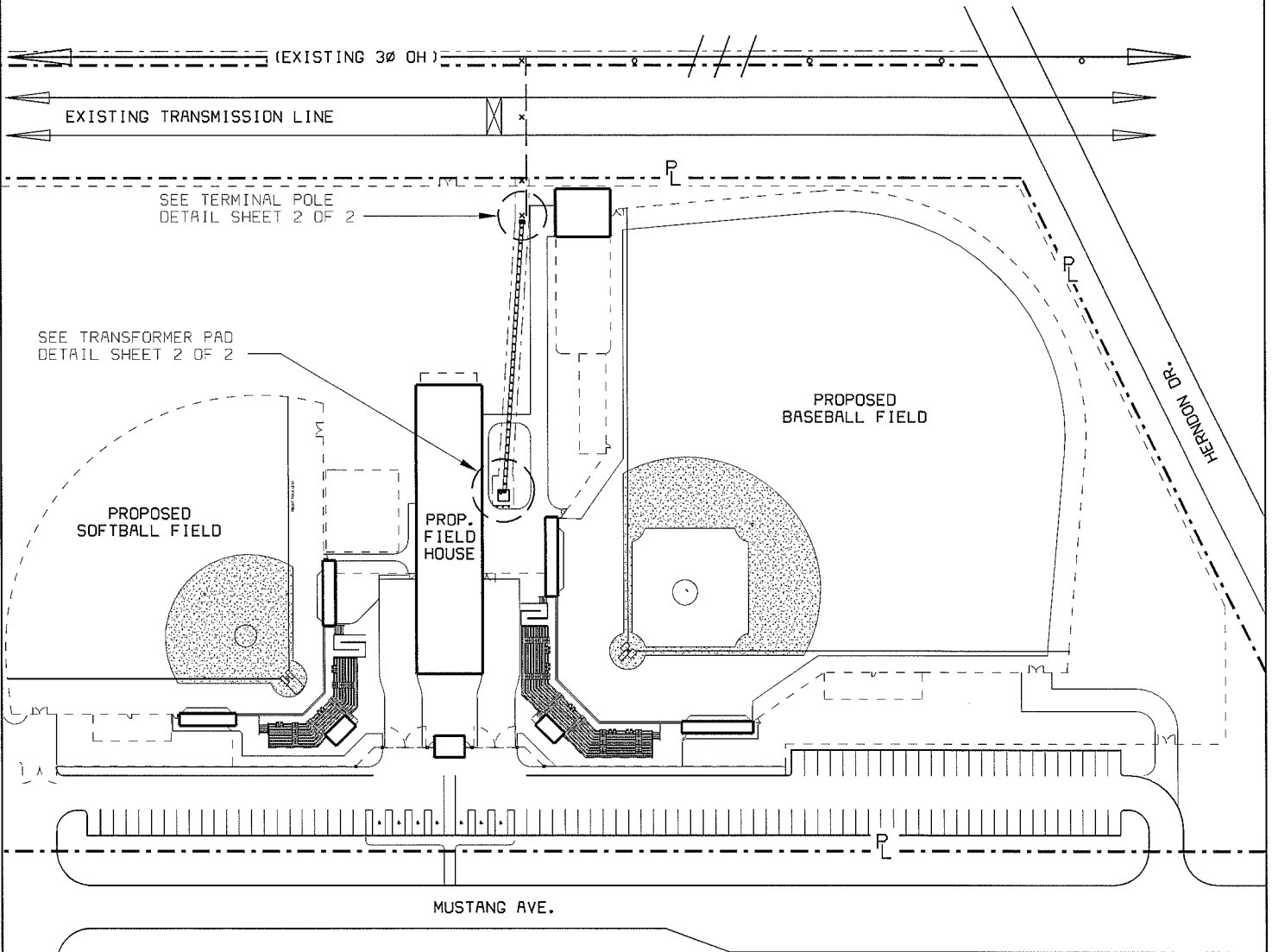
\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700

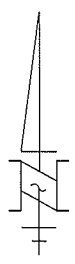
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4448	A1	605K	EXHIBIT "A"	N. T. S.	RE06	67008233

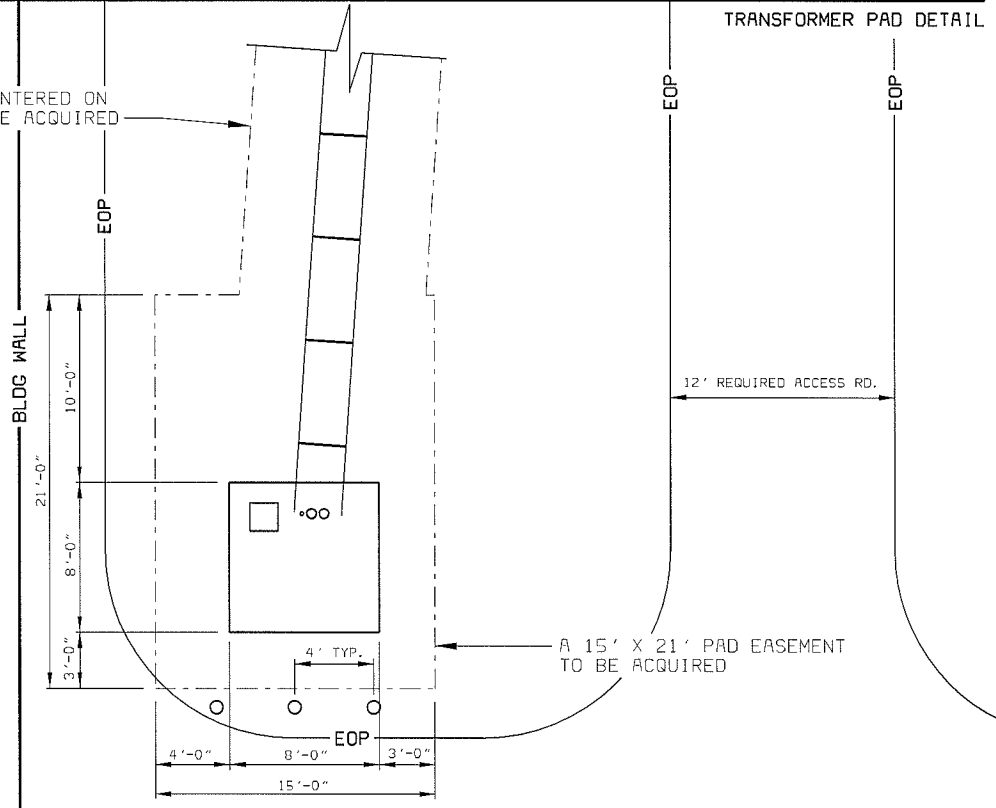


DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4448	A1	605K	EXHIBIT "A"	N. T. S.	RE06	67008233

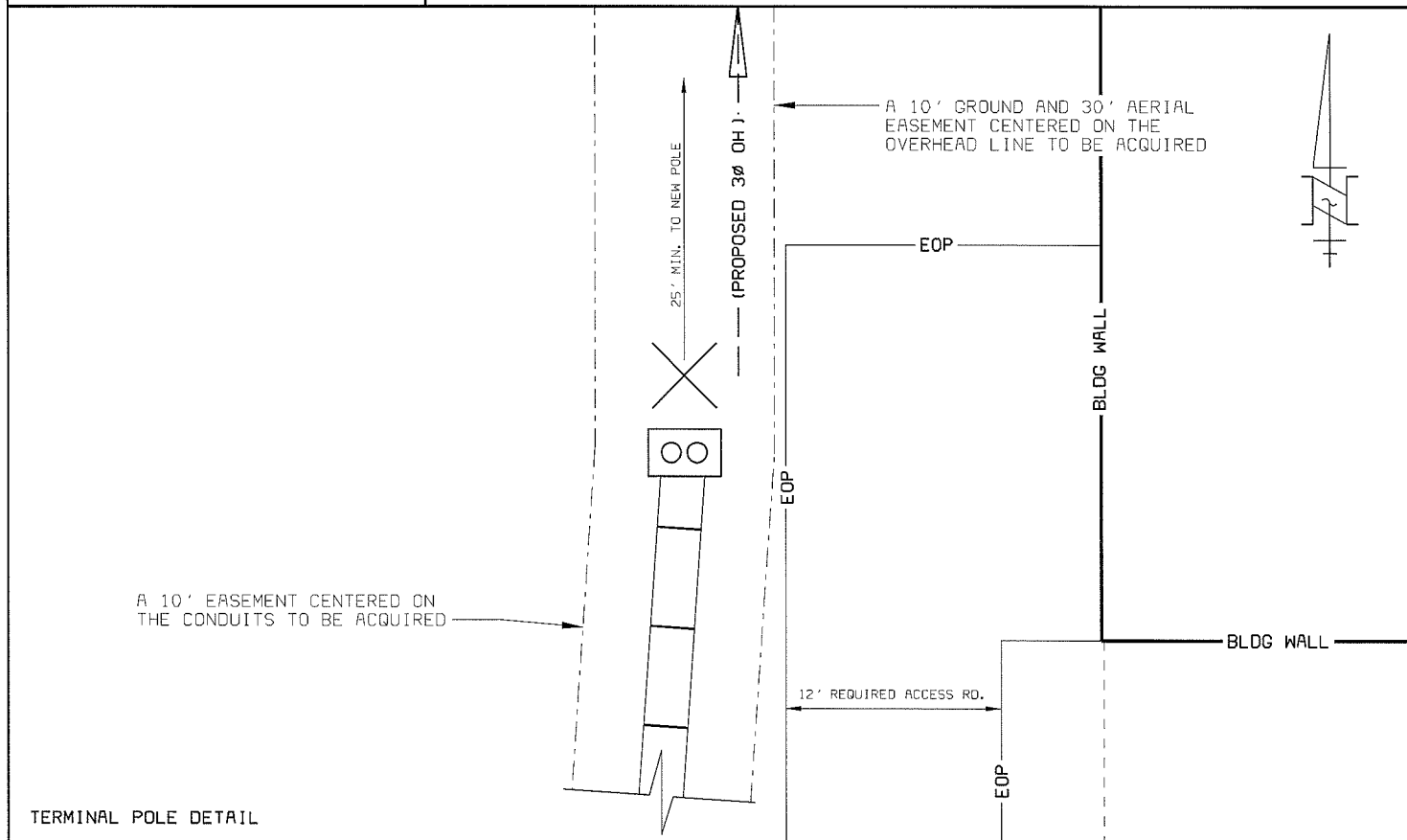


A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED



A 15' X 21' PAD EASEMENT TO BE ACQUIRED

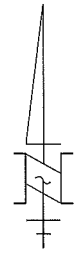
12' REQUIRED ACCESS RD.



A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED

A 10' GROUND AND 30' AERIAL EASEMENT CENTERED ON THE OVERHEAD LINE TO BE ACQUIRED

12' REQUIRED ACCESS RD.



TERMINAL POLE DETAIL

**CONSIDER APPROVAL OF INTER-LOCAL AGREEMENT  
WITH REGION 4 EDUCATION SERVICE CENTER  
FOR RENEWAL OF SAFE SCHOOLS PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve the renewal of the District's inter-local agreement with Region 4 Education Service Center in the amount of \$10,335.50 effective from November 1, 2013 through October 31, 2014.

**IMPACT/RATIONALE:**

Safe Schools Project served as the District's background check provider during initial 2012-2013 school year and assisted the District with the process of performing criminal history checks for applicants and volunteers.

From November 1, 2012 to September 27, 2013, LCISD conducted 3,374 instant database searches.

All new hires must be fingerprinted prior to starting work, but Safe Schools allows us to do a preliminary criminal background check during the hiring process. Additionally, Safe Schools permits us to perform criminal background checks on volunteers, observers, and student teachers prior to the time they report to a campus.

**PROGRAM DESCRIPTION:**

Services to be provided by Safe Schools Project:

- Instant first inquiry criminal record check
- Batch processing for first inquiry checks
- Dispute resolution service
- Consulting services related to criminal records, personnel policies and procedures
- Social Security number trace and nationwide search of county criminal records in identified counties of residence if requested
- Automated search of Safe Schools Project archives

Submitted by:           Dr. Kathleen M. Bowen, Executive Director of Human Resources

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**INTERLOCAL AGREEMENT**  
**Safe Schools Project Criminal Record Database Package**  
**Region 4 Education Service Center**  
**November 1, 2013-October 31, 2014**  
**Contracting Parties**

**Lamar Consolidated Independent School District**  
Name of District

079      901  
County - District Number

**Region 4 Education Service Center**

101      950  
County - District Number

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

**Statement of Services to be Performed:**

Authority for such services is granted under sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended. The purpose of the Region 4 ESC Safe Schools Project is to provide criminal background checks of applicants for employment as well as active employees and volunteers for member school districts through a program coordinated with First Advantage Enterprise Screening Corporation, doing business as (dba) the Safe Schools Project.

**Role of the Safe Schools Project includes the following:**

1. **INSTANT FIRST INQUIRY CRIMINAL RECORD CHECK.** The district will have unlimited access to the Safe School Project's First Inquiry criminal record data center which provides instant access to over 200 criminal record databases including information from the Texas Department of Public Safety, Texas Department of Corrections, sex offender data from all 50 states, individual county criminal records, and criminal records files from other states. First Inquiry can be used on an unlimited basis for screening of applicants, current employees, volunteers and all other personnel. If additional databases are acquired by the Safe Schools Project, they will be added to the First Inquiry criminal record check.
2. **BATCH PROCESSING OF FIRST INQUIRY CRIMINAL RECORDS CHECKS.** All personnel can be batched processed through First Inquiry with results of the entire batch returned to the district.
3. **DISPUTE RESOLUTION SERVICE.** The Dispute Resolution program relieves the school staff from having to deal with any person who disputes the accuracy of a criminal record. The school district will give the person the 1-800 phone number as found on the Safe Schools website and, after resolution, the district will be notified of the results.

4. **CONSULTING SERVICES RELATED TO CRIMINAL RECORDS, PERSONNEL POLICIES AND PROCEDURES.** The school district will have access to comprehensive administrative and personnel management consulting relating to criminal records via e-mail access to [consult@safe-schools.com](mailto:consult@safe-schools.com). This includes access to sample applications and forms to help insure that appropriate policies and procedures are in place to deal with criminal history information.
5. **SOCIAL SECURITY NUMBER TRACE AND SEARCH OF COUNTY CRIMINAL RECORDS IN IDENTIFIED COUNTIES OF RESIDENCE NATIONWIDE.** This search is performed as follows. A social security number trace is conducted to identify counties of current and prior residence, typically going back approximately 7 to 10 years. The criminal record check is then conducted by performing a search of the available county criminal record files (anywhere in the U.S.) in all counties of residence identified by the social security number trace and submitted by the school district. Such county by county criminal records checks will be billed on a calendar monthly basis at the rate of \$21.00 per person. The Safe Schools Project will absorb all court costs incurred. A First Inquiry Criminal Record Check (see number 1 above) is also performed. With the exception of unforeseen circumstances such as weather, courthouse closures, and interruptions beyond control of the Safe Schools Project, results of the criminal record searches will be typically returned within 2 to 3 business days following the day of receipt of the request.
6. **AUTOMATED SEARCH OF SAFE SCHOOLS PROJECT ARCHIVES.** A search of the archives of all previous Safe Schools Project county by county criminal records checks will be performed prior to initiating a new county by county criminal records check. If a criminal record is found in the automated search of the archives, the need for a new county by county criminal records check may be eliminated depending on the school district's policy.

**LIMITATION OF LIABILITY.** Neither party nor their agents shall be liable for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages whether incurred as a result of negligence or otherwise. It is also understood that since the jurisdictions compiling the databases contained in First Inquiry do not always receive all records from sources covered by their jurisdictions and since such databases are updated on a periodic basis, not all criminal conviction records are contained in First Inquiry. A Social Security Number trace and county by county criminal records check, as described in Section 5 above, might reveal records not identified by First Inquiry. It is also understood that it is possible that records reported from First Inquiry may not be the same as the person being checked due to the similarity of demographic identifiers, particularly with regard to persons with common names (i.e., there could be more than one person with the same first and last name and date of birth). As a result, it is understood that the First Inquiry database search should always be used in conjunction with a further criminal record check in instances where First Inquiry indicates the existence of an applicable criminal record. It should be understood that a criminal record search from any source represents a snapshot of the records which are searched.

By entering this agreement, neither party waives or limits any immunity or other legal defense, except as may otherwise be provided expressly by law.

#### **Role of the Member School District**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a district contact administrator.
3. Purchase services described in items 1- 4 above at a cost of \$3.50 X Number of most recent TEA FTE District Snapshot Count (i.e., \$3.50 X 2953 FTE's = \$10,335.50 annual fee).
4. If district decides to order any County by County Criminal Record Checks (see item 5 above), such County by County Criminal Records Checks will be billed on a calendar monthly basis at the rate of \$21.00 per person.



**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH  
FORT BEND COUNTY FOR RADIO SYSTEM USE**

**RECOMMENDATION:**

That the Board of Trustees approve the interlocal agreement with Fort Bend County to access the County's Public Safety Radio System.

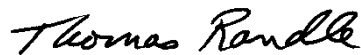
**IMPACT/RATIONALE:**

The agreement with Fort Bend County allows Lamar CISD in conjunction with the Rosenberg Police Department to access the county's trunked 800 Megahertz Public Safety Radio System. This agreement allows access for ten radios to the Primary Dispatch System. In this case, the Primary Dispatch System is the Rosenberg Police Department. The approximate cost is \$912 per year.

**PROGRAM DESCRIPTION:**

The use of these radios in conjunction with Lamar CISD's own communication system allows almost instant access to the police department, fire department, and emergency assistance (911). This interlocal agreement will allow a continuation of a program that we have had for several years.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

STATE OF TEXAS

§  
§  
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners Court (“County”), and Lamar Consolidated Independent School District, a Texas School District, acting herein by and through its Superintendent (“School District”).

**WITNESSETH:**

THAT WHEREAS, the County has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission (“FCC”) for operation of same; and

WHEREAS, the County desires to accommodate additional Radio Units on its Radio System under a County managed and controlled plan of such system; and

WHEREAS, the County desires to accommodate the School District’s Radio Units on a maintenance plan contracted by the County with a private vendor; and

WHEREAS, the School District desires to use County’s Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

WHEREAS, the governing body of County has duly authorized this Agreement; and

WHEREAS, the governing body of School District has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the County and School District hereby agree as follows:

**SECTION ONE**  
**DEFINITIONS**

- 1.01 “Primary Dispatch System” – A communications system upon which the School District, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.
- 1.02 “Priority Access” – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.
- 1.03 “Radio System” – A trunked 800 Megahertz Public Safety Radio System owned by the County, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.
- 1.04 “Radio Unit” – Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.
- 1.05 “Systems Code Identification Number” – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

**SECTION TWO**  
**OBLIGATIONS OF COUNTY**

2.01 The County agrees that during the term of this Agreement it shall:

- A. Allow the School District to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System and provide School District with the same level of Priority Access provided to County.
- B. Provide to the School District a Systems Code Identification Number that will access the County's Radio System, thereby providing a Primary Dispatch System for the School District's Radio Units, up to a maximum of 20 units, as shown and identified (by model number and serial number) in Exhibit A to this Agreement.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- D. In the event the School District notifies the County pursuant to paragraph that any one or more of its Radio Units listed herein have become lost or stolen, the County will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.

**SECTION THREE**  
**OBLIGATIONS OF SCHOOL DISTRICT**

3.01 The School District agrees that during the term of this Agreement it shall:

- A. Use only County approved equipment on the Radio System. During the term of this Agreement, the approved equipment is that equipment that complies with Project 25 Compliance Assessment Program. The County reserves the right to determine and approve equipment to be used on the radio system. The County reserves the right to change or modify this list at any time with written notification to the subscriber.
- B. Assume responsibility for the radios identified in Exhibit A to this Agreement. Any change to the number of radios assigned to School District shall be in accordance with Section Eight of this Agreement.
- C. In the event that any one or more of the Radio Units listed in Exhibit A to this Agreement becomes lost or stolen, the School District shall notify the County of same within twenty-four hours that the School District knows or has reason to know that such Radio Unit or Units have become lost or stolen.
- D. Use the System Code Identification Number described herein to access the County's Radio System as a Primary Dispatch System.
- E. To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- F. Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the County, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.

**SECTION FOUR**  
**ASSIGNABILITY**

4.01 This Agreement is for the benefit of the School District, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer School District) and it shall not be assigned in whole or in part by the School District to any third party without prior written consent of the County. If requested in writing, the billing can be itemized to reflect different agencies or departments.

**SECTION FIVE**  
**PAYMENT OF FEES**

5.01 The School District shall pay the following costs for use of the County's radios:

- A. A monthly fee of \$9.50 per radio; and
- B. Reimbursement for County's actual cost to repair any radio
  - 1. Any radio determined by County to require repair may be sent for service to the current County vendor; and
  - 2. School District shall reimburse County for the actual cost repair, which will be included on the next available invoice.

- 5.02 The County may change the monthly service fee by giving the School District written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. Written documentation will be provided upon request to the School District explaining the increase.
- 5.03 The School District shall make any payments due and payable to the County under this Agreement out of its current revenues.
- 5.04 The County shall invoice the School District in the following manner:
  - A. The County will invoice air time for the three months prior and including the month of the bill.
  - B. Radios added during the 1<sup>st</sup> and 15<sup>th</sup> day of a given month will be charged air time for the entire month. Radios added after the 15<sup>th</sup> day of a given month will not be charged air time for that month and air time will be charged beginning with the following month
  - C. The County will invoice service contract fees for the three months succeeding the month of the bill.
  - D. In the event the School District increases the total number of radios assigned, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.
  - E. Any decrease in the number of units shall be reflected in the School District's payments in the same manner as described above for increases in the number of units.
- 5.05 If County determines that the Radio System is substantially unavailable to the School District during any billing period, the County shall make a reasonable adjustment of the fee provided for by this section.

**SECTION SIX**  
**TERM AND TERMINATION**

- 6.01 The term of this Agreement shall commence upon signature of County and end on **September 30, 2014**. This Agreement shall thereafter automatically renew for additional one year terms unless terminated by either party. All renewals are subject to the price adjustment in Section 5.02 of this Agreement.
- 6.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the County or the School District are revoked by the FCC or any successor agency.
- 6.03 The Agreement may be terminated by either Party by providing 30 days notice of the intent to terminate to the other Party. In the event of termination, School District shall still remit payment for services rendered by County.
- 6.04 Upon termination, all radios shall be returned to County no later than 48 hours of the time and date the notice to terminate was received.

**SECTION SEVEN**  
**NOTICE**

- 7.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County:                      Fort Bend County  
    Attention: County Judge  
    301 Jackson, 7<sup>th</sup> Floor  
    Richmond, Texas 77469  
    Fax No. (281) 341-8609

To School District:        Lamar Consolidated  
    Independent School District  
    Attention: Superintendent  
    3911 Avenue I  
    Rosenberg, Texas 77471

- 7.02 Either party may change its notice address in accordance with this section.
- 7.03 Any notice hereunder shall be effective upon receipt.

**SECTION EIGHT**  
**MODIFICATION OF AGREEMENT**

- 8.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

**SECTION NINE**  
**COVERAGE**

- 9.01 The School District acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the County are motor ignition and other electrical noise that could be minimized by corrective devices at the School District's expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the School District herein shall be the sole responsibility of the School District.

**SECTION TEN**  
**DEFAULT**

- 10.01 If the School District fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by County to School District, the School District shall be deemed in default under this Agreement.
- 10.02 In the event of default, the County has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the County pursuant to the terms of this Agreement, and deny the School District any service provided by the County under this Agreement. Each and all of the rights and remedies of the County hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

**SECTION ELEVEN**  
**INDEMNITY AND HOLD HARMLESS**

- 11.01 **INDEMNIFICATION: THE SCHOOL DISTRICT AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE SCHOOL DISTRICT'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE SCHOOL DISTRICT'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE SCHOOL DISTRICT AND ANY OTHER PERSON (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES), OR ENTITY; OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE SCHOOL DISTRICT AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 The School District shall provide the County with general liability insurance covering both the County and the School District for liabilities relating to the use of the Radio System. The insurance shall be with carriers and in policy limits acceptable to the County
- 11.03 The School District shall provide the County's Risk Management Department with a copy of the proposed insurance within ten (10) days of the effective date hereof. Acceptance of an original certificate of



insurance acceptable to the County shall be a condition precedent to the School District's access to the Radio System.

**SECTION TWELVE  
ADMINISTRATIVE GUIDELINES**

12.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

**SECTION THIRTEEN  
GENERAL**

13.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

13.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated.

**FORT BEND COUNTY, TEXAS**

By: \_\_\_\_\_  
Robert E. Hebert, County Judge

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

ATTEST:

\_\_\_\_\_  
Dianne Wilson, County Clerk

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

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

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

ATTEST:

\_\_\_\_\_

Exhibit A: School District's Radio Units, up to a maximum of 20 units, as shown and identified by model number and serial number

**EXHIBIT A**

SCHOOL DISTRICT'S RADIO UNITS  
UP TO A MAXIMUM OF 20 UNITS

AS SHOWN AND IDENTIFIED BY  
MODEL NUMBER AND SERIAL NUMBER

**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR  
TEACHING STAFF, 2013-2014 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the 2013-2014 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Rules adopted by the State Board of Education indicate that the local district Board of Trustees must approve appraisers other than the teacher's supervisor.

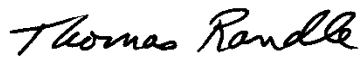
**PROGRAM DESCRIPTION:**

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2013-2014 school year.

Kimberly Johnson

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources  
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF CONTRACTED SERVICES  
FOR COMPUTER REFRESH PLANNING AND PROJECT MANAGEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve Go IT Services, Inc. for professional services relating to project planning in the amount of \$65.00 per hour, not to exceed \$5,200, and authorize the Superintendent to negotiate the final contract.

**IMPACT/RATIONALE:**

The computer refresh project approved in the 2011 Bond Referendum will be accomplished in three-phases. Phase I has already been completed and consisted of a full physical inventory of desktop and laptop computers in all facilities. Phases II and III will be performed by a project manager and consist of a planning phase (Phase II) and an execution phase (Phase III). As part of this project, thousands of computers will be replaced. Due to the size and complexity of this project, project management services are needed to ensure that: (1) the proper computers are selected for replacement, (2) the hardware vendor provides all equipment and services as agreed upon in the contract(s), and (3) the deployment process is done as efficiently and effectively as possible.

**PROGRAM DESCRIPTION:**

RFP 28-2013 establishes a project management vendor who will provide the District with support in planning the scope and logistics for the work, hardware/services vendor evaluation, project communication, timeline adherence, vendor compliance, and oversight.

Funds from the Technology portion of the 2011 Bond referendum dedicated to the computer refresh implementation will be used to fund this service. The Technology department worked with the Purchasing department on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid.

Administration is recommending Go IT Services, Inc. for Phases II and III of this project; however, at this time, it is only feasible to estimate the number of hours needed for the planning phase of the project. Upon completion of the planning phase, the vendor will deliver a Statement of Work (SOW) outlining the project and a schedule of deployment. Based on the SOW, and prior to the execution phase of the project, administration will seek approval for additional hours relating to project management services.

Submitted by: David Jacobson, Chief Technology Information Officer  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Robin Sheehan, Purchasing and Materials Manager

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

**RFP 28-2013, Desktop and Laptop Computer Refresh Project Management**  
**Bid Summary**  
**October 17, 2013**

<b>Evaluation Elements</b>	<b>Points</b>	<b>Go IT</b>	<b>Insight</b>	<b>IT Simplify</b>
Price	300 pts	<b>300.0</b>	200.0	100.0
Ability to Achieve Goals	250 pts	<b>250.0</b>	241.7	200.0
Methodology/Workplan	200 pts	<b>183.3</b>	150.0	0.0
Vendor Experience	250 pts	<b>250.0</b>	150.0	183.3
<b>Total Points</b>	<b>1000 pts</b>	<b>983.3</b>	741.7	483.3

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF SEPTEMBER 30, 2013)**

- Exhibit "A" gives the LCISD collections made during the month of September 30, 2013.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through September 30, 2013, Lamar had collected 00.0% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD  
Tax Collections  
September 2013**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
12	\$ 132,687.50	\$ 25,527.87	\$ 30,945.93	\$ 189,161.30	\$ 99,278.18	\$ 50,046.17	\$ 33,409.32	\$ 6,427.63
11	\$ 32,251.98	\$ 7,674.33	\$ 6,277.40	\$ 46,203.71	\$ 23,667.25	\$ 11,908.98	\$ 8,584.73	\$ 2,042.75
10	\$ 11,667.56	\$ 2,565.93	\$ 1,591.33	\$ 15,824.82	\$ 8,721.93	\$ 3,509.43	\$ 2,945.63	\$ 647.83
09	\$ 9,713.03	\$ 2,060.47	\$ 1,143.96	\$ 12,917.46	\$ 7,711.13	\$ 2,798.42	\$ 2,001.90	\$ 406.01
08	\$ 1,263.69	\$ 942.84	\$ 428.55	\$ 2,635.08	\$ 1,021.58	\$ 1,188.89	\$ 242.11	\$ 182.50
07	\$ 5,350.33	\$ 821.43	\$ 278.00	\$ 6,449.76	\$ 4,145.19	\$ 928.56	\$ 1,205.14	\$ 170.87
06	\$ 8,190.90	\$ 7,449.53	\$ 3,055.33	\$ 18,695.76	\$ 7,055.55	\$ 9,472.45	\$ 1,135.35	\$ 1,032.41
05	\$ 1,663.72	\$ 1,633.91	\$ 533.49	\$ 3,831.12	\$ 1,465.27	\$ 1,972.22	\$ 198.45	\$ 195.18
04	\$ 1,194.77	\$ 1,280.84	\$ 418.85	\$ 2,894.46	\$ 1,050.88	\$ 1,545.02	\$ 143.89	\$ 154.67
03	\$ 801.14	\$ 911.35	\$ 210.25	\$ 1,922.74	\$ 714.90	\$ 1,022.51	\$ 86.24	\$ 99.09
02	\$ 1,003.83	\$ 1,180.26	\$ 234.48	\$ 2,418.57	\$ 913.58	\$ 1,310.65	\$ 90.25	\$ 104.09
01	\$ 572.91	\$ 767.98	\$ 131.43	\$ 1,472.32	\$ 517.50	\$ 825.36	\$ 55.41	\$ 74.05
00	\$ 575.81	\$ 857.46	\$ 188.94	\$ 1,622.21	\$ 518.40	\$ 961.78	\$ 57.41	\$ 84.62
99	\$ 461.20	\$ 750.80	\$ 163.52	\$ 1,375.52	\$ 416.74	\$ 841.95	\$ 44.46	\$ 72.37
98	\$ 402.75	\$ 719.55	\$ 157.06	\$ 1,279.36	\$ 372.35	\$ 822.30	\$ 30.40	\$ 54.31
97	\$ 399.57	\$ 762.98	\$ 163.54	\$ 1,326.09	\$ 369.41	\$ 868.94	\$ 30.16	\$ 57.58
96	\$ 572.22	\$ 1,100.86	\$ 217.36	\$ 1,890.44	\$ 519.52	\$ 1,216.83	\$ 52.70	\$ 101.39
95	\$ 576.15	\$ 1,171.80	\$ 226.64	\$ 1,974.59	\$ 545.34	\$ 1,335.77	\$ 30.81	\$ 62.67
94	\$ 560.69	\$ 1,205.67	\$ 229.68	\$ 1,996.04	\$ 531.63	\$ 1,372.87	\$ 29.06	\$ 62.48
93	\$ 212.67	\$ 527.11	\$ 110.96	\$ 850.74	\$ 203.19	\$ 614.57	\$ 9.48	\$ 23.50
92	\$ 183.76	\$ 477.77	\$ 99.23	\$ 760.76	\$ 180.12	\$ 567.54	\$ 3.64	\$ 9.46
91	\$ 3.74	\$ 10.17	\$ 2.09	\$ 16.00	\$ 3.64	\$ 11.98	\$ 0.10	\$ 0.28
90	\$ 106.76	\$ 303.21	\$ 61.50	\$ 471.47	\$ 99.30	\$ 343.51	\$ 7.46	\$ 21.20
89	\$ 37.95	\$ 112.33	\$ 22.54	\$ 172.82	\$ 31.77	\$ 116.56	\$ 6.18	\$ 18.31
88 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 210,454.63</b>	<b>\$ 60,816.45</b>	<b>\$ 46,892.06</b>	<b>\$ 318,163.14</b>	<b>\$ 160,054.35</b>	<b>\$ 95,603.26</b>	<b>\$ 50,400.28</b>	<b>\$ 12,105.25</b>

**Lamar Consolidated ISD  
Tax Collections  
September 1, 2013-August 31, 2014  
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 9-30-13
12	\$ 1,236,663.96	\$ (3,610.47)	\$ 1,233,053.49	\$ 132,687.50	\$ 25,527.87	\$ 30,945.93	\$ 189,161.30	\$ 1,100,365.99
11	\$ 546,327.21	\$ 2,056.25	\$ 548,383.46	\$ 32,251.98	\$ 7,674.33	\$ 6,277.40	\$ 46,203.71	\$ 516,131.48
10	\$ 396,600.60	\$ 2,149.82	\$ 398,750.42	\$ 11,667.56	\$ 2,565.93	\$ 1,591.33	\$ 15,824.82	\$ 387,082.86
09	\$ 326,256.10	\$ 2,371.29	\$ 328,627.39	\$ 9,713.03	\$ 2,060.47	\$ 1,143.96	\$ 12,917.46	\$ 318,914.36
08	\$ 259,568.71	\$ (3,187.13)	\$ 256,381.58	\$ 1,263.69	\$ 942.84	\$ 428.55	\$ 2,635.08	\$ 255,117.89
07	\$ 245,848.11	\$ 455.73	\$ 246,303.84	\$ 5,350.33	\$ 821.43	\$ 278.00	\$ 6,449.76	\$ 240,953.51
06	\$ 178,805.61	\$ -	\$ 178,805.61	\$ 8,190.90	\$ 7,449.53	\$ 3,055.33	\$ 18,695.76	\$ 170,614.71
05	\$ 191,664.56	\$ -	\$ 191,664.56	\$ 1,663.72	\$ 1,633.91	\$ 533.49	\$ 3,831.12	\$ 190,000.84
04	\$ 115,403.37	\$ -	\$ 115,403.37	\$ 1,194.77	\$ 1,280.84	\$ 418.85	\$ 2,894.46	\$ 114,208.60
03	\$ 61,574.39	\$ -	\$ 61,574.39	\$ 801.14	\$ 911.35	\$ 210.25	\$ 1,922.74	\$ 60,773.25
02	\$ 45,766.37	\$ -	\$ 45,766.37	\$ 1,003.83	\$ 1,180.26	\$ 234.48	\$ 2,418.57	\$ 44,762.54
01	\$ 39,476.19	\$ -	\$ 39,476.19	\$ 572.91	\$ 767.98	\$ 131.43	\$ 1,472.32	\$ 38,903.28
00	\$ 33,046.85	\$ -	\$ 33,046.85	\$ 575.81	\$ 857.46	\$ 188.94	\$ 1,622.21	\$ 32,471.04
99	\$ 35,999.90	\$ -	\$ 35,999.90	\$ 461.20	\$ 750.80	\$ 163.52	\$ 1,375.52	\$ 35,538.70
98	\$ 27,275.17	\$ -	\$ 27,275.17	\$ 402.75	\$ 719.55	\$ 157.06	\$ 1,279.36	\$ 26,872.42
97	\$ 23,982.78	\$ -	\$ 23,982.78	\$ 399.57	\$ 762.98	\$ 163.54	\$ 1,326.09	\$ 23,583.21
96	\$ 25,664.08	\$ -	\$ 25,664.08	\$ 572.22	\$ 1,100.86	\$ 217.36	\$ 1,890.44	\$ 25,091.86
95	\$ 25,336.11	\$ -	\$ 25,336.11	\$ 576.15	\$ 1,171.80	\$ 226.64	\$ 1,974.59	\$ 24,759.96
94	\$ 19,128.12	\$ -	\$ 19,128.12	\$ 560.69	\$ 1,205.67	\$ 229.68	\$ 1,996.04	\$ 18,567.43
93	\$ 11,038.63	\$ -	\$ 11,038.63	\$ 212.67	\$ 527.11	\$ 110.96	\$ 850.74	\$ 10,825.96
92	\$ 7,811.68	\$ -	\$ 7,811.68	\$ 183.76	\$ 477.77	\$ 99.23	\$ 760.76	\$ 7,627.92
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 148.45	\$ 425.71	\$ 86.13	\$ 660.29	\$ 17,595.11
<b>Totals</b>	<b>\$3,870,982.06</b>	<b>\$235.49</b>	<b>\$3,871,217.55</b>	<b>\$ 210,454.63</b>	<b>\$60,816.45</b>	<b>\$46,892.06</b>	<b>\$318,163.14</b>	<b>\$3,660,762.92</b>



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

<b>MONTH</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>	<b>2003-04</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%
<b>NOV</b>		1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%
<b>DEC</b>		33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%
<b>JAN</b>		82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%
<b>FEB</b>		95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%
<b>MAR</b>		96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%
<b>APR</b>		97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%
<b>MAY</b>		98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%
<b>JUNE</b>		98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%
<b>JULY</b>		99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%
<b>AUG</b>		99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-14 TAX COLLECTIONS  
AS OF SEPTEMBER 30, 2013**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 9-30-13</b>	<b>% OF BUDGET COLLECTED</b>
2013	2013-14	\$36,686,077	\$0	0.00%
2012 & Prior	2012-13 & Prior	\$550,000	\$210,455	38.26%
<b>TOTAL</b>		<b>\$37,236,077</b>	<b>\$210,455</b>	<b>0.57%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF SEPTEMBER 30, 2013**

Exhibit E

<b>SCHOOL YEAR TAX YEAR</b>	<b>2008-09 2008</b>	<b>2009-10 2009</b>	<b>2010-11 2010</b>	<b>2011-12 2011</b>	<b>2012-13 2012</b>	<b>2013-14 2013</b>
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	-
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,693,722	-
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,648,432	-
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	948,014		
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(62,281)		
3 Collections	\$ 248,471	\$ 368,541	340,984			
Adj. To Roll	\$ 96	\$ 67,079	15,588			
4 Collections	\$ 223,830	187,192				
Adj. To Roll	\$ 102,644	(25,319)				
5 Collections	130,995					
Adj. To Roll	25,773					
6 Collections						
Adj. To Roll						
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 125,259,280	\$ 130,059,290	\$ 133,477,561	\$ 137,065,721	\$ 140,693,722	\$ -
<b>ADJUSTED TAX ROLL</b>	\$ 125,514,398	\$ 130,378,205	\$ 133,864,642	\$ 137,581,852	\$ 141,794,088	\$ -
<b>BALANCE TO BE COLLECTED</b>	\$ 255,117	\$ 318,915	\$ 387,081	\$ 516,131	\$ 1,100,366	\$ -
<b>ADJ. TAXABLE VALUE</b>	\$ 9,672,438,456	\$ 10,047,255,019	\$ 9,810,167,618	\$ 9,897,618,934	\$ 10,200,646,579	\$ -
<b>TOTAL % COLLECTIONS AS OF SEPTEMBER 30, 2013</b>	99.8%	99.8%	99.7%	99.6%	99.2%	
<b>TAX RATE</b>	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

**INFORMATION ITEM: ENERGY MANAGEMENT QUARTERLY REPORT  
June – August 2011, 2012, 2013**

In this quarterly snapshot the District baseline report reflects an increase of 199,155.75 kWh for June through August from the previous year. For same time period in the year 2011, the report reflects a decrease of 1,475,982.25. The baseline does not include Adolphus Elementary, Ryon Middle, and Satellite Transportation. These locations are still creating their first year baseline.

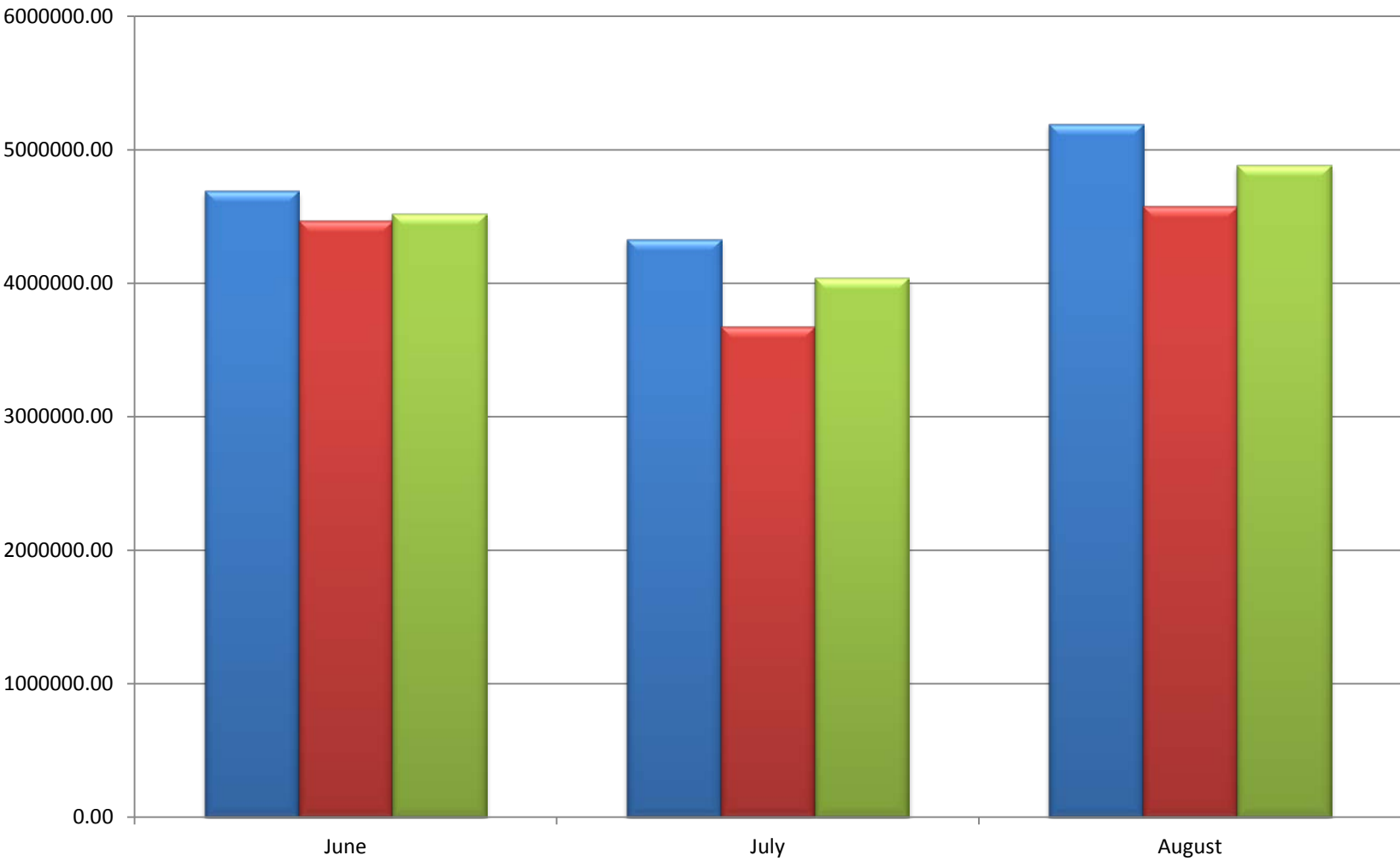
The increase for June through August can be attributed to construction, renovations, portable moves, summer school, and control issues at Terry High, Lamar High, Navarro Middle, Bowie Elementary, Jackson Elementary, and Travis Elementary.

The yearly District baseline report reflects a decrease of 3,940,868.15 kWh for the school year 2013 compared to the year 2012. The report also reflects a decrease of 7,621,580.26 kWh for the year 2013 compared to the year 2011. When comparing the years without using a baseline, a decrease of 2,370,053.24 kWh from 2012 to 2013 and a decrease of 5,655,271.26 kWh from 2011 to 2013.

The District is in its second year of implementation of our Energy Management Administrative Regulation. We are constantly monitoring all utilities by walking facilities at night, to insure proper shutdown and reviewing invoices.

Resource Person: J. Kevin McKeever, Administrator for Operations

### Lamar CISD, June - August 2011, 2012, 2013



157

Use

Month

Year

- 2011
- 2012
- 2013

**Lamar CISD  
Quarterly Snapshot - Kwh Usage**

Use	Year		
Month	2011	2012	2013
<b>June</b>	<b>4,696,212.00</b>	<b>4,473,312.00</b>	<b>4,522,554.00</b>
<b>July</b>	<b>4,333,091.00</b>	<b>3,677,029.00</b>	<b>4,040,910.75</b>
<b>August</b>	<b>5,197,514.00</b>	<b>4,578,063.00</b>	<b>4,887,018.00</b>
<b>Total Kwh</b>	<b>14,226,817.00</b>	<b>12,728,404.00</b>	<b>13,450,482.75</b>
<b>Adolphus Elementary</b>		<b>3,215.00</b>	<b>245,760.00</b>
<b>Ryon Middle School</b>		<b>5,318.00</b>	<b>297,984.00</b>
<b>Satellite Transportation</b>		<b>168,192.00</b>	<b>155,904.00</b>
		<b>176,725.00</b>	<b>699,648.00</b>
		<b>12,728,404.00</b>	<b>13,450,482.75</b>
		<b>-176,725.00</b>	<b>-699,648.00</b>
<b>Base Line</b>	<b>14,226,817.00</b>	<b>12,551,679.00</b>	<b>12,750,834.75</b>

**Lamar CISD**  
**Electrical Kwh Usage**  
**June - August 2011, 2012, 2013**

Total Use Building	Year		
	2011	2012	2013
1621 Place	23,497.00	22,859.00	19,346.00
Alternative Learning Center	106,656.00	94,656.00	95,242.00
Austin Elementary	185,388.00	144,192.00	145,920.00
Beasley Elementary	151,296.00	132,672.00	138,816.00
Bowie Elementary	211,968.00	177,984.00	182,400.00
Briscoe Junior High	943,249.00	764,537.00	786,367.25
Campbell Elementary	370,337.00	326,866.00	317,915.00
Dickinson Elementary	205,632.00	213,120.00	191,232.00
Foster High School	707,714.00	667,162.00	670,412.25
Frost Elementary	288,463.00	259,422.00	287,195.25
Huggins Elementary	244,576.00	220,972.00	227,006.00
Jackson Elementary	248,641.00	239,024.00	297,427.00
Lamar High School	2,518,643.00	2,128,148.00	2,282,515.75
Meyer Elementary	236,810.00	180,435.00	192,748.00
Navarro Middle School	193,920.00	170,304.00	209,664.00
Pink Elementary	285,756.00	237,209.00	230,367.00
Seguin Elementary	215,816.00	180,705.00	188,855.00
Smith Elementary	274,560.00	117,312.00	134,208.00
Taylor Ray Elementary	253,728.00	244,224.00	231,552.00
Terry High School	786,317.00	790,307.00	814,418.00
Travis Elementary	366,336.00	251,136.00	294,357.50
Williams Elementary	221,184.00	239,616.00	215,040.00
Lamar Junior High	0.00	0.00	80.00
Natatorium	84,128.00	69,305.00	43,395.00
Brazos Crossing	249,408.00	226,752.00	229,632.00
Hutchinson Elementary	279,664.00	259,282.00	304,518.25
George Ranch High School	1,411,859.00	1,329,858.00	1,198,131.50
Hubenak Elementary	202,944.00	180,480.00	207,552.00
Thomas Elementary	231,360.00	198,912.00	231,744.00
Jane Long Elementary	466,394.00	405,567.00	397,371.00
George Junior High	569,099.00	546,433.00	484,556.25
Wessendorff Middle School	250,734.00	231,984.00	204,855.75
Band Road	61,500.00	66,358.00	73,606.00
Terry High School - Field House	91,200.00	98,496.00	101,760.00
Velasquez Elementary	307,698.00	264,719.00	256,493.75
McNeil Elementary	307,953.00	284,870.00	278,727.50
Wertheimer Middle	218,688.00	195,072.00	201,024.00
Staff Development Center	32,880.00	30,280.00	34,040.00
Reading Junior High	317,798.00	265,944.00	275,543.75
Powell Point	103,023.00	94,505.00	74,800.00
Satellite Transportation		168,192.00	155,904.00
Ryon Middle School		5,318.00	297,984.00
Adolphus Elementary		3,215.00	245,760.00
<b>Total Usage</b>	<b>14,226,817.00</b>	<b>12,728,404.00</b>	<b>13,450,482.75</b>

**Lamar CISD  
Yearly Snapshot for 2011, 2012, 2013**

	2011	2012	2013
Yearly Usage	60,206,940.01	56,921,721.90	54,551,668.75
Adolphus Elementary		3,948.00	661,927.00
Ryon Middle School		6,394.00	704,382.00
Satellite Transportation		385,152.00	600,000.00
		<b>395,494.00</b>	<b>1,966,309.00</b>
		56,921,721.90	54,551,668.75
		-395,494.00	-1,966,309.00
<b>Baseline</b>	<b>60,206,940.01</b>	<b>56,526,227.90</b>	<b>52,585,359.75</b>

56,526,227.90

-52,585,359.75

From '12 to '13 **3,940,868.15**

60206940.01

-52585359.75

From '11 to '13 **7,621,580.26**



**Lamar CISD**  
**Yearly Usage By Location for 2011, 2012, 2013**

Total Use	Year		
Building	2011	2012	2013
1621 Place	78,707.00	74,825.00	63,225.00
Alternative Learning Center	403,008.00	370,518.00	337,834.00
Austin Elementary	810,348.00	734,592.00	680,448.00
Beasley Elementary	672,192.00	665,088.00	638,016.00
Bowie Elementary	957,504.00	918,912.00	815,352.00
Briscoe Junior High	3,944,209.00	3,717,806.00	3,024,425.25
Campbell Elementary	1,422,221.00	1,404,400.00	1,288,400.00
Dickinson Elementary	1,152,576.00	1,003,680.00	906,912.00
Foster High School	3,459,136.00	3,277,668.00	3,034,169.25
Frost Elementary	1,356,815.00	1,273,085.00	1,178,667.25
Huggins Elementary	1,171,649.00	1,034,255.00	1,065,581.00
Jackson Elementary	1,063,079.00	1,029,402.00	997,771.00
Lamar High School	10,057,327.00	9,440,863.00	8,905,391.75
Meyer Elementary	1,032,624.00	909,816.00	878,058.00
Navarro Middle School	1,027,968.00	913,728.00	908,928.00
Pink Elementary	1,263,862.00	1,191,296.00	1,026,811.00
Seguin Elementary	758,054.00	704,987.00	713,580.00
Smith Elementary	1,111,680.00	755,328.00	549,504.00
Taylor Ray Elementary	1,162,080.00	1,092,672.00	1,019,520.00
Terry High School	3,918,172.00	3,547,268.00	3,162,309.00
Travis Elementary	1,320,960.00	1,174,272.00	1,100,757.50
Williams Elementary	1,131,648.00	1,148,160.00	1,015,680.00
Lamar Junior High	0.00	0.00	80.00
Natatorium	402,152.00	302,873.00	286,440.00
Brazos Crossing	877,056.00	737,616.00	734,592.00
Hutchinson Elementary	1,338,917.00	1,242,674.00	1,234,321.25
George Ranch High School	5,296,762.00	5,155,509.00	4,755,252.50
Hubenak Elementary	886,464.00	886,656.00	896,256.00
Thomas Elementary	1,027,200.00	975,168.00	1,008,576.00
Jane Long Elementary-	1,603,584.00	1,563,588.00	1,519,596.00
George Junior High	2,465,103.00	2,281,282.90	2,226,990.25
Wessendorff Middle School	956,358.00	1,034,348.00	893,767.75
Band Road-UD	149,053.00	162,834.00	180,084.00
Terry High School - Field House	378,240.00	381,120.00	415,680.00
Velasquez Elementary	1,281,307.00	1,214,323.00	1,183,023.75
McNeil Elementary	1,370,671.00	1,325,145.00	1,226,388.50
Wertheimer Middle	962,112.00	972,288.00	903,360.00
Staff Development Center	77,400.00	97,520.00	96,800.00
Reading Junior High	1,526,599.00	1,437,289.00	1,385,260.75
Powell Point	332,143.01	373,373.00	327,551.00
Satellite Transportation		385,152.00	600,000.00
Ryon Middle School		6,394.00	704,382.00
Adolphus Elementary		3,948.00	661,927.00
<b>Total Usage</b>	<b>60,206,940.01</b>	<b>56,921,721.90</b>	<b>54,551,668.75</b>

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Drymalla Construction (Polly Ryon Middle)	Application # 17	\$	<b>26,413.80</b>
Durotech (2013 Misc. Renovations)	Application # 5	\$	<b>660,537.80</b>
Engineered Air Balance (George Jr. High)	Application # 1	\$	<b>4,780.00</b>
Engineered Air Balance (Terry High)	Application # 1	\$	<b>7,050.00</b>
Environmental Solutions (Bowie Elementary)	Application # 1	\$	<b>1,490.00</b>
Gilbane (2011 Bond Program)	Application # 18	\$	<b>45,972.00</b>
PBK Architects (George Ranch HS – Build Out)	Application # 16	\$	<b>580.75</b>
PBK Architects (Lamar HS Baseball/Softball Complex)	Application # 8	\$	<b>8,084.16</b>
PBK Architects (Lamar HS Baseball/Softball Complex - Reimb)	Application # 5	\$	<b>605.93</b>
PBK Architects (Natatorium #2 - Reimbursables)	Application # 2	\$	<b>588.83</b>
PBK Architects (Traylor Stadium)	Application # 9	\$	<b>5,700.00</b>
PBK Architects (Traylor Stadium - Reimbursables)	Application # 1	\$	<b>1,506.66</b>
Terracon (Terry HS)	Application # 5	\$	<b>410.00</b>

Texas Dept of State Health Services  
(Bowie Elementary)

Application # 1      \$      **57.00**

Traffic Engineers, Inc.  
(Polly Ryon Middle Driveway)

Application # 4      \$      **3,000.00**

Resource person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: REGION 4 – MAINTENANCE & OPERATIONS**

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

**Work Request Summary for September 2013:**

- The Department completed 1508 requests with 125 new requests
- 77 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Unclogging a sanitary sewer drain at Taylor Ray Elementary
- Replacing a stratification pump on a boiler at Frost Elementary
- Repairing the outside security lighting at Beasley Elementary
- Replacing an electric hand dryer at Terry High
- Replacing an intercom system call button at Bowie Elementary
- Resetting the intercom system bell schedule at Briscoe Junior High
- Replacing the fire alarm system back up batteries at Beasley Elementary
- Replacing a smoke detector at Beasley Elementary
- Replacing a lamp in a light fixture behind the dumpster at Seguin Early Childhood Center
- Installing four soap dispensers in the portable building bathrooms at Seguin Early Childhood Center
- Installing numbers over the front of the stage in the gym at Velasquez Elementary
- Removing and reinstalling a white board at Brazos Crossing
- Hanging a banner in the cafeteria at Taylor Ray Elementary
- Repairing a door stop on the gym doors at Pink Elementary
- Replacing a broken ceiling tile and exit sign in a hallway at Hutchison Elementary
- Resetting ceiling tiles in the gym at Frost Elementary
- Installing new pencil sharpeners in various classrooms at Frost Elementary
- Hanging a peg board in the office area at Frost Elementary
- Repairing the table edges in the science area at Foster High
- Replacing drain piping on a three compartment sink at Travis Elementary
- Repairing a leak on a drain in the kitchen at Dickinson Elementary
- Repairing light fixtures in the office area at Special Needs Center
- Repairing a doorbell on the backdoor in the kitchen at Beasley Elementary
- Resetting the intercom system bell schedule at Reading Junior High
- Repairing an electronic door at Meyer Elementary
- Responding to an after-hours call for a fire alarm system trouble signal at Thomas Elementary
- Replacing a duct detector on the fire alarm system at Jackson Elementary
- Replacing a broken window at Smith Elementary
- Building four ticket boxes for athletics at Traylor Stadium

- Changing ceiling tiles in the hallway by the auditorium at Terry High
- Changing several ceiling tiles in the cafeteria at Wertheimer Middle
- Replacing a sign in the parking lot at Brazos Crossing
- Assembling 15 metal shelving units for the bookroom at Lamar High
- Hanging volleyball pictures above the concession stand at Foster High
- Replacing a few floor tiles in the G-hallway at Lamar High
- Painting the black horses in the foyer area by the gym Lamar High
- Repairing a desk drawer in a classroom at Jackson Elementary
- Installing a new pencil sharpener in a classroom at Jackson Elementary
- Installing new gutters on a portable at Hubenak Elementary
- Mounting a white board in a classroom at Lamar Junior High
- Assembling a drill press at Lamar High
- Removing old caulking material on a back splash and re-caulking the area by the dish machine at Lamar Junior High
- Repairing a corner on a table in a classroom at Lamar High
- Installing a volleyball pole holder in the equipment closet in the gym at Polly Ryon Middle
- Installing a new parking sign at Polly Ryon Middle
- Installing a new keyboard tray on a desk at Brazos Crossing
- Installing a new pencil sharpener in a classroom at Meyer Elementary
- Installing a cup dispenser in the clinic area at Campbell Elementary
- Drilling a hole in a desk counter top in the office area at Reading Junior High
- Hanging several items in the school at Reading Junior High
- Changing three bulbs in the main hallway at Reading Junior High
- Installing backpack racks in the hallway at Seguin Early Childhood Center
- Re-mounting a clock on the wall at Pink Elementary
- Relocating a wall mailbox at Pink Elementary
- Installing a new pencil sharpener in a classroom at Pink Elementary
- Hanging a picture in the front entrance at Hubenak Elementary
- Changing light bulbs in a wall pack on the outside of the building at Hubenak Elementary
- Repainting the benches in front of the school at Taylor Ray Elementary
- Assembling fifty (50) metal wire shelving units for Special Needs Center
- Repairing a cabinet door in the laundry area at Special Needs Center
- Repairing the right side of the marquee at Austin Elementary
- Installing a new metal sign for the student pick up drive at Adolphus Elementary
- Installing new wooden handrails on the walkways to the portables at Travis Elementary

### **Custodial, Integrated Pest Control and Lawn Works:**

The Operations Department assisted by:

- Delivering copy paper to classrooms at Seguin Early Childhood Center
- Delivering chairs to several classroom at Seguin Early Childhood Center
- Setting up tables and chairs in the gym at Seguin Early Childhood Center
- Moving furniture from several classrooms at Dickinson Elementary

- Replacing lights in the office area at Dickinson Elementary
- Setting up 25 tables for grandparents day at Dickinson Elementary
- Raising 20 desks in the kinder area at Dickinson Elementary
- Repairing a paper towel machine at Hutchison Elementary
- Cleaning a spill on the carpet in the kinder area at Hutchison Elementary
- Removing trash from grounds area at Wessendorff Middle
- Cleaning up vomit in the L Team area at Wessendorff Middle
- Cleaning the office windows at Wessendorff Middle
- Cleaning the service yard area at Campbell Elementary
- Opening the school for a Rangerettes booster meeting at Terry High
- Opening the school for construction workers at Terry High
- Moving chairs and desks at Pink Elementary
- Removed trash from the grounds area at Travis Elementary
- Cleaning up urine on the computer lab floor at Travis Elementary
- Dust mopping all hallways at Pink Elementary
- Sweeping all the entrances at Pink Elementary
- Setting up five tables in main hall for open house at Pink Elementary
- Replacing lights in the office area at Campbell Elementary
- Delivering tables to the foyer for the PTO at Campbell Elementary
- Delivering copy paper to a workroom at Lamar Junior High
- Cleaning up vomit from the clinic floor at Lamar Junior High
- Cleaning up the cafeteria after a pizza party at Lamar Junior High
- Setting up 550 chairs in the gym for parent night at Dickinson Elementary
- Setting up chairs/tables in the library at Dickinson Elementary
- Removing trash from the grounds area at Meyer Elementary
- Removing trash from the outside trash cans at Meyer Elementary
- Cleaning the service yard area at Meyer Elementary
- Cleaning up vomit in the girls restroom at Taylor Ray Elementary
- Cleaning up blood in 5<sup>th</sup> grade boys restroom at Taylor Ray Elementary
- Mopping up urine from the floor in room 203 at Taylor Ray Elementary
- Vacuuming the entrance mats to the cafeteria at Travis Elementary
- Delivering boxes to Travis Elementary
- Setting up tables and chairs for an Open House at Travis Elementary
- Opening the school for Open House at Lamar High
- Delivering recyclable items the recycle bin at Pink Elementary
- Moving a teacher's desk from one room to another at Pink Elementary
- Moving 20 chairs from one room to another at Pink Elementary
- Delivering two tables for a meeting at Campbell Elementary
- Sweeping the service yard area at Campbell Elementary
- Cleaning the front entry windows at Campbell Elementary
- Cleaning vomit in the kinder hallway at Travis Elementary
- Vacuuming all the entry mats at Travis Elementary
- Cleaning the cafeteria windows at Travis Elementary
- Setting up traffic cones at Hutchison Elementary
- Removing trash from the grounds area at Hutchison Elementary
- Cleaning the front and back windows at Hutchison Elementary
- Cleaning up vomit in the restroom at Hutchison Elementary

- Setting up for PTO program at Hutchison Elementary
- Setting up and taking down chairs in the gym for a meeting at Seguin Early Childhood Center
- Opening the campus for contractors on the weekend at Terry High
- Opening the auditorium for the Rosenberg Opry at Terry High
- Waxing the new floors at Terry High
- Cleaning the front office windows at Jackson Elementary
- Replacing lights in office area at Jackson Elementary
- Removing debris from the parking lot at Jackson Elementary
- Cleaning up vomit on the front walkway at Taylor Ray Elementary
- Emptying all the outside trash cans at Taylor Ray Elementary
- Opening the auditorium for picture day at Lamar High
- Cleaning the cabinets in teacher lounge at Lamar High
- Delivering a palm hutch for a dance at Polly Ryon Middle
- Temporarily removing playground equipment to place a portable at Beasley Elementary
- Mowing district-wide
- Delivering chairs to Wessendorff Middle
- Delivering tables to Meyer and Dickinson
- Painting football lines on all high school fields
- Building the sand borders around the new playground equipment at Adolphus Elementary
- Setting and cleaning up at Traylor Stadium for football games
- Removing wasps from Austin Elementary
- Removing wasps from Navarro Middle
- Removing a skunk from the grounds at Reading Junior High
- Removing a snake from the grounds area at Huggins Elementary
- Scheduling Gillen's Pest Control services district-wide
- Providing ant control at Foster High and Adolphus
- Providing rodent control at Meyer and Lamar Junior High

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

October 2013

**2006 Bond Program Projects**

**Transportation Satellite Facility**

- Projected close out for the Satellite Transportation is December 2013.

**Lamar High School Baseball/Softball Complex**



- Storm line is complete along Mustang Ave. from Herndon to the west side of project.
- Project meeting was October 9, 2013.
- Irrigation lines are installed in both fields.
- Color selections for buildings are complete.
- CMU installation is 95% complete at the field house.
- Water tap installation is complete.
- Baseball and softball perimeter fence supports are in place.
- Roof trusses for field house have been delivered.
- Mow strip at west side is 50% complete.
- Grass will be installed at the softball field starting October 10, 2013.
- Grass will be installed at the baseball field starting October 12, 2013.

**2011 Bond Program Projects**

**Agricultural Barn Renovations**

- Project is complete.

**George Ranch High School Build-Out**

- Project is complete.

**Judge James C. Adolphus Elementary**

- CMU wall is in place for chiller sound reduction and painted.
- Contractor continues to complete remaining punch list open items.





Miscellaneous Renovations / Terry HS

### **Misc. Renovations - Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES**

#### *Terry High School:*

- Graphics have been installed at the new canopy.
- Old posts have been removed/replaced at the tennis courts.
- New posts have been installed.
- Windscreens have been delivered.
- New hardware and locks have been installed.
- Punch list items are being addressed.

#### *Terry Tennis Courts:*

- Posts are up and mesh is being installed.

#### *Jackson Elementary:*

- Punch list items are being addressed.

#### *George Junior High:*

- Punch list items are being addressed.

#### *Bowie Elementary:*

- Punch list items are being addressed.

#### *Lamar High School:*

- Punch list items are being addressed.



Miscellaneous Renovations / Terry HS

### **New Natatorium**

- Bid opening for General Contractor occurred on September 26, 2013.
- Contractor recommendation will be presented at the LCISD October board meeting.

### **Polly Ryon Middle School**

- Contractor is completing final punch list items.
- Warranty items are being addressed by the contractor.

### **Traylor Stadium Renovations**

- Speakers and sound system installation is complete.
- Bid opening for General Contractor occurred on September 26, 2013.
- Contractor recommendation will be presented at the LCISD October board meeting.

### **Track & Turf:**

- Punch list items are being addressed.



Traylor Stadium Renovations

## Bond Program Budget

<b>EXECUTIVE REPORT</b>				
	<b>BUDGET</b>	<b>COMMITTED</b>	<b>UNCOMMITTED</b>	<b>PAID</b>
NEW FACILITIES	51,095,099	30,486,506	20,608,594	27,815,792
LAND	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	-	21,168,000	-
TRANSPORTATION	6,100,779	5,263,874	836,905	5,263,874
EXISTING FACILITIES	23,791,755	10,275,795	13,510,988	8,251,152
MISCELLANEOUS	5,144,367	-	5,144,367	-
<b>TOTAL</b>	<b>110,000,000</b>	<b>46,037,374</b>	<b>63,957,653</b>	<b>41,342,018</b>