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

LAMAR C|SD

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, July 21, 2016

7:00 PM

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

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

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Technology Student Association State Winners
4. Introductions
5. Audience to patrons
6. Approval of minutes
 - A. June 14, 2016 - Regular Board Meeting 7
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
9. Public Hearing - Proposed Application for Optional Flexible School Day Program
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12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	291
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2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	

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

RECONVENE IN OPEN SESSION

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

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 14th day of July 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

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 14th day of June 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Melisa Roberts	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

The prayer was led by Ms. Haack, and the pledge of allegiance was recited.

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3. RECOGNITIONS/AWARDS

Mr. Steenbergen recognized Ms. Kaminski as the outgoing President and presented her with a plaque for her leadership.

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Belynda Billings, principal at Bowie Elementary
Erin Forbes, associate principal at Fulshear High
Dr. Andree Osagie, principal at Terry High
Jose Pineda, principal at Briscoe Jr. High

5. AUDIENCE TO PATRONS

Ms. Tiffany Green addressed the Board about their son and his special education services. She feels the special education department is making them jump through hoops or homebound services will be stopped. She said they are only trying to keep their son healthy and normal at the same time and have homebound because of his health concerns. She feels like her son's rights have been violated.

Mr. Steve Kyles addressed the Board about the relief efforts for the Brazos River Flood Recovery. He went on to explain that about 11 days ago a group of businessmen came together to make a difference on what is happening in Fort Bend County.

Mr. David Vrshek asked the Board to modify the over 65 and disabled exemptions in Lamar CISD.

Mr. Joe Greenwell congratulated the new Board officers and thanked the outgoing officers. He said two months ago he put in a request to rename the newest Natatorium in honor of Toni Schramme and as of recently nothing has happened. He asked them again to address this. He said last month he asked the Board to give a public statement that the District will not allow males to use the female restrooms, showers, and locker rooms. He asked the Board to take action, because he feels that no action is an action. He also addressed the Board about the practice pools and feels the design that was presented is a failed design. He asked that they reach out to the local resources who have experience with the pools for assistance in the design. He went on to say that the then seated Board President suggested to PBK that they engage local resources and no one was contacted.

6. APPROVAL OF MINUTES

A. MAY 17, 2016 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of May 17, 2016 Special Board Meeting (Workshop). The motion carried unanimously.

B. MAY 19, 2016 REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of May 19, 2016 Regular Board Meeting. The motion carried unanimously.

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7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met and reported the status of projects going on throughout the District. She also gave kudos to George Ranch High School for their publication of *The Twisted Wire*.

Ms. Danziger reported the Policy and Procedures Committee met and reported on the status. She also reported the Board toured Churchill Fulshear Jr. High School. She reported the Technology Committee met and reported the status of projects going on throughout the District. She helped out at Common Threads and said Ms. Jill Davis did an excellent job getting so much organized in such a short period of time to help families that were flooded.

Mr. Steenbergen went to a choir concert, an exploratory expo, the Lion King mask making, and the Lion King Jr. performance at Polly Ryon Middle School. He also attended the Teacher of the Year Banquet. He gave kudos to the staff at Terry High School, Kevin McKeever, and Dr. Randle for their support with the disaster relief.

Dr. Harrell judged a science fair at Frost Elementary.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Huggins is also designated as a Recovery Center and will serve most of the Simonton area.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A- 1 – 9. A- 3; 9. B-1 – 9. B-5; 9. B-7 – 9. B-18; and 9. C-1 – 9. C-4

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of Resolution proclaiming support for a Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School mascot

Approved the attached resolution proclaiming support for Lamar Consolidated High School, Lamar Junior High School and Wessendorff Middle School mascot. (See inserted page 3-A.)

9. A-2 Adoption of the Carl Briscoe Bentley Elementary School mascot and school colors

Approved Blazers as the mascot and blue and gold as the school colors for Carl Briscoe Bentley Elementary School.

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9. A-3 Approval to submit application for missed school days waiver due to flooding

Approved submission to the Texas Education Agency an Application for Missed School Days Waiver regarding the closure of specified elementary and secondary schools on Tuesday, May 31, 2016 through Thursday, June 2, 2016, and authorized the Superintendent of Schools to revise the calendar as necessary.

9. B GOAL: PLANNING

9. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-2 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted page 4-A.)

9. B-3 Approval of purchase of aquaponics, hydroponics, and aeroponics equipment, supplies, and related items

Approved all vendors who responded to the proposal for aquaponics, hydroponics, and aeroponics equipment, supplies and related items for the District.

9. B-4 Approval of purchase of charter bus services

Approved all vendors who responded to the proposal for charter bus services for the District.

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

- a. Adolphus Elementary School
- b. Austin Elementary School
- c. George Ranch High School
- d. Hubenak Elementary School

Approved donations to the District.

9. B-7 Approval of project authorizations and the delivery method for replacement chillers and Huggins Elementary School driveway improvements

Approved the procurement method and authorized the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for replacement chillers and Huggins Elementary School driveway improvements.

9. B-8 Approval of professional surveying services for the band hall expansion at Lamar Consolidated High School

Approved Kelly R. Kaluza & Associates, Inc. for the professional surveying services for the band hall expansion at Lamar Consolidated High School in the amount of \$4,330 and authorized the Board President to execute the agreement. (See inserted pages 4-B – 4-D.)

9. B-9 Approval of professional surveying services for the band hall expansion at Terry High School

Approved Kelly R. Kaluza & Associates, Inc. for the professional surveying services for the band hall expansion at Terry High School in the amount of \$4,560 and authorized the Board President to execute the agreement. (See inserted pages 5-A – 5-C.)

9. B-10 Approval of geotechnical study for the band hall expansion at Lamar Consolidated High School

Approved Terracon, Inc. for the geotechnical study for the band hall expansion at Lamar Consolidated High School in the amount of \$2,500 and authorized the Board President to execute the agreement. (See inserted pages 5-D – 5-I.)

9. B-11 Approval of geotechnical study for the band hall expansion at Terry High School

Approved Terracon, Inc. for the geotechnical study for the band hall expansion at Terry High School in the amount of \$2,750 and authorized the Board President to execute the agreement. (See inserted pages 5-J – 5-O.)

9. B-12 Approval of geotechnical study for the Terry High School baseball complex renovations

Approved Terracon, Inc. for the geotechnical study for the Terry High School baseball complex renovations in the amount of \$4,950 and authorized the Board President to execute the agreement. (See inserted pages 5-P – 5-V.)

9. B-13 Approval of professional surveying services for the Terry High School baseball complex renovations

Approved Kelly R. Kaluza & Associates, Inc. for the professional surveying services for the Terry High School baseball complex renovations in the amount of \$7,880 and authorized the Board President to execute the agreement. (See inserted pages 5-W – 5-Y.)

9. B-14 Approval of exterior caulking repairs for Pink Elementary School

Approved M. Dumas Painting, L.L.C. for the exterior caulking repairs at Pink Elementary School in the amount of \$31,568. (See inserted page 5-Z.)

9. B-15 Approval of roof repairs for Pink Elementary School

Approved Restoration Services, Inc. for the roof repairs at Pink Elementary School in the amount of \$750 and authorized the Board President to execute the agreement. (See inserted page 5-AA.)

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9. B-16 Approval of temporary construction easement for the Fort Bend County Levee Improvement District No. 6

Approved the temporary construction easement for the Fort Bend County Levee Improvement District No. 6 and authorized the Board President to execute the agreement. (See inserted pages 6-A – 6-H.)

9. B-17 Approval of HVAC Controls upgrade

Approved Johnson Controls, Inc. for the HVAC controls upgrade in the amount of \$92,310 and authorized the Board President to execute the agreement. (See inserted pages 6-I – 6-N.)

9. B-18 Approval of sidewalk repairs for Pink Elementary School

Approved Frank's Iron Works & Industrial Coatings, Inc. for the sidewalk repairs at Pink Elementary School in the amount of \$17,250. (See inserted page 6-0.)

9. C GOAL: TECHNOLOGY

9. C-1 Approval of audio visual equipment and installation services

Approved the purchase of projectors, equipment, and installation services for Phase V, Part 1 of the refresh of district projectors in the amount of \$38,376.10 from Troxell Communications.

9. C-2 Approval of discovery education streaming

Approved Discovery Education Streaming from Region 11 ESC in the amount of \$65,058.48 and authorized the Board President and Superintendent to execute the agreement. (See inserted pages 6-P – 6-S.)

9. C-3 Approval of purchase of network switches

Approved the purchase of network switches and components from Micro Integration in the amount of \$49,648.50.

9. C-4 Approval of purchase of internet web filter

Approved the purchase of an internet web filter from PC Hotline in the amount of \$110,228.

9. B GOAL: PLANNING

9. B-6 Consider approval of an interlocal agreement with Region 4 Education Service Center for facilities maintenance and operation administrative management services

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve an interlocal agreement with Region 4 Education Service Center for facilities maintenance and operation administrative management services and authorize the Board President to execute the agreement.

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Ms. Kaminski asked if in the 12 years they have used Region 4, is the District still reorganizing. Mr. McKeever said they are constantly looking at efficiencies and how they can do things better. He said with Region 4's help, as we add more schools they are looking at how to keep this going. Ms. Kaminski asked if these two gentlemen report to Mr. McKeever. Mr. McKeever said the Director's position that is provided by Region 4 does report directly to him. She asked about the fees on the contract where it says future increases will be determined by the previous year's Consumer Price Index (CPI) and agreed upon by both parties. She asked if this is considered getting a raise and is this something the Board approves. Mr. McKeever said it is and the Board would approve a change to the contract.

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

Voting in opposition of the motion: Ms. Kaminski

The motion carried. (See inserted pages 7-A – 7-F.)

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 2015-2016 School Health Advisory Council

Dr. Melissa Long from Foster High School gave a presentation.

10. B GOAL: PLANNING

10. B-1 Appointment of Board Committees

10. B-2 Board Policies for First Reading

10. B-3 Budget Workshop

Jill Ludwig, Chief Financial Officer, presented Budget Workshop #1 for 2016—2017 with the following agenda:

- 2016—2017 Revenue Projection
 - Types of revenue
 - Projected totals
 - Legislative Update

- 2016—2017 Expenditure Budget Status
 - The "Building Blocks"
 - Current estimates

10. B-4 Tax Collection Report

10. B-5 Payments for Construction Projects

10. B-6 Region 4 Maintenance and Operations Update

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10. B-7 **Bond Update**

a. **2011**

b. **2014**

10. B-8 **Transportation Update**

10. B-9 **Projects funded by 2011 available bond funds**

10. B-10 **Programming and design concept for Carter Elementary**

VLK Architects presented the process for the design.

10. B-11 **Compensation Plan information for Manual Trades and Clerical/Paraprofessional employment categories**

Ms. Gonzales verified that there are 219 employees making less than \$10/hour. Dr. Randle said that was correct. She asked what the Clerical 1 position was. Dr. Bowen said those are instructional aides, elementary clerk positions, and a transportation clerk position. Ms. Gonzales asked if these were individuals who work directly with students. Dr. Bowen said yes in some instances. Ms. Gonzales asked what background is needed to be an instructional aide. Dr. Bowen said to meet the highly qualified standards they must have the equivalent of 2 years of college or have passed an exam. They must hold a certificate in which they apply for through the state. Ms. Gonzales feels this hourly rate is low and this should seriously be looked at.

Mr. Torres said there are 349 people that make no more than \$11/ hour and feels they are seriously underpaid. He said he does not care how it stacks up to other school districts, he feels the District needs to bump everyone up to a minimum of \$15/hour. He feels the District is losing employees because of this.

Ms. Ludwig said as a starting point they looked at surrounding districts and how our District compared. It was determined that \$1.25/hour increase was included in the budget in addition to the two percent of midpoint raise. She said the cost of this would be about \$700,000. Mr. Torres asked what their pay rate would be. Ms. Ludwig said if someone falls in the bottom end of the new pay scale they would be at \$10.31/hour. Dr. Bowen said the annual rate depends on how many hours they work, not all employees work 8 hours/day and the number of days they work varies.

Mr. Torres asked how much more are they paying for insurance. Dr. Bowen said it depends on the plan they selected and how many dependents.

Mr. Steenbergen said some people will work for lower wages just to be eligible for the benefit package.

Ms. Kaminski asked how many hours they have to work to be eligible for benefits. Dr. Bowen said they must work 20 hours or more to be eligible for benefits.

Ms. Ludwig said they would have to be at a paygrade 5 in order to make a minimum of \$15/hour. If they roll that down to paygrade 1, then every paygrade on the schedule would have to be adjusted. This would be a very large amount of money for the District.

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Ms. Gonzales asked what the job requirements are for the Manual 1 worker. Dr. Bowen said there is no degree required and on the job training is provided.

Ms. Kaminski said a lot has to do with experience, if someone comes in with no experience then they start at the bottom and work their way up. Ms. Ludwig said they move laterally in the paygrade as they gain experience. Dr. Bowen said if they come in with experience then they are given that credit. Ms. Ludwig said they can move up as other positions become available.

Mr. Steenbergen said he appreciates Mr. Torres' concern, but this is not something that can be resolved tonight. He said they have received information tonight to at least try and give some increase for those employees.

Ms. Gonzales asked what the impact on the budget is if they did do \$15/hour across the board for these positions. Dr. Bowen said with the help of Ms. Dawson to adjust manual trades' paygrades 1 through 4 it would cost approximately \$6m and that does not include adjusting any of the others up. Ms. Gonzales said she would like for the District to look at a solution for this even if it is incremental. She said even if it means holding backing on some of the higher administrative positions receiving their increases. Mr. Steenbergen reminded her they cannot take on the entire compensation package tonight. Ms. Gonzales said they need a better plan and we should be the ones leading the county to do better by the people that work the hardest in the District. She said she hopes next month there is a plan in place when the budget is reviewed.

10. B-12 **Stability ball survey and pilot information**

Dr. Harrell asked Ms. Vogt if this is what she thought the interest would be. Ms. Vogt said it is new and exciting to use in a classroom for students with ADD as opposed to using them for physical therapy purposes. Dr. Harrell asked if it would be possible to write a proposal to increase the use of the chairs. Ms. Vogt said she could explore receiving a grant for them.

Ms. Kaminski asked if this comes out of the school budget. Ms. Vogt said most items located on campus does come out of the campus allocation. Ms. Kaminski said she tried these at her daycare and the children were distracted and they did not work. She wondered why Thomas used so many of them. Ms. Lane said it was new and innovative at the time and they thought it was neat for students with challenges. She said some classrooms are not using them any longer.

10. B-13 **Staff Recognition**

Mr. Rockwood provided printed cards for the Board to use for staff recognition. A certificate was created as well if the Board wants to use that. Mr. Steenbergen said the concept was the cards were for the quick at-a-boy notes. He said the certificates were for someone that knocks it out of the ballpark. Mr. Steenbergen said they would select one of the certificates and they can give it out from the Board to someone they see doing something extraordinary. The Board could discuss this in executive session at the Board meeting, and this would allow them some consistency.

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

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

The Board adjourned to Closed Session at 8:55 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:51 p.m.

Ms. Gonzales left at 9:51 p.m.

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

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

Employed

Choi, Yunghee	July 20, 2016	Associate Principal Williams Elementary
Coronel, Crystal	July 18, 2016	Assistant Principal Terry High
Gage, Theresa	July 18, 2016	Assistant Principal Hutchison Elementary
Guillory, Katrina	July 18, 2016	Assistant Principal Reading Junior High
Johnk, Derek	July 18, 2016	Assistant Principal Terry High School

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Kitto, Sharyn	July 18, 2016	Assistant Principal Leaman Junior High
Sluder, Stephen	To be determined	Transportation Site Manager Transportation

Mr. Torres left at 9:53 p.m.

FUTURE AGENDA ITEMS

Discussion and possible action on a reappraisal resolution on damaged properties

Information Item on naming of facilities

Information Item on impact of giving additional tax relief for the 65 and older

ADJOURNMENT

The meeting adjourned at 9:54 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CISD AND THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),
TEXANA CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2016-2017 school year, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides, and Lamar CISD has been educating residents residing at BTTC since the facility opened. In the spring of 2001, the program and fiscal responsibility for the BTTC shifted from the Richmond State School to Texana, Mental Health and Retardation Authority. Education is being provided through the Lamar CISD Community Center staff. State foundation special education contact hours and federal special education funds support the services provided at the BTTC.

PROGRAM DESCRIPTION:

The agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2016-2017 school year and provides a system for Lamar CISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between three and six months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Linda Lane, Interim Executive Director of Elementary Education
Tiffany Mathis, Director of Special Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),
TEXANA CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and The Behavior Treatment and Training Center (BTTC), Texana Center, hereinafter referred to as "BTTC/Texana".

WHEREAS, the District and BTTC/Texana recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at BTTC/Texana; and

WHEREAS, the District and the BTTC/Texana mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and BTTC/Texana to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services

3. Food and nutrition services
 4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general Texana and District services.
 4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at the BTTC at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at BTTC/Texana.
- E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with the District in the Teacher Training Partnership to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs and Projects at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and Texana services.
 4. BTTC Management and LCISD Management shall discuss new District staff members regarding assignment to BTTC.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to

meet student needs including District classes off the BTTC campus, classes on BTTC campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding Lamar Consolidated Independent School District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, Lamar Consolidated Independent School District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of BTTC/Texana will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this

agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 2016, upon execution by both parties, and shall continue in full force and effect through July 2017. If the agreement made in this Agreement is to be continued beyond July 2016, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ____ day of _____, 20__, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the ____ day of _____, 20__, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CISD AND RICHMOND STATE SUPPORTED LIVING CENTER (RSSLC)**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Richmond State Supported Living Center (RSSLC) and Lamar CISD for the 2016-2017 school year, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides. Though the numbers of school age residents at RSSLC has declined since 1987, some children continue to be placed at RSSLC each school year. Current revenue to educate these students includes special education contact hours and special education capacity building federal funds.

PROGRAM DESCRIPTION:

Since the 1987-88 school year, Lamar CISD has assumed full responsibility for education of school-aged residents at RSSLC. This has been required as a result of a court order issued by Judge Barefoot Sanders. Cooperative programming by RSSLC and Lamar CISD has proved to be very beneficial for the students and there is a positive working relationship between RSSLC and Lamar CISD staff members.

Submitted by: Linda Lane, Interim Executive Director of Elementary Education
Tiffany Mathis, Director of Special Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
RICHMOND STATE SUPPORTED LIVING CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and Richmond State Supported Living Center, hereinafter referred to as "State Supported Living Center".

WHEREAS, the District and State Supported Living Center recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at State Supported Living Center; and

WHEREAS, the District and the State Supported Living Center mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and State Supported Living Center to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

State Supported Living Center agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services
3. Food and nutrition services
4. Medical services

5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general State Supported Living Center and District services.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the State Supported Living Center's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed on the State Supported Living Center campus, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction of dorm bound or campus class students, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by State Supported Living Center and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at dorms at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at State Supported Living Center.
- E. Coordinate services in the State Supported Living Center's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters to on-campus classes.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at the State Supported Living Center campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and State Supported Living Center when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
 3. Provide timely transportation from District campus classes back to the State Supported Living Center campus when the student is ill or in need of immediate medical care by State Supported Living Center.
- J. Provide meals during the instructional day for those students the ARD determines need to be served on campus in District classes.
- K. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the Director of Education and Training at the State Supported Living Center and the campus designee of the Director of Special Education at the District.
- L. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to the State Supported Living Center, educational assessments and updates, provide access to student records for information necessary to facilitate State Supported Living Center care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from State Supported Living Center's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and State Supported Living Center services.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to the State Supported Living Center residents ages 3 through 21 as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations.
- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the State Supported Living Center campus, Center Based classes on State Supported Living Center campus, Dorm based classes on the student's dorm, and bedside instruction in the infirmary. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to State Supported Living Center staff.
- G. Provide transportation for students to and from the State Supported Living Center for District classes and community based training.
- H. Provide related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation
 - 9. Counseling
- I. Provide meals during the day for students instructed off campus in District classes in accordance with special dietary needs and physician's orders. For students attending on-campus classes, provide feeding and/or supervision and dietary information when appropriate.
- J. Inform State Supported Living Center regarding Lamar Consolidated Independent School District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- K. Follow all federal and state requirements governing the development and implementation of the IEP, Lamar Consolidated Independent School District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of State Supported Living Center will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this

agreement. The District assumes no responsibility for students upon dismissal from residence at State Supported Living Center unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and State Supported Living Center.

VI.

TERM

This Agreement shall be effective beginning August 2016, upon execution by both parties, and shall continue in full force and effect through July 2017. If the agreement made in this Agreement is to be continued beyond July 2017, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and State Supported Living Center offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ____ day of _____, 20__, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the ____ day of _____, 20__, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Texana Center

Lamar Consolidated Independent School District

RSSLC Representative

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL FOR RENEWAL OF AN
OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve a continuation of the Optional Flexible School Day Program (OFSDP) that has been established jointly between our high schools and 1621 Place.

IMPACT/RATIONALE:

The OFSDP program, also known as Operation Graduation Night School, offers flexible hours and days of attendance for students in grades 9-12 who are at risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the District may apply for enrollment. During the 2015-2016 school year, 73 students were served and 36 students have completed their graduation requirements as of Friday, July 1, 2016.

Students at risk for non-completion are referred to and must complete an application to the program. Existing fund sources (State Compensatory Education and Title I) have partially covered the cost of the program. Students attending the program generate Average Daily Attendance funds which offset any remaining costs in addition to the funding sources already listed.

BACKGROUND INFORMATION:

As Lamar CISD seeks to meet the academic needs of all students, it becomes necessary to implement different approaches to meet diverse needs. Economic factors or family issues sometimes prevent students from attending a traditional program. OFSDP offers the District flexibility to create an educational setting that meets the changing time constraints of some of our most at-risk secondary students.

Submitted by: Leslie Haack, Executive Director of Secondary Education
 Brian Moore, Director of Research and Accountability

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 720 hours per 12-month period.

Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning _____ (Month, Day, Year) and ending _____ (Month, Day, Year).

Please note that the agreement term is subject to annual renewal.

Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Public Hearings
- Appendix Three, Narrative Description of Proposed Program
- Appendix Four, Contact Sheet
- Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

Article VI - Application Process

For questions or assistance regarding this application, please contact Ashley Behnke by telephone at (512) 463-4834 or by email at Ashley.Behnke@tea.texas.gov.

EMAIL THE COMPLETED APPLICATION TO: Ashley.Behnke@tea.texas.gov.

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____ Authorized Signature _____
Typed Title _____

Participating Campuses

Attach additional list, if required.

District Number	District Name	Eligibility Designation	
		A = At-Risk Students E = Early College HS I = Innovative Campus Redesign C = Credit Recovery	Estimated Number of Participating Students

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide knowledgeable, highly qualified instructors and staff for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to comply with all reporting requirements established by the TEA;
8. not to discriminate based on disability, race, color, national origin, religion, or sex; and

9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

The pre-application public hearing was conducted on:

Month:

Day:

Year:

Time:

Location:

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District

Date

Appendix Three Narrative Description of Proposed Program

The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA; and
- criteria selected to report the progress of students participating in the OFSDP.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

**CONSIDER APPROVAL OF THE 2016-2017 AND 2017-2018 AGREEMENT FOR
SPORTS MEDICINE SERVICES BETWEEN LAMAR CISD
AND MEMORIAL HERMANN HEALTH SYSTEM**

RECOMMENDATION:

That the Board of Trustees approve the agreement for sports medicine services between Lamar CISD and Memorial Hermann Health System (MHHS) for the 2016-2017 and 2017-2018 school years.

IMPACT/RATIONALE:

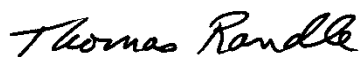
Lamar CISD desires to collaborate with MHHS for the purpose of enhancing the quality of sports medicine services made available to Lamar CISD student athletes.

PROGRAM DESCRIPTION:

MHHS will partner with Lamar CISD and serve as the official healthcare provider of Lamar CISD Athletics and to provide marketing opportunities set forth in Exhibit A.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Mike Rice, Athletic Director

Recommended for approval:



Dr. Thomas Randle
Superintendent

SPORTS MEDICINE AGREEMENT

THIS SPORTS MEDICINE AGREEMENT (this "*Agreement*") is entered into effective as of August 1, 2016 (the "*Effective Date*"), for a term expiring on July 31, 2018 (the "*Term*"), by and between Memorial Hermann Health System ("*MHHS*"), a Texas non-profit corporation, and the Lamar Consolidated Independent School District ("*LCISD*"). MHHS and LCISD are sometimes referred to in this Agreement, individually, as a "*Party*" or, together, as the "*Parties*."

RECITALS

A. MHHS is an acute care hospital system headquartered in Houston, Texas, which operates the Memorial Hermann Ironman Sports Medicine Institute ("*Institute*");

B. LCISD desires to collaborate with MHHS for the primary purpose of enhancing the quality of sports medicine services made available to LCISD student athletes and to designate and utilize MHHS as the official healthcare provider of LCISD athletics; and

C. MHHS desires to partner with LCISD and to serve as the official healthcare provider of LCISD upon the terms and conditions contained herein.

In consideration of the mutual promises set forth in this Agreement, MHHS and LCISD agree to the following terms:

AGREEMENT

1. Responsibilities of the Parties.

1.1 Institute Responsibilities. MHHS agrees to provide to LCISD the financial support and the services set forth in Exhibit A.

1.2 LCISD Responsibilities. LCISD agrees to designate MHHS as the official healthcare provider of LCISD Athletics and to provide the marketing opportunities set forth in Exhibit A.

2. Term and Termination.

2.1 Term of Agreement. This Agreement shall remain in force and effect during the Term, unless earlier terminated as set forth below.

2.2 Termination without Cause. Either Party may terminate this Agreement at any time without cause upon at least one hundred-twenty (120) days prior written notice to the other Party, in which case this Agreement shall terminate on the future date specified in such notice.

2.3 Termination upon Mutual Agreement. This Agreement shall terminate on such date as MHHS and LCISD may mutually agree in writing.

2.4 Termination for Breach. Either Party may terminate this Agreement upon the default of the other Party of any term, covenant, or condition of this Agreement, where such default continues for a period of thirty (30) days after the defaulting Party receives written notice thereof from the other Party specifying the existence of such default. If such default is not cured within the time specified, this Agreement shall terminate at the end of the thirty (30) day period without further notice or demand.

2.5 First Right to Renew At the end of the Term of this Agreement LCISD will grant to MHHS the first opportunity to negotiate a renewal of the Agreement prior to efforts by LCISD to negotiate a new agreement with any third party.

3. Insurance.

3.1 MHHS shall maintain and keep in full force and effect during the Term at its own cost and expense the following types of insurance with minimum limits as set forth herein:

3.1.1 Comprehensive General Liability Insurance subject to a per occurrence limit of One Million Dollars (\$1,000,000.00) and a general aggregate limit of Two Million Dollars (\$2,000,000.00);

3.1.2 Professional Liability (malpractice) insurance or a self-funded insurance trust certified by audit in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the annual aggregate;

3.1.3 Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00);

3.1.4 MHHS is a non-subscriber to the Texas Worker's Compensation Program and, to this extent, shall maintain sufficient self-insurance and provide LCISD evidence thereof upon LCISD's reasonable request.

3.2 MHHS shall furnish certificates of insurance to LCISD within ten (10) business days of the Effective Date. Complete copies of all applicable insurance policies shall be provided to LCISD promptly upon request. Failure to provide copies of the required insurance policies within the given time may be cause for revocation of this Agreement.

3.3 The certificates of insurance and insurance policies shall state the following: "This policy shall not be non-renewed, canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to LCISD. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." LCISD shall be named as an additional insured in the automobile and general liability insurance policies. A Waiver of Subrogation in favor of LCISD is required.

3.4 MHHS shall furnish replacement insurance of the type and in the amounts required hereunder such that there are no gaps in coverage and shall provide renewal certificates for insurance that may expire during the term of the agreement.

4. **Liaisons.** The primary liaisons of each Party for purposes of coordinating performance of responsibilities under this Agreement are as follows:

For LCISD: Mike Rice
Athletic Director
Phone: 832-223-0149
Email: mrice@lcisd.org

Dr. Thomas Randle
Superintendent of Schools
Phone: 832-223-0110
Email: terandle@lcisd.org

For INSTITUTE: Name: Gregory Haralson
Title: Chief Executive Officer, Memorial Hermann
 Sugar Land Hospital
Phone: 281-725-5202
Email: gregory.haralson@memorialhermann.org

Name: Jim Brown
Title: Senior Vice President and Chief Executive Officer,
Ambulatory Services/Orthopedic Service Line
Phone: 713-512 6106
Email: Jim.Brown@memorialhermann.org

5. **Notices.** Notices or communications to be given under this Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed telefacsimile or certified mail, postage prepaid, to the respective addresses set out below, or at such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by registered or certified mail, postage prepaid, one (1) business day after delivery if by an overnight delivery service, or upon transmission confirmation if by telefacsimile. A “*business day*” is a day on which the United States Postal Service delivers mail in Houston, Texas. The respective addresses are:

If to MHHS: Memorial Hermann Sugar Land Hospital
17510 West Grand Parkway South
Sugar Land, Texas 77479
Attention: Chief Executive Officer

With copy to: Memorial Hermann Health System
929 Gessner, Suite 2700
Houston, Texas 77024
Attention: Chief Legal Officer

If to LCISD: Mike Rice, Athletic Director
3911 Avenue I
Rosenberg, Texas 77471

6. **FERPA.** The Parties do not anticipate that the performance of services under this Agreement will require the exchange or disclosure of information or records protected from disclosure under the Family Educational and Privacy Rights Act ("*FERPA*"), 20 U.S.C 1232g. In the event that LCISD transmits a record or information contained in a record that is protected by FERPA to the Institute, LCISD appoints the Institute as its agent in the limited circumstances and for the limited purpose of providing services under this Agreement, in which event, the Institute shall not and agrees not to disclose any education record or any personally identifiable information contained in such record to any third party and shall maintain the educational record in conformity with FERPA and all applicable statutes, implementing regulations, and agency decisions.

7. **Independent Contractor.** The Parties hereto agree that they are not joint ventures or partners of each other by virtue of this Agreement. Neither Party hereto has control over the manner or method by which the other Party meets its obligations. Neither Party is responsible for tax or other withholding, for the other Party or its employees or agents, and sums for income tax, Social Security, unemployment insurance, or any other employee withholding, and neither Party is required to provide any employee benefits to the employees or agents of the other Party.

8. **General Provisions.**

(a) Entire Agreement; Representation; Construction. This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto.

(b) Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

(c) Incorporation By Reference. Any Schedules, Exhibits or Attachments referred to in this Agreement or the Recitals are attached to and incorporated into this Agreement by reference.

(d) Amendments. This Agreement may be amended only by a written instrument signed by MHHS and LCISD.

(e) Assignment. Neither Party may assign or subcontract any rights or obligations under this Agreement without the prior written consent of the other Party to the Assignment.

(f) Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The Parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Harris County, Texas.

(g) Severability. If any term or provision of this Agreement is to be held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best reasonable efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

(h) Waiver. Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

The Parties have executed this Agreement in multiple originals on the respective dates set forth below, but this Agreement shall be effective as of the Effective Date for all purposes.

LCISD:

MHHS:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



6/7/10

EXHIBIT A

MHHS Responsibilities.

MHHS agrees to:

1. provide \$125,000 payment to LCISD for the specific needs associated with athletic training/sports medicine, with the suggested usage for an administrative position and temporary help in day to day coverage of their athletic events.
2. assist in securing PRN Licensed Athletic Trainers to aid the school LAT's when multiple events coverage is necessary. (Schools Expense, Minimum of \$30.00/hr.)
3. provide CPR & AED training for Coaching Staffs, LAT's, & RN's on request. (Red Cross Administration Fees paid by individuals or school)
4. provide a Team Physician to assist the School's Athletic Trainers in the care of their athletes including coverage for home varsity football games. Each of the five high schools will have an assigned physician in this role.
5. offer concussion testing including baseline test and post injury testing for all LCISD high school athletes. Baseline testing and post-concussion testing will be provided in line with the recommendations and guidelines of ImPact by MHHS at no charge to LCISD or the LCISD athletes.
6. arrange and conduct physicals for LCISD athletics at pre-arranged time. Cost for student athlete physicals will be determined by LCISD athletic department. In addition, LCISD athletics is responsible for the administrative costs incurred by MHHS in regards to the rendered services. Any excess funds associated with the fees for conducting the physicals will remain with the campus athletic department.
7. provide Fast-Track services for LCISD athletes into the MH Sugar Land or Katy Hospitals, and Convenient Care Center in Katy Emergency Center unit.
8. provide preferred access for all LCISD Athletes to MHHS physicians and facilities through a designated MHHS Coordinator/athletic trainer.
9. Make available a member of the human performance team a minimum of 2 times/year for injury prevention/ performance education and services to each High School.
10. provide access to Saturday injury clinics at Sugar Land or Memorial City Locations.

11. provide Continuing Education opportunities to LCISD Athletic Trainers each year as mutually agreed upon by LCISD and MHHS.
12. MHHS will assist LCISD in conducting in-service training of Rank One for coaches and LCISD Athletic Trainers.

LCISD Responsibilities

LCISD agrees to:

1. designate MHHS as the exclusive “Official Healthcare Provider of LCISD Athletics”. MHHS categories include: Healthcare systems, Hospitals, Emergency Rooms, Physical Therapy/Sports Medicine/Human Performance, and Orthopedic and Medical Groups.
2. permit MHHS signage at all district sporting venues. (i.e., banner placement on all fields, and gymnasiums.) Signage plan to be mutually agreed upon by MHHS and LCISD. Cost of signs at MHHS expense.
3. provide a one page ad on front or back page of programs provided by Booster Club at all LCISD sports events starting the 2016/2017 school year, or 2015/2016 if adds have not been previously secured.
4. permit MHHS logo on LCISD athletic home pages and social media, with MHHS approval.
5. provide access to LCISD for one Health Solutions presentation/year.
6. provide options to have access to two distributions (marketing pieces) to student’s K-12 per school year.
7. assure no other healthcare provider can post information in the athletic areas of LCISD (i.e., athletic training rooms, field houses, gymnasiums, stadiums, etc.).
8. provide to MHHS the right of first refusal upon contract termination to be considered for renewing the Agreement and remaining as the official healthcare provider of LCISD.

**CONSIDER APPROVAL OF THE 2016-2017 AGREEMENT
FOR PREVENTION SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) for a Prevention Specialist to provide evidence-based substance use prevention activities at selected campuses for the 2016-2017 school year, and authorize the Superintendent to execute the MOU.

IMPACT/ RATIONALE:

Funding to support prevention services in Lamar CISD is obtained in cooperation with the Fort Bend Regional Council on Substance Abuse, Inc., from the Department of State Health Services and the United Way.

PROGRAM DESCRIPTION:

FBRC staff administer the National Registry of evidence-based Programs and Practices (NREPP) prevention curricula to selected Lamar CISD campuses. These programs include:

Life Skills Training Program, a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco, and other drug use. This program is universal in nature and may be provided to all youth. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

The Curriculum Based Support Group Program (CBSG) also known as “Youth Connection” is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

Submitted by: Valerie Vogt, Academic Administrator
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

MEMORANDUM OF UNDERSTANDING
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.
AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
September 1, 2016 to August 31, 2017

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) is seeking to continue providing Lamar Consolidated Independent School District (LCISD) students in selected schools with the services of a Prevention Specialist, who will conduct evidence-based substance use prevention activities for each selected campus.

FBRC is a non-profit agency funded by the Department of State Health Services and the United Way to provide prevention, education and treatment services to anyone seeking assistance in Fort Bend County and the surrounding area.

FBRC's primary population focus is the youth of Fort Bend County. FBRC offers prevention programs on school campuses. In addition, FBRC provides enhanced community summer leadership initiatives for school aged children. The summer High School Leadership program and the Summer Explosion day camp programs would not be available to our community without the long standing and valued partnership that FBRC has maintained with LCISD. Both organizations share the common goal of preventing youth substance abuse by building healthy school and community environments.

Communication and collaboration between FBRC and the school district is vital to the success of all programs. Therefore, this document will serve to define the school-based programs that FBRC provides to LCISD students. FBRC staff will administer National Registry of Evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

The Life Skills Training® Program is a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco and other drug use. This program is universal in nature and teaches personal and social skills that build resilience and help youth navigate developmental tasks, including the skills necessary to understand and resist peer pressure. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

The Curriculum Based Support Group® Program (CBSG), also known as "Youth Connection", is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

Based on cognitive-behavioral and competence-enhancement models of prevention, the CBSG Program teaches essential life skills and offers emotional support to help children and youth cope with difficult family situations; resist peer pressure; set and achieve goals; refuse alcohol, tobacco, and other drugs; and reduce antisocial attitudes and rebellious behavior. Delivered in 10 or 12, 45 minute group sessions, the curriculum addresses topics such as self-concept, feelings, goal setting, making healthy choices, friends, peer pressure, life challenges, family problems and making a commitment to stay drug free. Through the use of curriculum based support groups students learn peer pressure resistance skills, stress management, conflict resolution and communication skills.

Since 1991 the community partnership between LCISD and FBRC has reached thousands of students and families. Evaluations indicate that participants show improved grades, attendance, family relationships, and pride in their ability to refuse drugs and alcohol. FBRC's goal is to assist the LCISD staff in making students more academically and socially successful through the use of the Life Skills Training Program and CBSG-Youth Connection and affiliated prevention activities.

FBRC will provide the following:

FBRC dedicated and trained Prevention Specialists to provide education and referral as appropriate.

Staff oversight by the Prevention Program Director and Chief Operating Officer.

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

FBRC staff will keep current and accurate records regarding student contact.

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

FBRC staff will provide the **Life Skills Training Program** at the following campuses:

Beasley Elementary, Bowie Elementary, Long Elementary, Thomas Elementary, and Travis Elementary Schools. Other schools could be added with the agreement of both FBRC and LCISD.

FBRC staff will provide the **CBSG Youth Connections Program** at the following campuses:

Navarro MS, Wertheimer MS, Wessendorf MS, Briscoe JHS, George JHS, Lamar JHS, Leaman JHS, Reading JHS, Foster HS, Fulshear HS, George Ranch HS, Terry HS, and the Alternative Learning Center. Other schools could be added with the agreement of both FBRC and LCISD.

LCISD will provide the following:

Access to campuses receiving prevention education where students will be served for appropriately authorized FBRC staff. Access may also include introductions to school personnel and LCISD ID badges.

Introductions to LCISD staff vital to the success of the program.

Assistance in identifying appropriate program participants.

Appropriate group/classroom space to conduct services.

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

This document shall serve as a community partnership agreement between LCISD and FBRC beginning September 1, 2016 and will remain valid until August 31, 2017 unless revoked by either party before that time. This agreement may be revoked at will by LCISD or by FBRC. All services provided by FBRC to LCISD are at no cost to the district or any participating student. Services are contingent upon FBRC's available funding.

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

Date

Dr. Thomas Randle
Superintendent
LCISD

Date

CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT

MARCH 2016 THROUGH MAY 2016

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2016.

IMPACT/RATIONALE:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending May 31, 2016**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the requirements, and covers the period March 1, 2016 through May 31, 2016.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

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

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

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

INVESTMENT POSITION AT MAY 31, 2016

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of May 31, 2016. Pertinent details at May 31, 2016 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$15,052,629,357	\$15,053,500,069	0.8361%

The weighted average maturity of the pool’s portfolio for May 2016 was 45 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,364,958,327	\$3,365,301,329	0.9755%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2016 was 27 days.

MBIA, Texas CLASS	1.00	\$4,950,800,530	\$4,955,953,894	0.8492%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2016 was 47 days.

Texas Term, Daily Fund	1.00	\$2,571,766,677	\$2,571,998,631	1.9378%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for May 2016 was 48 days.

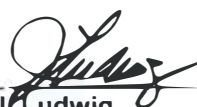
TexStar,	1.00	\$5,716,887,504	\$5,717,379,586	0.9737%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2016 was 46 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending May 31, 2016. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 7/13/16


 Yvonne Dawson
 Budget & Treasury Officer

Date: 7/13/16


 Michele Reynolds
 Director of Finance

Date: 7/13/16

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2016

	<u>03/31/16</u>	<u>04/30/16</u>	<u>05/31/16</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	890,261	363,566	708,615
Special Revenue Funds (Combined)	982,833	2,419,214	2,377,265
Debt Service Fund	329,896	329,504	325,867
Capital Projects Fund	281,817	262,432	257,756
Workmen's Compensation and Health Insurance Trust Funds	839,982	904,730	711,051
Trust and Agency Funds, excluding Student Activity Funds	41,470	41,470	41,470
Student Activity Funds	2,299,276	2,234,879	2,178,462
Total Demand Deposits/Cash on Hand	<u>5,665,535</u>	<u>6,555,795</u>	<u>6,600,486</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2016

	<u>03/31/16</u>	<u>04/30/16</u>	<u>05/31/16</u>
<u>INVESTMENT POOLS*</u>			
General Fund			
Texpool	113,867,608	101,764,942	89,982,486
Lone Star	2,620,835	2,621,551	2,622,283
Texas CLASS	15,388,005	15,395,178	15,402,914
Food Service Fund			
Texpool	3,712,785	3,713,816	3,714,888
Lone Star	90,601	90,626	90,651
Debt Service Fund			
Texpool	13,352,882	13,741,815	14,117,842
Lone Star	1,889,766	1,890,281	1,890,812
Texas CLASS	944,590	945,030	945,505
Texas Term/Daily	1,888,105	1,888,759	1,889,451
TexSTAR	3,309,356	3,310,361	3,311,391
Capital Projects Fund			
Texpool	21,170,058	18,782,147	16,405,780
Lone Star	27,484,201	27,491,702	27,499,430
Texas CLASS	25,670,480	25,682,446	25,695,351
Texas Term/Daily	57,815,819	50,640,489	47,946,809
TexSTAR	53,917,753	52,353,539	52,353,000
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,753,051	1,632,904	1,539,039
Lone Star	721,741	721,938	722,141
Special Revenue Funds			
Texpool	53,296	53,311	53,326
Student Activity Funds			
Texpool	45,924	45,937	45,950
Total Investment in Pools	<u>345,696,856</u>	<u>322,766,772</u>	<u>306,229,049</u>
<u>Summary of Interest Earned by Month</u>			
Texpool	45,126	40,692	38,323
Lone Star	9,200	8,954	9,224
Texas CLASS	19,271	19,580	21,117
TexSTAR	16,900	16,965	17,318
Texas Term/Daily	20,600	19,619	18,648
Total Interest Earned from Investment Pools	<u>111,097</u>	<u>105,810</u>	<u>104,630</u>
<u>Average Yield by Month</u>			
Texpool	0.33	0.34	0.34
Lone Star	0.33	0.33	0.33
Texas CLASS	0.54	0.57	0.59
TexSTAR	0.35	0.37	0.37
Texas Term/Daily	0.41	0.42	0.43

* See supplemental report attached for balances at May 31, 2016 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	03/01/16	DEPOSITS	WITHDRAWALS	03/31/16	DEPOSITS	WITHDRAWALS	04/30/16	DEPOSITS	WITHDRAWALS	05/31/16
General Fund										
Texpool	126,481,161	2,734,961	(15,348,514)	113,867,608	8,140,842	(20,243,508)	101,764,942	1,133,200	(12,915,656)	89,982,486
Lone Star	2,620,109	726	-	2,620,835	716	-	2,621,551	732	-	2,622,283
Texas CLASS	15,380,945	7,060	-	15,388,005	7,173	-	15,395,178	7,736	-	15,402,914
Food Service Fund										
Texpool	3,711,753	1,032	-	3,712,785	1,031	-	3,713,816	1,072	-	3,714,888
Lone Star	90,576	25	-	90,601	25	-	90,626	25	-	90,651
Debt Service Fund										
Texpool	13,494,790	1,162,064	(1,303,972)	13,352,882	388,933	-	13,741,815	376,027	-	14,117,842
Lone Star	1,889,244	522	-	1,889,766	515	-	1,890,281	531	-	1,890,812
Texas CLASS	944,157	433	-	944,590	440	-	945,030	475	-	945,505
Texas Term/Daily	1,887,454	651	-	1,888,105	654	-	1,888,759	692	-	1,889,451
TexSTAR	3,308,386	970	-	3,309,356	1,005	-	3,310,361	1,030	-	3,311,391
Capital Projects Fund										
Texpool	21,937,335	5,953	(773,230)	21,170,058	5,444	(2,393,355)	18,782,147	5,067	(2,381,434)	16,405,780
Lone Star	28,948,270	7,728	(1,471,797)	27,484,201	7,501	-	27,491,702	7,728	-	27,499,430
Texas CLASS	25,658,703	11,777	-	25,670,480	11,966	-	25,682,446	12,905	-	25,695,351
Texas Term/Daily	58,518,761	19,949	(722,891)	57,815,819	18,966	(7,194,296)	50,640,489	17,955	(2,711,635)	47,946,809
TexSTAR	55,369,314	15,930	(1,467,491)	53,917,753	15,959	(1,580,173)	52,353,539	16,290	(16,829)	52,353,000
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	2,003,833	1,095,218	(1,350,000)	1,753,051	1,274,853	(1,395,000)	1,632,904	1,216,135	(1,310,000)	1,539,039
Lone Star	721,541	200	-	721,741	197	-	721,938	203	-	722,141
Special Revenue Funds										
Texpool	53,281	15	-	53,296	15	-	53,311	15	-	53,326
Student Activity Funds										
Texpool	45,911	13	-	45,924	13	-	45,937	13	-	45,950
Total Investment in Pools	363,065,524	5,069,227	(22,437,895)	345,696,856	9,876,248	(32,806,332)	322,766,772	2,797,831	(19,335,554)	306,229,049

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of June 2016 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF JUNE 2016 DISBURSEMENTS

IMPACT/RATIONALE:

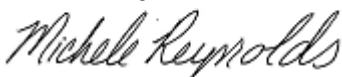
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of June total \$23,225,382 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,899,881
614	Employee Benefits	656,248
621	Professional Services	264,025
623	Education Services Center	32,474
624	Contracted Maintenance and Repair Services	623,259
625	Utilities	655,128
626	Rentals and Operating Leases	18,679
629	Miscellaneous Contracted Services	251,502
631	Supplies and Materials for Maintenance and Operations	257,299
632	Textbooks and Other Reading Materials	337,734
633	Testing Materials	33,837
634	Food Service	163,756
639	General Supplies and Materials	1,118,481
641	Travel and Subsistence -- Employee and Student	138,857
642	Insurance and Bonding Costs	269,484
649	Miscellaneous Operating Costs/Fees and Dues	98,023
659	Other Debt Services Fees	4,500
662	Building Purchase, Construction, and/or Improvements	1,844,831
663	Furniture & Equipment - \$5,000 or more per unit cost	689,563
129	Misc. Receivable/Alternative Certification Fees	7,000
131	Inventory Purchases	5,781
141	Pre-paid	849,449
217	Operating Transfers, Loans and Reimbursements	2,979
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,612
	Total	23,225,382

PROGRAM DESCRIPTION:

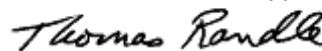
The report above represents all expenditures made during the month of June 2016. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF JUNE 30, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	136,493,777.00	137,040,671.00	546,894.00	100.4%
5800-STATE PROGRAM REVENUES	96,167,598.00	68,396,875.00	(27,770,723.00)	71.1%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,687,531.00	(57,469.00)	96.7%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
TOTAL- REVENUES	234,406,375.00	207,844,670.00	(26,561,705.00)	88.7%
EXPENDITURES				
6100-PAYROLL COSTS	196,088,990.00	155,187,666.00	40,901,324.00	79.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,631,654.00	14,322,853.00	7,308,801.00	66.2%
6300-SUPPLIES AND MATERIALS	14,105,162.00	7,566,466.00	6,538,696.00	53.6%
6400-OTHER OPERATING EXPENDITURES	4,391,532.00	3,139,881.00	1,251,651.00	71.5%
6600-CAPITAL OUTLAY	3,898,574.00	2,162,412.00	1,736,162.00	55.5%
TOTAL-EXPENDITURES	240,115,912.00	182,379,278.00	57,736,634.00	76.0%

Lamar CISD
Local Investment Pools
as of June 30, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,714,888.79	0.00	0.00	1,109.15	3,715,997.94
General Account	79,202,162.47	9,387,391.00	19,657,797.25	22,066.07	68,953,822.29
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,035,953.27	1,299,463.92	1,915,000.00	259.65	420,676.84
Workmen's Comp	503,087.09	33,333.33	70,000.00	144.79	466,565.21
Property Tax	13,912,983.50	1,354,696.82	0.00	4,429.64	15,272,109.96
Vending Contract Sponsor	476,201.06	0.00	0.00	142.19	476,343.25
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,610,204.17	0.00	0.00	480.75	1,610,684.92
Capital Projects Series 2005	227,727.65	0.00	0.00	67.96	227,795.61
Student Activity Funds	45,948.35	0.00	0.00	13.65	45,962.00
Taylor Ray Donation Account	5,088.01	0.00	0.00	1.50	5,089.51
Capital Projects Series 2007	209,479.62	0.00	0.00	62.52	209,542.14
Common Threads Donation	53,326.14	0.00	0.00	15.92	53,342.06
Debt Service Series 2008	8,909.91	0.00	0.00	2.70	8,912.61
Capital Projects 2012A	2,722,550.77	0.00	158,005.13	782.58	2,565,328.22
Debt Service 2012A	1,493,775.23	0.00	0.00	446.00	1,494,221.23
Debt Service 2012B	237,058.95	0.00	0.00	70.82	237,129.77
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,640,054.87	0.00	0.00	788.25	2,640,843.12
Debt Service 2014B	1,086,462.10	0.00	0.00	324.42	1,086,786.52
Debt Service 2013	200,783.70	0.00	0.00	59.98	200,843.68
Debt Service 2013A	485,533.38	0.00	0.00	144.93	485,678.31
Debt Service 2015	2,491,437.07	0.00	0.00	743.87	2,492,180.94
Capital Projects 2015	13,245,619.22	0.00	951,342.87	3,778.25	12,298,054.60
Debt Service 2016A	249,669.03	0.00	0.00	74.53	249,743.56
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,029.83	0.00	0.00	1.47	5,031.30
Workers' Comp	722,138.72	0.00	0.00	211.76	722,350.48
Property Tax Fund	32,216.79	0.00	0.00	9.45	32,226.24
General Fund	2,592,479.35	0.00	0.00	760.22	2,593,239.57
Food Service Fund	90,651.50	0.00	0.00	26.58	90,678.08
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	701.88	0.00	0.00	0.21	702.09
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	384.75	0.00	0.00	0.11	384.86
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.96	0.00	0.00	0.01	42.97
Capital Projects 2014A	820,813.96	0.00	0.00	240.70	821,054.66
Capital Projects 2014B	17.04	0.00	0.00	0.00	17.04
Capital Projects 2015	26,672,439.15	0.00	0.00	7,821.42	26,680,260.57
Debt Service Series 2015	1,888,400.35	0.00	0.00	553.75	1,888,954.10
MBIA Texas CLASS Fund					
General Account	15,402,910.89	0.00	0.00	7,987.35	15,410,898.24
Capital Project Series 1998	907.87	0.00	0.00	0.56	908.43
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	11,088,151.83	0.00	0.00	5,749.90	11,093,901.73
Capital Projects 2015	14,606,293.61	0.00	0.00	7,574.29	14,613,867.90
Debt Service 2015	945,504.21	0.00	0.00	490.30	945,994.51
TEXSTAR					
Capital Projects Series 2007	744.11	0.00	0.00	0.27	744.38
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,353,702.56	0.00	2,067.75	436.78	1,352,071.59
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,705.57	0.00	0.00	0.57	1,706.14
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,518.35	0.00	0.00	1.48	4,519.83
Capital Projects 2014A	139.55	0.00	0.00	0.01	139.56
Capital Projects 2014B	188,107.33	0.00	0.00	60.70	188,168.03
Debt Service 2015	3,305,111.87	0.00	0.00	1,066.90	3,306,178.77
Capital Projects 2015	50,810,295.39	0.00	0.00	16,401.66	50,826,697.05
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,007,126.51	0.00	0.00	363.73	1,007,490.24
Capital Projects Series 2008	141.04	0.00	0.00	0.05	141.09
Capital Projects Series 2012A	464,982.43	0.00	0.00	167.93	465,150.36
Capital Projects Series 2014A	9,512,644.38	0.00	1,174,879.00	3,326.48	8,341,091.86
Capital Projects Series 2014B	7,773,386.17	0.00	441,215.59	2,767.54	7,334,938.12
Debt Service 2015	1,889,450.95	0.00	0.00	682.39	1,890,133.34
Capital Projects 2015	29,188,528.78	0.00	2,157.38	10,541.56	29,196,912.96

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.36	\$36,010.12
LONE STAR ACCOUNT INTEREST	0.36	\$9,625.68
MBIA TEXAS CLASS ACCOUNT INTEREST	0.63	\$21,802.40
TEXSTAR ACCOUNT INTEREST	0.39	\$17,968.37
TEXAS TERM/DAILY ACCOUNT INTEREST	0.44	\$17,849.68
TOTAL CURRENT MONTH EARNINGS		\$103,256.25
EARNINGS 9-01-15 THRU 5-31-16		\$661,806.40
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$765,062.65

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bowie Elementary is requesting a budget change to purchase instructional materials.

199-13	Instructional Staff Development	(375.00)
199-11	Classroom Instruction	375.00

Frost Elementary is requesting a budget change to purchase instructional materials.

199-13	Instructional Staff Development	(200.00)
199-11	Classroom Instruction	200.00

Terry High School is requesting two budget changes

The first budget change is to purchase monitors for the classroom.

199-36	Cocurricular/Extracurricular Activities	(7,752.00)
199-11	Classroom Instruction	7,752.00

The second budget change is to pay extra duty for summer receptionist for front office.

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

Foster High School is requesting two budget changes.

The first budget change is to cover costs associated with Maintenance & Operations installing a light fixture on campus.

199-36	Cocurricular/Extracurricular Activities	(597.00)
199-51	Plant Maintenance & Operations	597.00

The second budget change is to purchase a digital analog receiver to improve security radio reception between Foster, Briscoe, and Wertheimer.

199-36	Cocurricular/Extracurricular Activities	(6,307.00)
199-81	Facilities Acquisition & Construction	6,307.00

Fulshear High School is requesting a budget change to pay for summer staff development for teachers and cheer camp.

199-23	School Leadership	(1,133.00)
199-13	Instructional Staff Development	865.00
199-36	Cocurricular/Extracurricular Activities	268.00

Secondary Education is requesting a budget change pay for administrative staff development.

199-21	Instructional Leadership	(1,161.00)
199-23	School Leadership	1,161.00

The Business Office and Technology Department are requesting a budget amendment to establish a budget for the purchase of Classlink, a technology solution that supports a single sign-on for staff and students across every platform, site, software, and service.

199-11	Classroom Instruction	106,000.00
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CONSIDER APPROVAL OF LAMAR CISD INVESTMENT POLICY

RECOMMENDATION:

That the Board of Trustees review and approve the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A).

IMPACT/RATIONALE:

Policies CDA (LEGAL) and CDA (LOCAL) follow for your review.

The Public Funds Investment Act requires that the investment policy and investment strategies of the District be reviewed annually. For compliance with the Act, the Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies. The written instrument so adopted shall record any changes made to either the investment policy or investment strategies. The attached resolution shall serve as that written instrument.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY OF Lamar Consolidated Independent School District

WHEREAS, Lamar Consolidated ISD, (the “District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to Independent School Districts; and

Whereas, the Board of Trustees has convened on this date at a meeting open to the public and wishes to review the Investment Policy for the District, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DISTRICT THAT:

Section 1: The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.

Section 2: The provisions of this resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of the Board of Trustees.

PASSED AND APPROVED this 21st day of July 2016.

James Steenbergen
President, Board of Trustees

ATTEST:

Kay Danziger
Secretary, Board of Trustees

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(LEGAL)

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules or regulations. *Gov't Code 2256.026*

WRITTEN POLICIES

Investments shall be made in accordance with written policies approved by the board. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which a district's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see LOSS OF REQUIRED RATING, below].

Gov't Code 2256.005(b)

ANNUAL REVIEW

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

ANNUAL AUDIT

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

INVESTMENT
STRATEGIES

As part of the investment policy, a board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe

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the investment objectives for the particular fund under the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the investment needs to be liquidated before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

INVESTMENT
OFFICER

A district shall designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

INVESTMENT
TRAINING
INITIAL

Within 12 months after taking office or assuming duties, the chief financial officer and the investment officer of a district shall attend at least one training session from an independent source approved either by the board or by a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

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ONGOING

The chief financial officer and the investment officer must also attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or a designated investment committee advising the investment officer. If a district has contracted with another investing entity to invest the district's funds, this training requirement may be satisfied by having a board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code 2256.008(a-1)-(b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

STANDARD OF
CARE

Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the following objectives in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, rather than the prudence of a single investment, over which the officer had responsibility.
2. Whether the investment decision was consistent with a board's written investment policy.

Gov't Code 2256.006

PERSONAL
INTEREST

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing

that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

QUARTERLY
REPORTS

Not less than quarterly, an investment officer shall prepare and submit to a board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented to a board and a superintendent, not less than quarterly, within a reasonable time after the end of the reporting period. The report must:

1. Contain a detailed description of the investment position of a district on the date of the report.
2. Be prepared jointly and signed by all district investment officers.
3. Contain a summary statement for each pooled fund group (i.e., each internally created fund in which one or more accounts are combined for investing purposes) that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested.

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5. State the maturity date of each separately invested asset that has a maturity date.
6. State the account or fund or pooled group fund in a district for which each individual investment was acquired.
7. State the compliance of the investment portfolio of a district as it relates to the district's investment strategy expressed in the district's investment policy and relevant provisions of Government Code, Chapter 2256.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

SELECTION OF
BROKER

A board or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

AUTHORIZED
INVESTMENTS

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. Investments may be made directly by a board or by a nonprofit corporation acting on behalf of the board or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of the two. *Gov't Code 2256.003(a)*

In the exercise of these powers, a board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by a board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The following investments are authorized for districts, although the board may specify in its investment policy that any such investment is not suitable, per Government Code 2256.005(j):

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; direct obligations of the

state of Texas or its agencies and instrumentalities; collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and bonds issued, assumed, or guaranteed by the state of Israel. *Gov't Code 2256.009(a)*

The following investments are not authorized:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates [but excluding those mortgage-backed securities described in Section 2256.009(b)] or secured in any other manner and amount provided by law for the deposits of the investing entity. *Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the district;
- b. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district entity.

Gov't Code 2256.010(b)

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

3. Fully collateralized "repurchase agreements" [as defined by Government Code 2256.011(b)] that have a defined termination date; are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities; require the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited with the district or a third party selected and approved by the district, and are placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas. The term of any reverse security repurchase agree-

ment may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. *Gov't Code 2256.011*

4. A securities lending program if:
 - a. The value of securities loaned is not less than 100 percent collateralized, including accrued income, and the loan allows for termination at any time;
 - b. The loan is secured by:
 - (1) Pledged securities described by Government Code 2256.009;
 - (2) Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - (3) Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
 - c. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
 - d. The loan is placed through a primary government securities dealer or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

5. Banker's acceptance, with a stated maturity of 270 days or fewer from the date of issuance that will be liquidated in full at maturity, which is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank meeting

the requirements of Government Code 2256.012(4). *Gov't Code 2256.012*

6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under United States law or the law of any state. *Gov't Code 2256.013*
7. No-load money market mutual funds that:
 - a. Are registered with and regulated by the Securities and Exchange Commission;
 - b. Provide a district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.);
 - c. Have a dollar-weighted average stated maturity of 90 days or fewer; and
 - d. Include in their investment objectives the maintenance of a stable net asset value of \$1 for each share.

However, investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c).

8. No-load mutual funds that:
 - a. Are registered with the Securities and Exchange Commission;
 - b. Have an average weighted maturity of less than two years;
 - c. Are invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act);
 - d. Are continuously rated by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - e. Conform to the requirements in Government Code 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Investments in no-load mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, a district may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds described in this item.

Gov't Code 2256.014

9. A guaranteed investment contract, as an investment vehicle for bond proceeds, if the guaranteed investment contract:
 - a. Has a defined termination date.
 - b. Is secured by obligations described by Government Code 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract.
 - c. Is pledged to a district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

- a. A board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds.
- b. A district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received.
- c. A district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received.
- d. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested.
- e. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Gov't Code 2256.015

10. A public funds investment pool meeting the requirements of Government Code 2256.016 and 2256.019, if a board authorizes the investment in the particular pool by resolution. *Gov't Code 2256.016, .019*
11. Corporate bonds: A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF] may purchase, sell, and invest its funds and funds under its control in "corporate bonds" (as defined in Government Code 2256.0204(a)) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased. *Gov't Code 2256.0204(b)-(c)*

The district is not authorized to:

- a. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
- b. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

Gov't Code 2256.0204(d)

The district may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

- a. Amends its investment policy to authorize corporate bonds as an eligible investment;
- b. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds, and liquidating the investment in corporate bonds; and
- c. Identifies the funds eligible to be invested in corporate bonds.

Gov't Code 2256.0204(e)

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

- a. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds

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on negative credit watch or the equivalent, if the corporate bonds are rated "AA" or the equivalent at the time the release is issued; or

- b. Changes the rating on the corporate bonds to a rating lower than "AA" or the equivalent.

Gov't Code 2256.0204(f)

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

CHANGE IN LAW

A district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

LOSS OF REQUIRED RATING

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

SELLERS OF INVESTMENTS

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with a district or to an investment management firm under contract with a district to invest or manage the district's investment portfolio. For purposes of this section, a business organization includes investment pools and an investment management firm under contract with a district to invest or manage the district's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the district's entire portfolio or requires an interpretation of subjective investment standards.

The investment officer may not acquire or otherwise obtain any authorized investment described in a district's investment policy from

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a person who has not delivered to the district the instrument described above.

Gov't Code 2256.005(k)-(l)

DONATIONS

A gift, devise, or bequest made to provide college scholarships for district graduates may be invested by a board as provided in Property Code 117.004, unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of Government Code Chapter 2256, Subchapter A. *Gov't Code 2256.004(b)*

ELECTRONIC FUNDS
TRANSFER

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

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POLICY	It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.
INVESTMENT AUTHORITY	The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.
SCOPE	This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:
GENERAL FUND	The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.
SPECIAL REVENUE FUNDS	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
DEBT SERVICE FUNDS	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
CAPITAL PROJECTS FUNDS	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
INTERNAL SERVICE FUNDS	Internal service funds are proprietary funds accounted for on the accrual basis.
TRUST AND AGENCY FUNDS	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, nonexpendable trust funds, pension trust funds and agency funds.
TEXAS TEACHER RETIREMENT FUND	The Texas Teacher Retirement Fund shall not be covered by this policy. All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to partici-

pate in the Teacher Retirement System of Texas, a multiple-employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

SAFETY

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - (1) Limiting investments to the types of securities listed in this investment policy;
 - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
 - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

LIQUIDITY

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or

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local government investment pools that offer same-day liquidity for short-term funds.

YIELD

3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - a. A security with declining credit may be sold early to minimize loss of principal.
 - b. A security swap would improve the quality, yield, or target duration in the portfolio.
 - c. Liquidity needs of the portfolio require that the security be sold.

FUND STRATEGIES

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and agency funds-including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a ladder or liability-matching portfolio structure.

PRUDENCE

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration

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as to the prudence of a single investment and, whether the investment decision was consistent with the District's investment policy and written investment procedures.

ETHICS AND
CONFLICTS OF
INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

AUTHORIZED
INVESTMENTS

From those investments authorized by law and described in CDA(LEGAL), the Board shall permit investment of District funds in the following investment types only, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation

(FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

Gov't Code 2256.010(b)

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*
5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1–4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. Investments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). *Gov't Code 2256.014.*
6. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*

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CDA
(LOCAL)

7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015.*

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

AUTHORIZED
BROKERS / DEALERS

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit-worthiness who are authorized to provide investment services in the state of Texas. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the investment officers with the following:

1. Audited financial statements
2. Proof of Financial Industry Regulatory Authority (FINRA) certification
3. Trading resolution
4. Proof of registration in the state of Texas
5. Completed broker/dealer questionnaire
6. Certification of having read the District's investment policy

This information will be reviewed by the investment officers and a recommendation for addition to the list of approved bidders will be submitted to the investment committee for approval.

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

MONITORING MARKET
PRICES

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments,

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(LOCAL)

commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

MONITORING RATING
CHANGES

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

SELECTION OF
DEPOSITORY

The Board shall select and designate a depository institution in accordance with CDA(LEGAL) and (LOCAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

COMPETITIVE
BIDDING

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

COLLATERAL

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

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(LOCAL)

1. FDIC insurance coverage; and/or
2. 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.
3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.
4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

SAFEKEEPING AND
CUSTODY

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

DIVERSIFICATION

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)

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(LOCAL)

U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)

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Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

MAXIMUM MATURITY

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

BENCHMARK

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

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INTERNAL CONTROL	The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.
INVESTMENT COMMITTEE	The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.
QUALITY OF INVESTMENT MANAGEMENT	Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.
INVESTMENT TRAINING	<p>Within 12 months after taking office or assuming duties, the chief financial officer and the investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. <i>Gov't Code 2256.008(a)</i></p> <p>The chief financial officer and the investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. <i>Gov't Code 2256.008(a), (b)</i></p> <p>Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. <i>Gov't Code 2256.008(c)</i></p>

REPORTING

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;
4. Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

ANNUAL
COMPLIANCE
AUDIT

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

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(LOCAL)

INVESTMENT POLICY
APPROVAL

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.

**CONSIDER APPROVAL OF AMENDMENT TO CONTRACT
FOR SCHOOL RESOURCE OFFICERS**

RECOMMENDATION:

That the Board of Trustees consider approval of Amendment 5 to add one additional officer and renew the contract with the City of Rosenberg Police Department for school resource officers to service the Lamar CISD schools for the 2016-2017 school year, and authorize the Superintendent to finalize such contract.

IMPACT/RATIONALE:

RFP #03-2012 requested a proposal for uniformed school resource officer services. These officers are utilized at the districts' secondary and elementary campuses as requested. The proposal requested nine (9) designated officers for Lamar CISD, and the District reimburses the City of Rosenberg Police Department for the officers' salaries, benefits and other administrative costs. The agreement was amended pursuant to Amendment 1 to allow for ten (10) designated officers and by Amendment 2 to include an additional officer (11) and Secure Courier Services. No changes have been made in Amendments 3 and 4, other than to renew the agreement.

The agreement will automatically renew, effective 09/01/2016, and shall expire on 08/31/2017. This is the final extension of the agreement.

If at any time during the term of this agreement, Lamar CISD determines that the City of Rosenberg Police Department's performance under this agreement is unsatisfactory, Lamar CISD shall notify the City of Rosenberg Police Department in writing. The notice from Lamar CISD shall specify the particular deficiencies that Lamar CISD has observed in the City of Rosenberg Police Department's performance. The City of Rosenberg Police Department shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of the 60 day remedial period, Lamar CISD remains unsatisfied with the City of Rosenberg Police Department's performance, Lamar CISD may terminate this agreement effective upon the expiration of thirty (30) days following the date of written notice to the City of Rosenberg Police Department of such termination.

PROGRAM DESCRIPTION:

The City of Rosenberg Police Department will provide twelve (12) school resource officers (SRO), including ranking supervisory officer(s), and twelve (12) civilian school crossing guards. Additional services that will be provided to Lamar CISD include extra-curricular activities, traffic management, courier services for bank deposits and planning for special events.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**AMENDMENT 5 TO:
SECURITY SERVICES CONTRACT
BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
&
CITY OF ROSENBERG, TEXAS**

THIS AMENDMENT is made and entered into by and between the Lamar Consolidated Independent School District, hereinafter referred to as "LCISD," and the City of Rosenberg, Texas, hereinafter referred to as "Rosenberg," and in this regard, the parties hereto mutually agree to the terms outlined below.

WITNESSETH

WHEREAS, LCISD finds that the continued presence of police officers on LCISD property and/or campuses is beneficial and desirable; and

NOW, THEREFORE, for and in consideration of these premises, LCISD and Rosenberg do hereby stipulate and agree to the following changes in terms:

1. LCISD and Rosenberg mutually agree that the terms and provisions of the original agreement executed by a representative of Lamar Consolidated Independent School District on the 22nd day of March 2012, along with Amendments 1, 2, and 5 that add three officers (for a total of 12 officers) and Secure Courier Services, renew automatically for a term of one year ending on August 31, 2017.

WITNESS OUR HANDS:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Thomas Randle, Superintendent

Attest: _____
Secretary

CITY OF ROSENBERG

By: _____
Cynthia A. McConathy, Mayor

Attest: _____
Secretary

**DISCUSSION AND ACTION ON RESOLUTION AUTHORIZING THE REAPPRAISAL
OF FLOOD/DISASTER AREA PROPERTY WITHIN LAMAR CISD**

During the Spring of 2016, severe flooding damaged properties located in certain areas deemed by the Governor of Texas as Disaster Areas. This declaration included many properties within Lamar CISD. Texas Tax Code Section 23.02 includes certain provisions regarding the reappraisal of property for property tax purposes.

Pursuant to the Texas Tax Code, a taxing entity may, with the assistance of the Fort Bend Central Appraisal District, reappraise property for tax purposes. The taxing entity will be responsible for reimbursing the appraisal district for all costs associated with the reappraisal and for making the appropriate proration to taxes on the properties for the year in which the disaster occurred.

Property taxes due for the year of reappraisal (2016) will be prorated using a weighted average formula using the January 1, 2016 appraised value up to and including June 1, 2016 and the new appraised value subsequent to June 1st. A weighting factor of 41.644% will be used for the 152-day period up to and including June 1st, and a weighting factor of 58.356% will be applied to the new appraised value for the remaining 213 days of 2016. The formula is described in the Resolution and (per the Texas Tax Code) requires the use of a 365-day year. For a property originally valued at \$185,000, a taxpayer could reasonably see a reduction in value of \$56,129, which would be weighted at 58.356%, resulting in a reduction for tax purposes of \$32,755. The tax rate, currently at \$1.39005/\$100, would be applied to calculate a tax reduction of about \$455 for 2016.

The potential number of tax accounts impacted could exceed 7,200. The loss in taxable value is expected to be roughly \$299 million, generating a reduction in tax levy of \$4.157 million. The impact to the District's General Fund would be approximately \$3.110 million in property taxes and an estimated additional \$150,000 in state funding. The impact to the Debt Service Fund would be \$1.047 million, which could lead to an increase of almost a penny/\$100 to the Interest and Sinking Fund tax rate. This rate increase would be borne by all taxpayers.

As for the process, the Fort Bend Central Appraisal District will send letters to the impacted taxpayers outlining the documentation required for reappraisal. That documentation, along with that of a third party consultant, will determine the actual adjustment, if any, to a property. Adjustments will be made through the supplemental roll process after 2016 values are certified.

The reduction in values through the reappraisal process should rebound through the normal course of annual property appraisals. Some properties will begin to increase to their original value quickly, whereas others may take years to rebound.

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

RESOLUTION AUTHORIZING THE REAPPRAISAL OF PROPERTY

WITHIN LAMAR CISD

WHEREAS, on the 18th day of April, 2016, the Honorable Greg Abbott, Governor of the State of Texas issued a disaster declaration certifying that the severe weather and flooding event that began on April 17, 2016 caused a disaster in many Texas counties; and

WHEREAS, on April 22, 2016, Governor Abbott, due to continuation and spread of existing conditions, amended the aforementioned proclamation and added sixteen counties, including Fort Bend; and

WHEREAS, on June 1, 2016, Governor Abbott issued a separate disaster declaration certifying that the severe weather and flooding event that began on May 26, 2016, caused a disaster in many Texas counties, including Fort Bend due the Brazos River flooding; and

WHEREAS, Section 23.02, Texas Tax Code provides that “the governing body of a taxing entity that is located partly or entirely inside an area declared to be a disaster area by the governor may authorize reappraisal of all property damaged in the disaster at its market value immediately after the disaster”; and

WHEREAS, Section 23.02, Texas Tax Code further provides that a taxing unit that authorizes such a reappraisal must reimburse the appraisal district for all the costs of making the reappraisal and that such costs may be shared by each taxing unit providing for reappraisal in the same territory; and

WHEREAS, Section 23.02, Texas Tax Code provides that if property damaged in the disaster is reappraised, the governing body shall provide for prorating the taxes on the property for the year in which the disaster occurred; and

WHEREAS, certain properties in Fort Bend County sustained damage from either and/or both the April and May 2016 severe weather and flooding events; and

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LAMAR CISD:

Section 1. That the findings and recitations in the preamble to this resolution are found to be true and correct and the orders stated in the preamble to this resolution are hereby ordered.

Section 2. The Board of Trustees of the Lamar CISD does hereby authorize the Fort Bend Central Appraisal District to reappraise all property located within Fort Bend County that was damaged by the April and May 2016 severe weather and flooding events.

Section 3. The Board of Trustees does hereby authorize the payment to the Fort Bend Central Appraisal District of the costs of making the reappraisal and that Fort Bend County will share such costs with each other taxing entity that authorizes reappraisal of property in the same territory as provided by Section 23.02 (c), Texas Tax Code.

Section 4. The Board of Trustees does hereby provide for prorating of the taxes on such damaged and reappraised property for tax year 2016, as follows: taxes due on the property are determined as follows: the taxes on the property based on its value on January, 2016 are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days before the date the disaster occurred; the taxes on the property based on its reappraised value are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days, including the date the disaster occurred, remaining in 2016; and the total of the two amounts is the amount of taxes on the property for tax year 2016.

Section 5. Effective Date. This Resolution shall be effective from and after its approval and adoption.

PASSED AND APPROVED on this the ___ day of July, 2016. Executed this ___ day of ___ July, 2016.

LAMAR CISD

By: _____

James Steenbergen, Board President

ATTEST:

Kay Danziger, Board Secretary

**10.B.#7. – PLANNING
BOARD REPORT
JULY 21, 2016**

CONSIDER APPROVAL OF CAFETERIA MEAL PRICE INCREASES FOR 2016-2017

RECOMMENDATION:

That the Board of Trustees approve increasing meal prices for the 2016-2017 school year.

IMPACT/RATIONALE:

Meal Prices:

Student meal prices were last adjusted in 2015-16. In compliance with the “Equity in School Lunch Pricing” Provision of the Healthy, Hunger-Free Act of 2010, pricing must be gradually increased in order to reduce the difference between reimbursements for free lunches and paid lunches.

PROGRAM DESCRIPTION:

The following table includes historic meal prices. The proposed price changes have been highlighted.

Lamar CISD	Lunch					Breakfast				
	PK-5	6-8	9-12	Adult	Visitor	PK-5	6-8	9-12	Adult	Visitor
1989-90	\$ 1.40	\$ 1.40	\$ 1.50	\$ 1.85	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.10	\$ 1.10
2005-06	\$ 1.40	\$ 1.50	\$ 1.50	\$ 2.00	\$ 2.10	\$ 0.90	\$ 0.90	\$ 0.90	\$ 1.20	\$ 1.20
2008-09	\$ 1.55	\$ 1.65	\$ 1.75	\$ 2.25	\$ 2.25	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.20	\$ 1.20
2011-12	\$ 1.70	\$ 1.70	\$ 1.80	\$ 2.35	\$ 2.35	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2013-14	\$ 1.80	\$ 1.80	\$ 1.90	\$ 2.75	\$ 3.00	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.40	\$ 1.40
2014-15	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2015-16	\$ 1.95	\$ 2.05	\$ 2.15	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40
2016-17	\$ 2.00	\$ 2.10	\$ 2.20	\$ 2.75	\$ 3.00	\$ 1.15	\$ 1.20	\$ 1.25	\$ 1.40	\$ 1.40

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Matt Antignolo, Director of Food Service

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH REGION 20
EDUCATION SERVICE CENTER FOR THE TEXAS 20
PURCHASING COOPERATIVE**

RECOMMENDATION:

That the Board of Trustees consider approval of an Interlocal Agreement with Region 20 Education Service Center (ESC 20) for the TEXAS 20 Purchasing Cooperative and authorize the Board President to execute the agreement and the Superintendent to execute the participation commitment.

IMPACT/RATIONALE:

This agreement provides access to food service vendors on the TEXAS 20 Purchasing Cooperative. This cooperative, based in the Region 20 Education Service Center, will allow the District access to Pepsi Cola who currently provides service to our concession stands across the District. All vendors are procured using EDGAR compliant solicitations. This Interlocal agreement will allow the District to be procurement compliant when purchasing these resources using federal funds as well as local budgeted funds.

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

PROGRAM DESCRIPTION:

This agreement shall be effective as of July 21, 2016 and will automatically renew unless either party gives 60 days prior written notice of non-renewal.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: Lamar CISD

County/District Number: 079901

General Provisions

This Interlocal Agreement is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Inter-local Cooperation Act, Chapter 791, Texas Government Code*. Agreement between TEXAS 20 Purchasing Cooperative and members choosing to participate in processing of USDA Foods and/or Commercial Purchasing:

TEXAS 20 Purchasing Cooperative and member agree on building an effective advisory group that can provide support to the TEXAS 20 Purchasing Cooperative team. Education Service Center Region 20, TEXAS 20 Purchasing Cooperative is a non-profit agency.

TEXAS 20 Purchasing Cooperative member agrees to comply with all requirements for receiving, handling, distributing, transporting, storing, and/or using USDA Processed Foods as provided in the TDA policy handbooks, and USDA regulations and instructions, including requirements relating to dry, chilled and frozen product received directly from USDA/TDA approved and TEXAS 20 Purchasing Cooperative awarded processors.

TEXAS 20 Purchasing Cooperative member agrees to effectively manage entitlement dedicated in TDA’s electronic system to Commodity Processing and coordinate with the Co-op Coordinator the use of commodity processing balances on a timely basis.

TEXAS 20 Purchasing Cooperative member agrees on a regular basis, to track and manage USDA Foods processing inventory balances in processor’s tracking system (e.g., K12, ProcessorLink, etc.); verify for accuracy end products sold through a distributor, including commodity value discounts and pounds used; verify processing option(s); delivery destination; and assigned distributor.

TEXAS 20 Purchasing Cooperative member agrees to verify receipt of end products delivered by the state contracted warehouse, awarded vendors, distributors and manufacturers, back door deliveries or directly to the direct to district warehouse to ensure:

1. End products received match delivery order form
2. End products received match bill of lading prior to signing delivery invoice
3. Damaged cases are not accepted; note damages on the bill of lading and return to driver
4. Report to processing co-op coordinator any issues and/or concerns with USDA Food processing and commercial purchasing products and services. TDA will be notified if applicable.

TEXAS 20 Purchasing Cooperative member agrees to communicate with the Co-op coordinator and USDA approved commodity processor regarding commodity pound transfers, within the co-op, to the same awarded processor. Members must provide justification when requesting to transfer pounds to a different processor through TEXAS 20 Purchasing Cooperative for evaluation to determine if notification meets requirement for TDA approval or denial.

TEXAS 20 Purchasing Cooperative member agrees to utilize processing pounds in a timely manner and comply with federal regulations to not exceed a six-month inventory supply.

TEXAS 20 Purchasing Cooperative and member ensure all initiated request for proposals follow the State and Federal procurement regulations and requirements, which include commodity processing and commercial purchasing.



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: Lamar CISD

County/District Number: 079901

TEXAS 20 Purchasing Cooperative will provide members with procurement timeline schedule. Member agrees to meet all TEXAS 20 Purchasing Cooperative deadlines.

TEXAS 20 Purchasing Cooperative maintains procurement information, files and records for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines. TEXAS 20 Purchasing Cooperative website provides a source of communication and resources for members. TEXAS 20 Cooperative team provides technical assistance to maximize resources.

TEXAS 20 Purchasing Cooperative member agrees to provide TEXAS 20 Co-op team the description of items and accurate quantity projections to ensure solicitation integrity; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will conduct ongoing analysis of velocity reports comparing the estimated quantity provided to the distributor/vendor/manufacture to the actual quantity of product purchased; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative shall send request for proposal invitations to all approved USDA/TDA processors. Those processors submitting the RFP by opening deadline and having completed the processing agreements with TDA will be considered. The Co-op Coordinator will negotiate pricing to designate award/non-award processors.

TEXAS 20 Purchasing Cooperative shall enter awarded processing request into TDA’s electronic system (e.g. TX-UNPS, etc.) by required TDA deadline. When ordering for a new school year, TEXAS 20 Co-op member will project June carryover balance to avoid ordering excess pounds for the school year.

TEXAS 20 Purchasing Cooperative member- Direct Ship Schools only: Update TDA’s electronic system (e.g. TX-UNPS, etc.) with receipt information for end products delivered directly by awarded processors. (TDA designates the Direct Ship Schools that meet required guidelines.)

TEXAS 20 Purchasing Cooperative member agrees to submit in writing the request approval to use the Direct to District option. Schools that wish to receive end product deliveries by-passing their assigned commodity warehouse and/or their assigned distributor utilizing NOI, must obtain approval, known as “Direct to District”. The Direct to District option is approved by a co-op coordinator, not the State. The co-op coordinator will verify that a requesting school can meet minimum case drop loads from a processor and have a designated receiving area authorized to properly accept deliveries. If the co-op coordinator approves this option, then they, along with the school, accept the responsibility in verifying deliveries, reconciling drawdowns, resolving issues with shorts, overages, and damages, and any other issues that may arise directly with the processor. Direct to District deliveries do not require Inbound Shipments to be created into TDA’s electronic system (e.g. TX-UNPS, etc.).

TEXAS 20 Purchasing Cooperative member is expected to honor all contracts and is obligated to purchase the products and or services listed on the contract from the awarded contractor. The member cannot buy these items from another vendor unless the quantity described in the contract has been exhausted, or the contract has been legally terminated. When the quantity is exhausted or the contract has



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: Lamar CISD

County/District Number: 079901

been legally terminated, the member must correctly procure the products and/or services through a new solicitation. Timely payments must be made to vendors who receive proposal awards.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School District or Public Entity

Education Service Center, Region 20

By _____

James Steenbergen

By _____

Authorized Signature

Board President _____

Title

Executive Director _____

Title

July 21, 2016 _____

Date

Date

Michele Leach _____

Contact Person

832-223-0165 _____

Telephone

Purchasing & Materials Manager _____

Title of Contact Person

mleach@lcisd.org _____

Email Address

4907 Avenue I _____

Street Address

Rosenberg, TX 77471 _____

City, State

ZIP



TEXAS 20 PURCHASING COOPERATIVE

Education Service Center- Region 20 Participation Commitment for 2016-2017

Organization: Lamar CISD

County/District Number: 079901

Education Service Center, Region 20 (Center) and the above named organization enter into the following cooperative service agreement for the 2016-2017 school year:

The Center will:

- Provide a resolution to be approved by the District's board for ESC -20 to act on its behalf in soliciting proposals
- Revise specifications each year
- Provide members with procurement timeline schedule
- Prepare and combine quantity request forms received from members for each proposal
- Request pricing for food service related items meeting the specified quantity
- Conduct Award Meetings
- Abide by all bid laws
- Enter proposals for tabulation and evaluation
- Assist in sampling required bid items following award meeting
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals
- Provide order guides with awarded items
- Provide technical assistance to coop members
- Provide customized trainings
- Coordinate Fall cluster meetings
- Provide technical assistance with USDA Commodity Processing pre-order requests
- Develop an advisory group among cooperative members
- Maintain current website
- Host annual Food, Products and Services showcase
- Includes membership for the participation in PACE Purchasing Cooperative

The Member will:

- Ensure an approved resolution to participate in Cooperative is on file with ESC-20
- Designate a district employee to serve as a liaison with ESC-20 for each of the selected options below
- Provide release time for meetings, proposal openings, and testing assistance as needed
- When requested and agreed, provide work space and additional employees to assist with testing
- Identify delivery location within organization on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide ESC-20 with evaluation forms regarding vendor and product concerns
- Purchase awarded items for current school year
- Utilize the TEXAS 20 website for the most current information
- Evaluate purchased velocity of items and commit to quantities for upcoming bid term
- Follow TDA/USDA procurement regulations and practice ongoing Contract Management
- Attend two meetings annually if selected to participate in the Advisor Group

Contract Service Fees: The TEXAS 20 Purchasing Cooperative is a totally self-funded entity. To provide this revenue, a fee of .85% purchase is charged through a Vendor Participation Fee. This fee is collected directly from the awarded vendors. Members, even incurring the fee indirectly, pay no fee directly to the Cooperative for participation.



TEXAS 20 PURCHASING COOPERATIVE

Education Service Center- Region 20 Participation Commitment for 2016-2017

Organization: Lamar CISD County/District Number: 079901

Participation Options

Please check area(s) of desired participation

COMMODITY PROCESSING: TEXAS 20 supports eligible members in utilizing their USDA entitlement dollars for commodity processing. Members must be participating in the School Nutrition Programs (SNP). The Cooperative will solicit proposals, coordinate and facilitate the distribution of USDA commodity food products that are allocated to each entity. Delivery of commodity processed product is for the 2017-2018 bid term.

COMMERCIAL FOOD SERVICE PURCHASING: The Cooperative will solicit proposals, coordinate and facilitate the award of food service items and the distribution of these items. Delivery of commercial product is for the 2016-2017 bid term. Also included is participation in PACE Purchasing Cooperative and its associated solicitations.

Authorized Signature: _____
Dr. Thomas Randle, Superintendent
Organization Contact: Michele Leach
E-Mail: mleach@lcisd.org
Phone: 832-223-0165

ESC-20 Contact Person:
Sharon Jonas
E-mail: sharon.jonas@esc20.net
Fax: (210) 503-6243
Phone: (210) 370-5207

Please return by June 13, 2016 to: ESC-20 Business Office
1314 Hines Avenue
San Antonio, TX 78208-1899

Maintain a copy for district file.

--For ESC-20 Use Only--

Revenue Codes: *Commodity Processing 199-00-5729-01-493-600*
Food Purchasing 199-00-5729-00-493-600

Distribution: *Business Office* **Division:** *Business & Human Resources*

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:

Campbell Elementary PTO donated \$6,000 to purchase literacy library and take home readers and \$500 per grade level at Campbell Elementary School.

Frost Elementary PTO donated \$26,082.62 to purchase a shade structure and reading, writing and math materials at Frost Elementary School.

George Ranch High School Athletic Booster Club donated \$5,000 to purchase a 2015 football state championship monument to be placed in front of the field house at George Ranch High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:


That the Board of Trustees approve second reading of the following policies:

- Localized Policy Manual Update 104
- DNA (LOCAL) Performance Appraisal – Evaluation of Teachers
- DNB (LOCAL) Performance Appraisal – Evaluation of other professional employees

PROGRAM DESCRIPTION:

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**DISCUSSION OF WINE AND BEER PERMIT AT CONVENIENCE STORE
NEAR SCHOOL DISTRICT PROPERTY**

Circle K Stores Inc. is filing for a wine and beer retailer's off-premise permit/license for a proposed convenience store to be located at the southwest corner of Avenue I and Reading Road, Rosenberg, TX.

According to the Texas Education Code, "the board of trustees of a school district shall attempt to provide a safe alcohol-free environment to students coming to or going from school. The board of trustees may cooperate with local law enforcement officials and the Texas Alcoholic Beverage Commission in attempting to provide this environment and in enforcing Sections 101.75, 109.33, and 109.59, Alcoholic Beverage Code. Additionally, the board, if a majority of the area of a district is located in a municipality with a population of 900,000 or more, may petition the commissioners court of the county in which the district is located or the governing board of an incorporated city or town in which the district is located to adopt a 1,000-foot zone under Section 109.33, Alcoholic Beverage Code."

Resource Person: Dr. Thomas Randle, Superintendent

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

DAVID RUSK
DIRECT DIAL: (713) 217-2891
EMAIL: david.rusk@tklaw.com

THREE ALLEN CENTER
333 CLAY STREET • SUITE 3300
HOUSTON, TEXAS 77002
713.654.8111
FAX 713.654.1871
www.tklaw.com

AUSTIN
DALLAS
FORT WORTH
HOUSTON
LOS ANGELES
NEW YORK
ALGIERS
LONDON
MÉXICO CITY
MONTERREY
PARIS

June 15, 2016

VIA ELECTRONIC MAIL

Lamar Consolidated Independent School District
Board of Trustees
c/o Dr. Thomas Randle (terandle@lcisd.org)

Re: Beer and Wine Permitting Exception

Ladies and Gentlemen,

As you may know, Circle K Stores Inc. ("Circle K") has entered into a contract to purchase certain real property located at the southwest corner of Avenue I and Reading Road, Rosenberg, Texas (the "Property"). Circle K intends to construct and operate a convenience store and gas station on the Property. An artist rendering of a prototypical Circle K store is enclosed. It has come to our attention that the Property is located within 300 feet of certain portions of Lamar Jr. High School and/or Lamar Consolidated High School. Pursuant to Section 3-2 of the Rosenberg Code of Ordinances, Circle K is prohibited from selling beer and wine upon the Property without the consent of Lamar Consolidated Independent School District ("Lamar CISD"). Circle K hereby requests Lamar CISD's written consent to Circle K's (a) obtaining a wine and beer retailer's off-premise permit and (b) sale of beer and wine for off-premise consumption upon the Property. Please contact the undersigned if you have any questions.

Sincerely,



David Rusk

cc:

Tim Peters (via electronic mail: tpeters2@circlek.com)
Peter Licata (via electronic mail: plicata@circlek.com)
Ted Benn (via electronic mail: ted.benn@tklaw.com)



CIRCLE K PERSPECTIVE

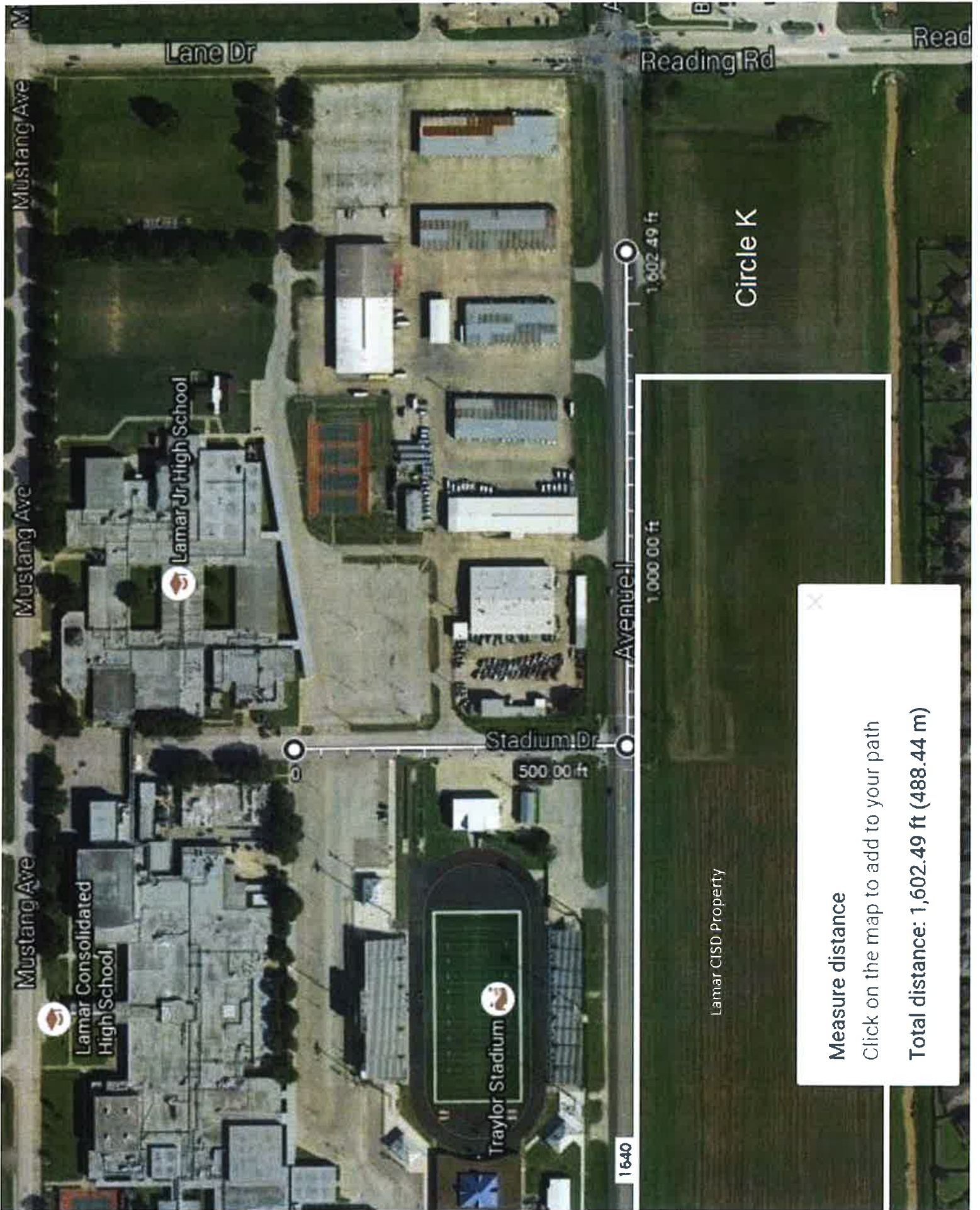
SCALE: AS NOTED

S. CIRCLE DR. & MONTEREY DR.
 COLORADO SPRINGS, CO
 20150487

CIRCLE K STORES, INC.
 6900 Greenwood Plaza Blvd.
 Building 2, Suite 102
 Greenwood Village, CO 80111
 T: (720) 468-6072 F: (720) 468-3626



GreenbergFarrow
 1430 W. Peachtree St., Suite 200
 Atlanta, GA 30309
 T: 404 601 4000 F: 404 601 3960



Measure distance

Click on the map to add to your path

Total distance: 1,602.49 ft (488.44 m)

**DISCUSSION OF WINE AND BEER PERMIT AT BALLROOM
NEAR SCHOOL DISTRICT PROPERTY**

The Dan The Man (DTM) Foundation is filing for a wine and beer retailer's off-premise permit/license for a proposed ballroom called The Stardust Event Center and Ballroom to be located off of Herndon Drive, Rosenberg, TX.

According to the Texas Education Code, "the board of trustees of a school district shall attempt to provide a safe alcohol-free environment to students coming to or going from school. The board of trustees may cooperate with local law enforcement officials and the Texas Alcoholic Beverage Commission in attempting to provide this environment and in enforcing Sections 101.75, 109.33, and 109.59, Alcoholic Beverage Code. Additionally, the board, if a majority of the area of a district is located in a municipality with a population of 900,000 or more, may petition the commissioners court of the county in which the district is located or the governing board of an incorporated city or town in which the district is located to adopt a 1,000-foot zone under Section 109.33, Alcoholic Beverage Code."

Resource Person: Dr. Thomas Randle, Superintendent



DTM

Foundation

June 9,2016

To Dr. Thomas Randle:

In the past 6 years we have operated The Dan The Man (DTM) Foundation as a 501©(3) non-profit organization set up for the sole purpose of educating local L.C.I.S.D students in the Arts and Education through i.e. band, choir, debate, and journalism.

The DTM Foundation was founded in 2008 in memory of Daniel "Dan the Man" Segura, a local broadcaster with KQQK and KFRD radio stations and a graduate of Lamar High School. The foundation is managed by Robert Segura, who serves as President and Coordinator of the Foundation. All funds raised the last 6 years have been used to provide scholarships to qualifying local seniors pursuing college. All applicants are reviewed and voted on by the Board of the DTM Foundation. The DTM Foundation believes providing scholarship opportunities to our local seniors will encourage them to discover and develop their own creative and cultural values.

The Dan the Man Foundation is funded by donations from individuals and various fundraisers held throughout the year. The annual BBQ Cook-off held every June is one of our most successful fundraisers. Over the past 6 years the DTM Foundation has held several Toy Drives and Cook-Offs to raise money for local graduates from LCISD. Below is a list of events and scholarship winners. We would like to thank Mrs. Janet Buffamante, Counselor at Lamar High School for the past 6 years in helping the DTM Foundation secure scholarship applications from all LCISD High Schools.

- 2010 – DTM Cook off and Concert
- 2011 – DTM Cook Off and Concert- Scholarship awarded: Desirae Castro (B.F. Terry)
- 2012 - DTM Cook Off and Concert - Scholarship awarded: Annalisa Flores (B.F Terry)
- 2012 – Toy Drive (Dec) – All monetary donations and toys given to Our Lady of Guadalupe Church
- 2013 - DTM Cook Off and Concert - Scholarship awarded: Edgar Morales (Lamar HS)
- 2013 - Toy Drive (Dec) – All monetary donations and toys given to Our Lady of Guadalupe Church

- 2014 - DTM Cook Off and Concert - Scholarship awarded: Aliyah Vega (Lamar HS) Scholarship awarded: Jacob Castro (B.F. Terry)
- 2014 - Toy Drive (Dec) – All monetary donations and toys given to Our Lady of Guadalupe Church

- 2015 – DTM Cook Off and Concert - Scholarship awarded: Arnold Alaniz (George Ranch HS)
- 2015 - Toy Drive (Dec) – All monetary donations and toys given to The Lord's Kitchen

We would love to be able to host events such as the ones listed above for our community in a space that is more accessible and accommodating to the community's needs. We would like to host a Thanksgiving meal to all those that cannot afford a meal or have nowhere to eat for the holiday that so many of us are blessed to celebrate with our families.

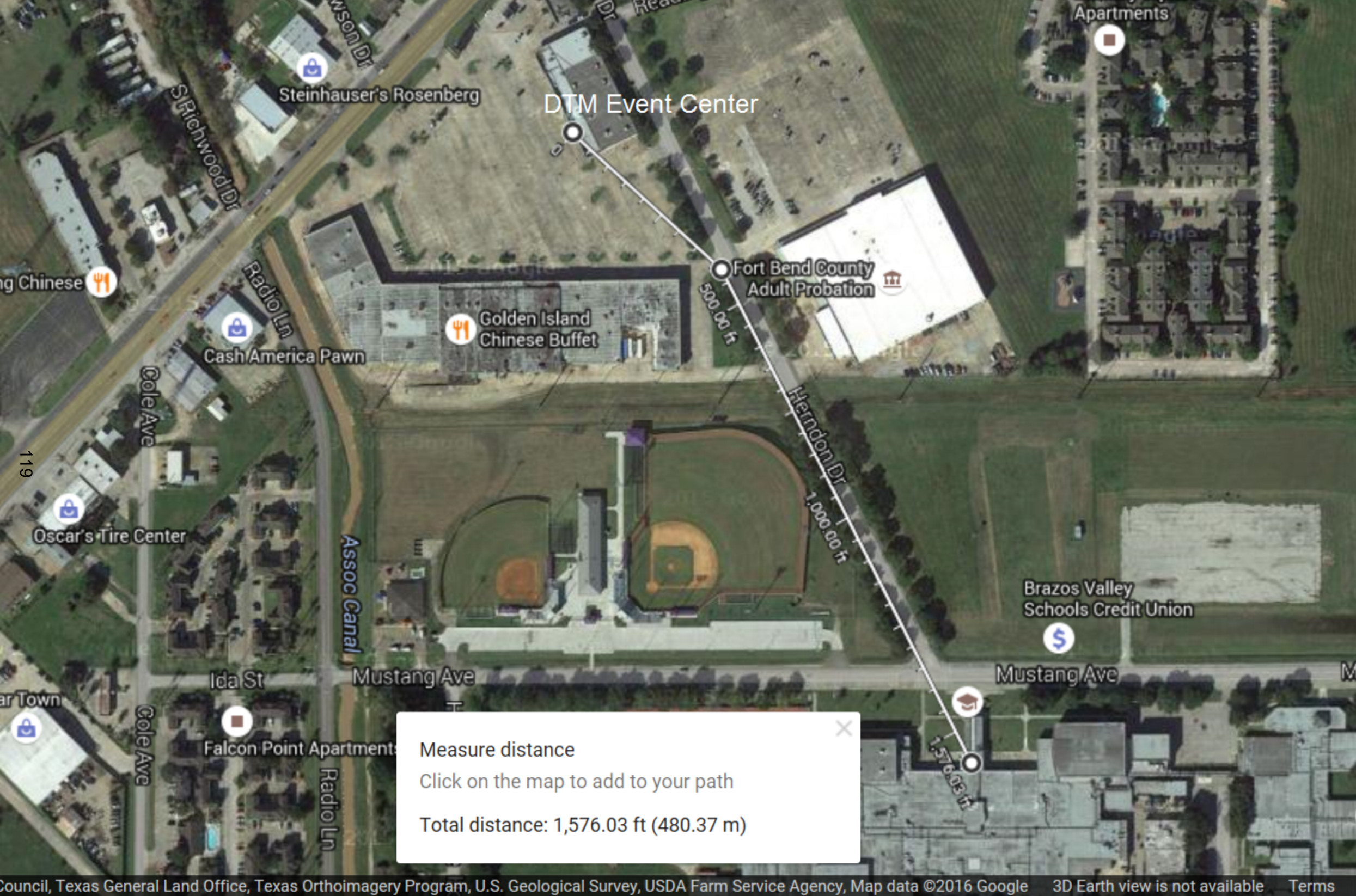
The Stardust Event Center and Ballroom is willing to underwrite LCISD an event(s) to show our appreciation. Keeping our families closer to home for school events makes them more accessible to working parents and family members. The Stardust Event Center and Ballroom will not be a distraction to the baseball field located at the south end of the parking lot and will not be accessible to students at any time unless they are attending an underwritten function that has been pre-scheduled. At that time no alcohol will be available to anyone in attendance. We would serve beer and wine only at special events that request it, and only on weekends and after school hours. **We are NOT operating as a bar or a club.** The Stardust Event Center and Ballroom **will not** be available to **any minors** during daytime school hours, and only privately booked parties will be held during the week. Security will be mandated when alcohol is being served at all public events so as to keep all minors from being served and also to ensure no one is being overserved or acting belligerently. Our goal is to have an upscale establishment that is aesthetically pleasing to the people of Rosenberg/Richmond and also helpful to our school district. The DTM Foundation would like to hold an event quarterly and donate the proceeds to the sponsorship of L.C.I.S.D. organizations in need of funding for competitions and trips for the Arts& Education.

It is our hope that the LCISD school board would not **oppose** us in obtaining a beer and wine license for the Stardust Event Center and Ballroom. The Stardust Event Center will be available for Weddings, Quinceneras and Private Parties. We greatly appreciate your time and consideration and hope to work together in the future for the benefit of our cities and school district.

Please contact me if you have any additional questions or concerns, or would like to further discuss this request.

Sincerely,

Robert & Ruby Segura
832-465-8095



DTM Event Center

Steinhauser's Rosenberg

Fort Bend County Adult Probation

Golden Island Chinese Buffet

Cash America Pawn

Brazos Valley Schools Credit Union

Mustang Ave

Falcon Point Apartment

Measure distance
Click on the map to add to your path
Total distance: 1,576.03 ft (480.37 m)

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS
DELEGATE AND ALTERNATE TO THE 2016 TEXAS ASSOCIATION OF
SCHOOL BOARDS (TASB) FALL CONVENTION**


RECOMMENDATION:

That the Board of Trustees designate _____ as the delegate
and _____ as the alternate to the 2016 Texas Association of
School Boards fall convention.

IMPACT/RATIONALE:

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Kay Danziger and our alternate was James Steenbergen. The 2016 TASB/TASA Convention will be held in Houston, Texas, September 23 – 25, 2016.

Recommended for approval:


Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS**

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for
Position A on the Texas Association of School Boards (TASB) Board of Directors.


IMPACT/RATIONALE:

From July 3, 2016 to August 29, 2016, active member school boards may endorse a
nominated individual from their TASB Region.

PROGRAM DESCRIPTION:

The TASB Board of Directors is charged with carrying out the policies established by
the Delegate Assembly of the Association. The individual Director is expected to attend
five meetings of the Board each year with one of the meetings being at the same time
as the annual state convention in the fall. In addition, the Director will be asked to serve
on a standing committee that will meet on an as-needed basis, normally in conjunction
with a Board meeting.

Recommended for approval:



Dr. Thomas Randle
Superintendent

July 3, 2016

Superintendent and Lamar CISD Board Members
C/O Dr. Thomas Randle, Superintendent
3911 Avenue I
Rosenberg, TX 77471-3901

Dear Superintendent and Fellow Board Members:

This letter is seeking your district's *endorsement for my continued service on the TASB Board of Directors, Position 4A*. In March 2016, I was selected to fill a vacancy, and by providing this endorsement, you will support my efforts in continuing to serve in this position.

Locally, I was elected to the Klein board in 2005, and my leadership has included serving as president (twice), vice president and secretary. In Region IV, I am the immediate past president of the Gulf Coast Association of School Boards and a board member of the Lone Star Investment Pool.

Currently, I am serving on the TASB Board of Directors, and as a TASB board member, I am privileged to have the opportunity to advocate for all learners, their teachers, and support staff. We work together in achieving the vision of creating academic environments where students can develop exemplary character and reach their full potential in becoming lifelong learners.

Your district can help me continue to represent and serve all students and teachers in Region IV and in our entire state, by sending in the enclosed endorsement form by August 29, 2016. In order for the form to be valid, your board must take action at a duly called meeting between July 3, and August 29, 2016. I thank you and appreciate your trust in me.

Sincerely,



Georgan Reitmeier
Klein ISD Board Member
TASB Director Position 4A
tg@reitmeiers.com

RECEIVED

JUL 06 2016

LAMAR CISD
SUPERINTENDENT'S OFFICE

BOARD OF TRUSTEES

Mr. Steven E. Smith, *President* • Mr. Ronnie K. Anderson, *Vice President* • Mr. Stephen J. Szymczak, *Secretary*
Mr. Paul Lanham • Mr. Rick Mann • Mr. William F. Pilkington • Ms. Georgan Reitmeier

Klein ISD Board of Trustees' Goals

Improved Student Achievement • Positive & Safe School Environment • Financial Accountability • Quality Personnel • Sound Policy Development & Oversight



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This nomination was approved by our board of trustees at a duly called meeting on _____ (Date)

Best regards,

(Signature of board president or officer)

NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form to be used to endorse a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received in the TASB Austin Headquarters on or before Monday, August 29, 2016.

RETURN TO: TASB, Inc.
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: susan.tabbee@tasb.org
FAX: 512.467.3554

**TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH**

TODAY'S DATE: May 23, 2016

NAME: Georgan ReitmeierADDRESS: 10118 Eden Valley Drive

CITY: Klein, TX ZIP: 77379

BUSINESS PHONE: none RESIDENCE PHONE None

CELL PHONE: 281 989 7172 FAX NUMBER (if applicable):

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active e-mail address.

E-MAIL: tg@reitmeiers.comSCHOOL DISTRICT KleinLOCAL TERM EXPIRES: November/2017 YEARS ON BOARD: May/2005

Upon expiration of current term on your local board, will you seek reelection?

Yes No**BOARD POSITIONS HELD/DATES:**

- 2007 Secretary; 2008 President; 2009 Vice President; 2010 President
- President 2015-16 - Gulf Coast Association of School Boards
- TASB Director 4/16

OCCUPATION: Director of Keep Pace Early Childhood Intervention In Klein ISD (1987-2001) and Harris County Department of Education (2001-2004) – Retired 2004; Reading Specialist in Oklahoma- 5 years

CURRENT EMPLOYER Retired DATES: June 30, 2004

EDUCATION-HIGH SCHOOL: Altus OK

COLLEGE: Oklahoma State University – Elementary Education/Reading Specialist

OTHER EDUCATION: DEGREES: BS 1964 and MS 1966

HOBBIES/SPECIAL INTERESTS:

- Mentoring weekly in a Title I Elementary School
- Conducting tours for 3rd graders at the local art museum (The Pearl) as part of the museum guild

- Chi Omega Alumnae Association of North Houston – past president 1988-92
Rush chairperson/board for many years

Volunteer before employment in Houston:

- 1976 Greenwood Elementary Carnival Chairperson 5 years
- 1987 Klein District Volunteer Coordinator
- 1988 Initiated Project After Prom in 3 high schools – 2 years chair
- 1990 Co-President with husband, Klein Forest HS football and baseball booster clubs



From the Klein ISD Website:

In 2005, Georgan Reitmeier was elected to the Klein ISD Board of Trustees. She and her husband Tom have lived in the district for more than 40 years. Their two children graduated from Klein Forest High School.

Georgan has been involved with the Klein ISD for 30 years, serving more than 15 years as a parent volunteer, and 15 years as an employee with the Early Childhood Intervention (ECI) Keep Pace program. She retired as the director of the ECI Keep Pace program for the Harris County Department of Education. She has also been named President of the Gulf Coast Area Association of School Boards and serves on the Board of Trustees for the Lone Star Investment Pool. Ms. Reitmeier earned Master Trustee certification from Leadership TASB [Texas Association of School Boards].

As a volunteer, she served as the district coordinator of volunteers and president of two booster clubs at Klein Forest High School, and currently volunteers as a mentor at McDougale Elementary. Georgan earned both a Master of Science and a Bachelor of Science in education from Oklahoma State University.



CROSBY INDEPENDENT SCHOOL DISTRICT

Carla Mills-Windfont

Board of Trustees, Secretary

cwindfont@crosbyisd.org

706 Runneburg Road / P.O. Box 2009 , Crosby TX 77532

p: 281-328-2900

f: 281-328-9208

Board of Trustees

Dr. James Hofmann

President

David Porter

Vice President

Carla Mills Windfont

Secretary

Tanya Eagleton

Assistant Secretary

John Lindsey

Board Member

John Swinney

Board Member

Cathi Whitworth

Board Member

July 10, 2016

Dear Board of Trustees and Superintendent,

I am writing to request your school district's endorsement to fill the Region 4, Position A vacancy on the TASB Board of Directors. I have enclosed my biography to give you a better idea of my background and my desire to continue working towards excellence in education for the children of Texas.

An endorsement form is also included to be placed on your July or August School Board agenda should you consider me to fill this vacancy and represent your district to the best of my abilities. This endorsement form must be completed and emailed to susan.tabbee@tasb.org or faxed to (512)467-3554 by August 29, 2016.

Thank you for time and consideration.
Sincerely,

Carla Mills-Windfont
Crosby ISD Board of Trustees

RECEIVED

JUL 12 2016

**LAMAR CISD
SUPERINTENDENT'S OFFICE**

p: 281-328-9200
www.crosbyisd.org

CARLA MILLS WINDFONT, B.S., M.S., EDUCATOR



Carla Mills Windfont is a self-motivated individual driven and determined to make a difference in the the world as a wife, parent, educator, and community servant. She is no stranger to adversity and knows how to dig her heels in when it comes to defending the rights of all children to an optimal educational experience. She is a champion for others and a pioneer in educational movements.

Carla's community experience has been centered in Crosby, Texas where she has trained and mentored hundreds of students in her role as a Crosby Independent School District board member. Her community service includes volunteering with the area youth, both in local churches and youth-based organizations. Her interests and career of choice have served her well as she has reared two sons and a daughter.

Her professional experience and education have also been centered in the educational arena. She focused her expertise in the area of at-risk children and children with disabilities. She has been recognized by her peers for her mastery in educational endeavors. Carla is the product of Crosby Independent School District and has progressed the educational ladder from a Bachelor of Science and a Masters degree from the University of Houston to the final stages of a Doctorate from Walden University in Educational Leadership.

Carla is an officer of Mills Real Estate Investment Company, Inc. in Barrett, Texas. She served as the corporation's manager after her father became ill and could not continue to operate the business. Carla made a personal sacrifice to lend support to the business, interrupting her career to help sustain her parents and the business. Carla is very active and travels extensively serving on National boards and serving as a public speaker at events across the nation.

Carla understands and demonstrates, through her lifestyle and her profession, the importance of giving back to the community that invested in her.



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: CARLA MILLS-WINDFONT
 SCHOOL DISTRICT: CROSBY INDEPENDENT SCHOOL DISTRICT
 MAILING ADDRESS: 706 RUNNEBURG ROAD
 CITY: CROSBY ZIP: 77532

This nomination was approved by our board of trustees at a duly called meeting on _____ (Date).

Best regards,

(Signature of board president or officer)

NAME: _____
 SCHOOL DISTRICT: _____
 MAILING ADDRESS: _____
 CITY: _____ ZIP: _____

This form to be used to endorse a properly nominated individual from a board within your TASB region as a candidate to fill a position on the TASB Board of Directors.

Must be received in the TASB Austin Headquarters on or before Monday, August 29, 2016.

RETURN TO: TASB, Inc.
 Attn: Board and Management Services
 P.O. Box 400
 Austin, Texas 78767-0400
 E-mail: susan.tabbee@tasb.org
 FAX: 512.467.3554

**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR PIPE REPAIRS
FOR PINK ELEMENTARY SCHOOL**

RECOMMENDATION:

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

IMPACT/RATIONAL:

Additional pipe deficiencies have been discovered as the repairs have been underway. Phil's Plumbing is a current vendor for Lamar CISD Bid Reference: RFP 38-2013. These funds were allocated within the 2014 Bond Budget

PROGRAM DESCRIPTION:

Upon approval of change order #1, the agreement with Phil's Plumbing will be increased to cover the costs of repairing additional pipe sections that were discovered as the work progressed. While the pipes are exposed and additional damages discovered, it is cost-effective to complete the additional repairs.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

DRAFT

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address): Pink Elementary School 101 Collins Road Richmond, TX 77469	CHANGE ORDER NUMBER: 001 DATE: July 11, 2016	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Phil's Plumbing Company 9507 Church Street Needville, TX 77461	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: May 19, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Additional costs to cover the costs of repairing additional pipe sections that were discovered as the work progressed.

Item 1 - Area C Replace Underslab Sanitary Sewer and Additional Tunneling	\$ 7,500.00
Item 2 - Carpet Replacement in corridors	\$10,812.00
Item 3 - Area B Replace 8 inch Storm Drain Pipe	\$ 2,900.00
Item 4 - Area C Replace 4 inch sanitary laterals and additional tunneling	\$ 9,900.00
Item 5 - Area C - Replace broken cleanout and storm water pipe at front	\$ 7,720.00

Sub Total Additional Work \$38,832.00

Less Original Contract Contingency Allowance - \$25,000.00

Total Change Order #1 \$13,832.00

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$	290,368.00
\$	0.00
\$	290,368.00
\$	13,832.00
\$	304,200.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 5, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

N/A	Phil's Plumbing Company	Lamar Consolidated Independent School District
_____ ARCHITECT (Firm name)	_____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
_____ ADDRESS	9507 Church Street Needville, TX 77461 ADDRESS	3911 Avenue I Rosenberg, TX 77471 ADDRESS
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed name)	Phil Grudziecki, Owner (Typed name)	James Steenberg, Board President (Typed name)
_____ DATE	_____ DATE	_____ DATE

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User Notes:

(1919711321)

**CONSIDER APPROVAL OF CENTERPOINT ENERGY
GAS DEVELOPMENT FEES FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy's gas development fees for Bentley Elementary School in the amount of \$50,766.60.

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

CenterPoint Energy will install new service line, main extension, main extension, and meter for Bentley Elementary School. Upon approval, a purchase order will be issued for this work per the attached invoice.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



Please make payable to:
CenterPoint Energy
 Attn: Business Process
 P.O. BOX 2883
 Houston, Texas 77252-2883

INVOICE

Customer Info:

7/5/16

Name: Bentley Elementary **BP#** 3394716
Address: 9910 FM 359
City: RICHMOND **State** TX **Zip** 77406
Phone: 832-754-7142
Fax/Email:
RE: MAIN EXTENTION AND SERVICE LINE **Zones:** 50054001
Gas Coordinator: IGNACIO GUERRERO **Phone:** 281-341-4936

Description	W/O #	Qty / Ftg	Charge	Total
NEW SERVICE LINE	78629735	755	15.00	11,325.00
CASING FOR SERVICE LINE	78629735	80	18.27	1,461.60
MAIN EXTENTION	78629595	1520	15.00	22800.00
MAIN EXTENTION BORE	78629595	1520	8.00	12160.00
5MROOTS METER AND 5 PSI	78567807	1	3020.00	3020.00
				0.00
				0.00
				0.00
TOTAL				\$50,766.60

MAIL PAYMENT TO THE ABOVE ADDRESS.

Make all checks payable to: *CenterPoint Energy*
 Send a copy of this invoice along with the check. Charges good for 30 days from date of invoice.
Payment is required prior to release of construction work order
 If you have any questions concerning this invoice, please contact coordinator at number above.

Thank you for using natural gas.

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
NO. 142 AGREEMENTS AND FEES FOR
BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the Application, Commitment Letter, Service Agreement and Rate Order of the Fort Bend County MUD No. 142 for Bentley Elementary School and approve the payment in the amount of \$314,644.93 for the tap fees.

IMPACT/RATIONAL:

The District must contract directly with the Fort Bend County MUD No. 142 for water and sewer service. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 142 is the Municipal Utility District provider for water and sewer services for Bentley Elementary School. Upon approval, the Board President will execute the agreements and a check will be issued for the payment of the tap fees. Following payment to the MUD No. 142, the contractor will coordinate the water and sewer connections to Bentley Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



Environmental Development Partners

WATER UTILITY SERVICES
832-467-1599
FAX: 832-467-1610

FORT BEND MUD 142

APPLICATION FOR COMMERCIAL WATER UTILITY SERVICE

DATE: JUNE 7, 2016

ADDRESS FOR SERVICE REQUEST	9910 FM 359			CITY Richmond	
				ZIP 77406	
NAME OF ESTABLISHMENT	Carl Briscoe Bentley Elementary School			TELEPHONE	
DATE TO BEGIN WATER SERVICE					
TYPE OF ESTABLISHMENT	Elementary School				
BILLING ADDRESS	INDICATE IF SAME AS ABOVE 3911 Avenue I, Rosenberg, TX 77471				
CREDIT REFERENCE	COMPANY			ADDRESS	
	TELEPHONE				
PREVIOUS ADDRESS	N/A				
DRIVERS LICENSE	ST	NUMBER			
	N/A	N/A			
FEES (FOR DISTRICT USE ONLY)	Inspections:	Deposit:	Application Fee:	Builder Deposit:	FEES PAID DATE:

PLEASE SELECT FROM ONE OF THE FOLLOWING AND LIST THE METER/TAP SIZE

DOMESTIC 4"	IRRIGATION 2"	FIRE N/A
-------------	---------------	----------

WILL A GREASE TRAP/PRETREATMENT BE USED ON THIS PROJECT? Yes

- APPLICANT MUST SUBMIT FULL PAYMENT FOR ALL FEES AND DEPOSIT WITH APPLICATION.

APPLICANT'S FAILURE TO ADHERE TO ALL REQUIREMENTS CONTAINED IN THE DISTRICT'S RATE ORDER MAY RESULT IN FINES, PENALTIES AND A DELAY OR DENIAL OF SERVICE. A COPY OF THE DISTRICTS RATE ORDER IS AVAILABLE UPON REQUEST.

DATE: _____ SIGNATURE: _____

PRINTED NAME: James Steenbergen, Board President

**FORT BEND COUNTY MUD NO. 142
TAX EXEMPT TAP FEE CALCULATION
LCISD ELEMENTARY SCHOOL
April 13, 2015**

<u>Requested Capacity</u>	<u>Gallons Per</u>	
	<u>Day</u>	<u>ESFCs</u>
Water	7,950 ⁽¹⁾	18.93 ⁽²⁾
Sewer	3,929 ⁽¹⁾	15.71 ⁽³⁾

I. WATER PLANT FACILITIES ⁽⁴⁾

	<u>Site Usage</u> <u>(ESFCs)</u>	<u>Plant Capacity</u> <u>(ESFCs)</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Water Plant Capacity (Inc. Eng.)	18.93	4,000	0.47%	\$ 6,205,761.98	\$ 29,366.55
2. Land Costs (Includes Taxes & Interest)	18.93	4,000	0.47%	115,722.00	547.61
3. Financing Costs ⁽⁸⁾	18.93	4,000	0.47%	3,989,753.37	18,880.08
4. Future Elevated Storage Tank (Inc. Eng.)	18.93	4,000	0.47%	2,660,000.00	12,587.50
				Water Plant Subtotal:	\$ 61,381.75

II. TRUNK WATER DISTRIBUTION FACILITIES ⁽⁵⁾

	<u>Site Usage</u> <u>(ESFCs)</u>	<u>System Service</u> <u>Area (ESFCs)</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Trunk Waterlines & Interconnect (Inc. Eng.) ⁽⁵⁾	18.93	3,150	0.60%	\$ 1,289,506.79	\$ 7,748.74
2. Financing Costs ⁽⁸⁾	18.93	3,150	0.60%	610,507.76	3,668.58
				Water Distribution Facilities Subtotal:	\$ 11,417.32

III. WASTEWATER TREATMENT PLANT FACILITIES ⁽⁶⁾

	<u>Site Usage</u> <u>(GPD)</u>	<u>Total Plant</u> <u>Capacity</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Wastewater Plant Capacity (Inc. Eng.)	3,929	300,000	1.31%	\$ 3,146,000.00	\$ 41,197.62
2. Land Costs (Includes Taxes & Interest) ⁽⁴⁾	3,929	300,000	1.31%	22,215.13	290.91
3. Future Permanent WTP (Inc. Eng.)	3,929	1,200,000	0.33%	15,180,000.00	49,696.43
				Wastewater Treatment Plant Facilities Subtotal:	\$ 91,184.96

IV. CREEKSIDE RANCH UTILITIES ⁽⁷⁾

	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Phase I Cost for Design Change/Upsize for School	\$150,660.90	\$ 150,660.90
		\$ 150,660.90

TOTAL PRO-RATA SHARE: ⁽⁹⁾ \$ 314,644.93

Notes:

- (1) Based on capacity request from 4/12/2015 for 6,600 gallons per day of domestic water with sewer equivalent and 1,350 gallons per day for irrigation.
- (2) Based on 420 GPD/ESFC.
- (3) Based on 250 GPD/ESFC.
- (4) See "WATER PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (5) See "WATERLINE DISTRIBUTION COST BREAKDOWN" for a detailed breakdown.
- (6) See "WASTEWATER TREATMENT PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (7) See "CREEKSIDE RANCH UTILITIES COST BREAKDOWN" for a detailed breakdown.
- (8) Financing Costs include Bond App "Soft Costs" and Interest Costs.
- (9) Includes construction, contingencies, engineering plan costs and bond soft costs. Tap fee does not include drainage costs.
It is assumed that the tract will drain to the Sprint detention facilities.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

March 26, 2015

Dr. Thomas Randle
Superintendent of Schools
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Re: Fort Bend County Municipal Utility District No. 142 - Availability of Water Service and Sanitary Sewer Service to a 14.90 Acre Tract of Land Located in Fort Bend County, Texas

Ladies and Gentlemen:

Please let this letter serve to advise that the Board of Directors of Fort Bend County Municipal Utility District No. 142 (the "District") has considered the request of Lamar Consolidated Independent School District ("Customer") for water and sanitary sewer service to the above-captioned 14.90 acre tract of land (the "Tract"), which is described on Exhibit "A" attached hereto. In this regard, representations have been made to the District that development plans for the Tract will include the construction of a school (the "Improvements") requiring a total sanitary sewer capacity of 3.929 gallons per day, average daily flow, and total water capacity of 7,950 gallons per day, average daily flow (including irrigation). Based upon the foregoing representations, the District hereby provides its commitment to serve the Tract in accordance with such request, subject to the following conditions and limitations:

1. Water service to the Tract will be provided from an eight-inch water line located on Yukon Straight Drive.
2. Sanitary sewer service will be provided from sanitary sewer trunks located on Yukon Straight Drive.
3. Storm runoff from the Tract is to be conveyed to a storm sewer system located within the Tract's boundary, or as otherwise may be required by Fort Bend County, the City of Houston or any other regulatory agency with jurisdiction over said matters. Any on-site detention required by the regulatory agencies will be the sole responsibility of Customer.
4. Subject to the other conditions and requirements set forth herein, water supply and wastewater treatment plant capacities in the amounts indicated will be made available as the Improvements are constructed in accordance with the District's then-existing Rate Order and Drought Contingency Plan. Customer has represented to the District that the Tract and the Improvements are and/or will be exempt from ad valorem taxation by the District. In that regard, Customer hereby acknowledges and agrees that it shall pay fees in accordance with the provisions of Section 49.212, Texas Water Code, as amended, and the District's then existing

Rate Order to cover the District's tap fee which consists of the actual costs for installing tap(s), meter(s) and service line(s) necessary to serve the Improvements plus the Customer's pro rata share of the District's actual costs of the facilities necessary to provide service to the Improvements. Customer understands and acknowledges that this commitment and service to the Tract and Improvements are specifically conditioned upon Customer's agreement to timely pay the above-described fees. The Customer's pro rata share of said facilities costs is specified in Exhibit "B", attached hereto. The costs for the meter(s) and related installation costs will be determined by the District's Operator when plans for the Improvements are available. All such fees shall be paid by the Customer when invoiced by the District.

5. Plans and specifications for additional perimeter and major internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with, as applicable, City of Houston, Fort Bend County, and Texas Commission on Environmental Quality standards shall be prepared by a registered professional engineer engaged by Customer and approved by the District and shall be approved by all applicable regulatory authorities as well as the District's Engineer prior to beginning construction of such facilities and Customer shall provide the District's Engineer with a copy of the approved plans and specifications prior to beginning construction. Construction of all water, sanitary sewer and drainage facilities may be inspected by the District's Operator and Engineer to the extent deemed necessary to enable the District's Operator and Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications and Customer shall allow said Operator and Engineer access to the Tract to perform said inspections. Customer shall further comply with all requirements of Section 2.05(e) of the District's Rate Order.

6. If not previously obtained, Customer will obtain approval by the City of Houston of a plat or plats on the Tract which will be duly recorded in the Map Records of Fort Bend County, Texas prior to the construction of the Improvements on the Tract. A recorded copy of said plat shall be provided to the District's Engineer as evidence of satisfaction of this requirement.

7. No connections to the District's water, sanitary sewer or drainage facilities shall be made or permitted to be made until the District has issued written authorization. Authorization for connections will be issued only after receipt by the District of the District Engineer's approval, evidence of approval by all applicable regulatory authorities having jurisdiction over the project, receipt by the District's Engineer of a recorded plat of the Tract, conveyance to the District of fee simple absolute title to all facilities to be owned and operated by the District in appropriate easements, compliance by the Customer with all conditions and requirements of this commitment, satisfaction of the requirements of paragraph 19 below, and payment of all fees and charges then due to the District, whether pursuant hereto, to the Rate Order, or otherwise.

8. Any deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration or termination of this commitment.

9. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District.

10. Customer shall obtain and bear the expense of any permits for construction of the water, sanitary sewer and drainage facilities required to serve the Tract. The District will join in such permits for facilities to be owned and operated by the District where required by regulatory authorities but will not bear any permit or bond expense involved.

11. Customer shall be charged the same rates and fees for water and sanitary sewer service as comparable customers within the District at the time that application for such service is requested in accordance with the District's then existing Rate Order, subject, however, to the terms of paragraph 4 above.

12. If Customer, or renter or lessee of Customer, proposes to discharge, or discharges, certain Commercial Waste, as defined in the District's then existing Rate Order or any discharge prohibited by the District's then existing Order Regulating the Introduction of Wastewater Into the Sanitary Sewer System of the District ("Waste Order"), Customer, its renter or lessee, will be required to install garbage grinders and may be required to install grease traps or pretreatment units and/or to take any other action required under the Rate Order or Waste Order.

13. Customer shall not have the right to assign this commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

14. Customer shall be required to dedicate, at no charge to the District, the appropriate easements and provide for the necessary sizing of all water, sanitary sewer, storm sewer and drainage ditch facilities to serve the Tract as well as the District's purposes in providing system-wide service to other tracts in accordance with the requirements of regulatory authorities having jurisdiction.

15. Except as otherwise provided in paragraphs 18 and 19 below, this commitment shall automatically expire and shall have no further force and effect one (1) year from the date Customer acquires legal title to the Tract as set forth in paragraph 19 below, relative to any capacity not required by the Improvements (or portion thereof) actually completed or under construction at said time; provided, however, that the terms and provisions of paragraph 4 above shall survive any such termination. The District does, however, agree to consider a renewal of this commitment based upon Customer's proceeding in good faith in the purchase of the Tract, the annexation of the Tract, and/or the development of the Improvements or additional portions thereof.

16. The District hereby specifically reserves the right at any time after completion of the Improvements on the Tract to reallocate surplus water and sewer capacity not required by such Improvements to other properties within the District.

17. Nothing herein shall be construed as a guarantee of any particular volume or pressure of water supply, it being understood and agreed that the District will use its best efforts to provide water committed hereunder in the same manner as it supplies same to other District customers, but water services and wastewater treatment services may be limited or interrupted for, among other reasons and without limitation, mechanical breakdowns, scheduled maintenance, repairs, and failure by the North Fort Bend Water Authority to deliver sufficient surface water. If the District should be prevented, wholly or in part, from providing water and/or wastewater treatment capacity to Customer under the terms set forth herein by reason of any of the foregoing or because of force majeure, including without limitation, acts of God, unavoidable accident, acts of the public enemy, strikes, riots, floods, fires, government restraint or regulations, water supply and/or wastewater treatment plant failure or failure of service lines, power failure, drought, or for any other cause beyond the District's control, then the obligation of the District to make such capacity available shall be suspended until such cause is remedied. Customer is further hereby advised that the District is subject to the supervision of various local, state and federal authorities and cannot exercise independent control over all activities and actions affecting development of the Tract or the providing of water and/or wastewater treatment capacity. This commitment is issued subject to the actions and approvals of such authorities as provided by law.

18. This commitment shall automatically expire and shall have no further force and effect if: (a) Customer becomes delinquent relative to the payment of standby charges the District may now or hereafter have in effect, (b) Customer fails to install its own fire protection equipment and pressurization system, or (c) Customer fails to pay when due, the charges set forth in paragraph 4 above.

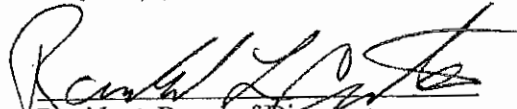
19. This commitment is made in anticipation of Customer acquiring legal title to the Tract on or before July 15, 2015, and annexation of the Tract into the District not later than one (1) year following acquisition of said title by Customer. Customer shall provide the District with evidence that said legal title has been acquired by the earlier of (30) days after acquisition of title or August 15, 2015, and shall, within thirty (30) days following acquisition of legal title, submit to the District a petition requesting that the District annex the Tract and other related documentation as required and requested by the District's legal counsel. In the event that legal title of the Tract has not been obtained on or before said date or evidence thereof is not provided to the District as above required or said petition and other related documentation are not submitted as above required, this commitment shall automatically expire and be void, unless extended in writing by the District.

20. This commitment shall not be binding upon the District until Customer returns one (1) fully executed original of this commitment to the District at the address shown on the first page hereof.

Lamar Consolidated Independent School District
March 26, 2015
Page 5

Should you have any questions concerning the above commitment, please do not hesitate to call on me.

Very truly yours,


President, Board of Directors

Agreed to and accepted this _____ day of _____, 2015.

Lamar Consolidated Independent School District

By: _____

Name: James Steenbergen

Title: Board President

Attachment
370958_1

cc: Mr. Clayton Chabannes, P.E.
Jones & Carter, Inc.

Mr. Mike Ammel
Environmental Development Partners, L.L.C.

Mr. Joseph Schwartz
Schwartz, Page & Harding, L.L.P.

EXHIBIT "A"

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

FIELD NOTES FOR A 14.90 ACRE TRACT OF LAND IN THE JOHN FOSTER SURVEY, ABSTRACT 26, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 50.400 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2005058326, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a 5/8 inch iron rod with cap marked "1943-4349" found in the easterly right-of-way line of F. M. Highway 359 (80-foot wide) for the southwest corner of said called 50.400 acre tract, same being the lower northwest corner of an adjoining called 77.18 acre tract recorded under County Clerk's File Number 2014105498, Official Public Records, Fort Bend County, Texas, for the southwest corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

THENCE along said non-tangent curve to the right, being the westerly line of the herein described tract and said called 50.400 acre tract, same being the easterly right-of-way line of F. M. Highway 359, having a central angle of 12 degrees 36 minutes 14 seconds, a radius of 1,392.40 feet, an arc length of 306.30 feet, and a chord bearing North 08 degrees 35 minutes 49 seconds West, 305.68 feet to a 1-inch iron pipe found at the end of said curve;

THENCE North 02 degrees 18 minutes 00 seconds West (called North 00 degrees 06 minutes 06 seconds East) continuing along the westerly line of the herein described tract and said called 50.400 acre tract, same being the easterly right-of-way line of F. M. Highway 359, 396.05 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northwest corner of the herein described tract;

THENCE North 87 degrees 30 minutes 05 seconds East establishing the north line of the herein described tract, 931.10 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northeast corner of the herein described tract;

THENCE South 02 degrees 29 minutes 55 seconds East establishing the east line of the herein described tract, severing said called 50.400 acre tract, 700.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described tract, said point being in the south line of said called 50.400 acre tract, same being the lower north line of the aforementioned adjoining called 77.18 acre tract;

CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

CHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

THENCE South 87 degrees 30 minutes 05 seconds West (called South 89 degrees 54 minutes 37 seconds West, adjoiner called South 87 degrees 30 minutes 05 seconds West) along the south line of the herein described tract and said called 50.400 acre tract, same being the lower north line of said adjoining called 77.18 acre tract, 900.00 feet to the **Place of Beginning** and containing 14.90 acres of land, more or less.

For reference and further description see Survey Plat No. R8000-0537-00 prepared by the undersigned on same date.

February 26, 2015

Job Number R8000-0537-00

Charlie Kalkomey Surveying, Inc.
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



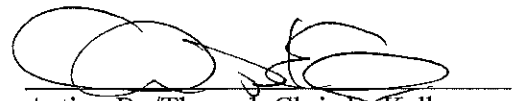

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

EXHIBIT "B"

**FORT BEND COUNTY MUD NO. 142
TAX EXEMPT TAP FEE CALCULATION
LCISD ELEMENTARY SCHOOL
April 13, 2015**

<u>Requested Capacity</u>	<u>Gallons Per Day</u>	<u>ESFCs</u>
Water	7,950 ⁽¹⁾	18.93 ⁽²⁾
Sewer	3,929 ⁽¹⁾	15.71 ⁽³⁾

I. WATER PLANT FACILITIES ⁽⁴⁾

	<u>Site Usage (ESFCs)</u>	<u>Plant Capacity (ESFCs)</u>	<u>Site Pro-Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
1. Water Plant Capacity (Inc. Eng.)	18.93	4,000	0.47%	\$ 6,205,761.98	\$ 29,366.55
2. Land Costs (Includes Taxes & Interest)	18.93	4,000	0.47%	115,722.00	547.61
3. Financing Costs ⁽⁸⁾	18.93	4,000	0.47%	3,989,753.37	18,880.08
4. Future Elevated Storage Tank (Inc. Eng.)	18.93	4,000	0.47%	2,660,000.00	12,587.50
Water Plant Subtotal:					\$ 61,381.75

II. TRUNK WATER DISTRIBUTION FACILITIES ⁽⁵⁾

	<u>Site Usage (ESFCs)</u>	<u>System Service Area (ESFCs)</u>	<u>Site Pro-Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
1. Trunk Waterlines & Interconnect (Inc. Eng.) ⁽⁵⁾	18.93	3,150	0.60%	\$ 1,289,506.79	\$ 7,748.74
2. Financing Costs ⁽⁸⁾	18.93	3,150	0.60%	610,507.76	3,668.58
Water Distribution Facilities Subtotal:					\$ 11,417.32

III. WASTEWATER TREATMENT PLANT FACILITIES ⁽⁶⁾

	<u>Site Usage (GPD)</u>	<u>Total Plant Capacity</u>	<u>Site Pro-Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
1. Wastewater Plant Capacity (Inc. Eng.)	3,929	300,000	1.31%	\$ 3,146,000.00	\$ 41,197.62
2. Land Costs (Includes Taxes & Interest) ⁽⁴⁾	3,929	300,000	1.31%	22,215.13	290.91
3. Future Permanent WTP (Inc. Eng.)	3,929	1,200,000	0.33%	15,180,000.00	49,696.43
Wastewater Treatment Plant Facilities Subtotal:					\$ 91,184.96

IV. CREEKSIDE RANCH UTILITIES ⁽⁷⁾

	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
1. Phase I Cost for Design Change/Upsize for School	\$150,660.90	\$ 150,660.90
		\$ 150,660.90

TOTAL PRO-RATA SHARE: ⁽⁹⁾ \$ 314,644.93

Notes:

- (1) Based on capacity request from 4/12/2015 for 6,600 gallons per day of domestic water with sewer equivalent and 1,350 gallons per day for irrigation.
 - (2) Based on 420 GPD/ESFC.
 - (3) Based on 250 GPD/ESFC.
 - (4) See "WATER PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
 - (5) See "WATERLINE DISTRIBUTION COST BREAKDOWN" for a detailed breakdown.
 - (6) See "WASTEWATER TREATMENT PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
 - (7) See "CREEKSIDE RANCH UTILITIES COST BREAKDOWN" for a detailed breakdown.
 - (8) Financing Costs include Bond App "Soft Costs" and Interest Costs.
 - (9) Includes construction, contingencies, engineering plan costs and bond soft costs. Tap fee does not include drainage costs.
- It is assumed that the tract will drain to the Sprint detention facilities.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

P.O. Box 690928
Houston, Texas 77269-0928

SERVICE AGREEMENT

- I. PURPOSE. Fort Bend County MUD #142 is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the FB MUD #142 will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

- II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. SERVICE AGREEMENT. The following are the terms of the service agreement between the Fort Bend County MUD #142 (the Water System) and Lamar Consolidated ISD (the Customer).
 - A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

P.O. Box 690928
Houston, Texas 77269-0928

new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: _____
James Steenbergen, Board President

SERVICE ADDRESS: 9910 FM 359, Richmond, TX 77406

DATE: _____

**CONSIDER APPROVAL OF CENTERPOINT ENERGY TERMS AND CONDITIONS
FOR LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of underground electric service to Lindsey Elementary School and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The terms and conditions are required to be executed for CenterPoint Energy to provide electric service for Lindsey Elementary School. There are no costs associated with this agreement as all costs are within CenterPoint's standard underground service requirements.

PROGRAM DESCRIPTION:

Upon approval, CenterPoint Energy will begin design and installation of the permanent electrical service to Lindsey Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

June 28, 2016
Job # 78404160

Re: LAMAR CISD
Lindsey Elementary
2431 Joan Collier Trace; Katy, TX 77494

Please find attached the Terms and Conditions (T&C) package as prepared by CenterPoint Energy's (CNP) Major Underground Engineering (MUG), applicable for providing the requested underground service of 876 kVA. MUG will serve the load with a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.

The Customer's requested underground service is covered under the conditions for standard underground service. Therefore, MUG is not providing a difference in cost.

MUG has not included the costs associated with the installation, removal or modification of any overhead facilities. Nicholas C Favre, Service Consultant at Katy Service Center is responsible for providing all overhead costs and construction.

The attached T&C package is effective for 365 days from the date of this letter, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package must be reviewed by MUG before a final commitment is made to the Customer.

Please review the attached T&C package. Sign the cover sheet of the T&C package. Return this original document to my office. Note that the information contained in the package is applicable for the life of the service.

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

Before beginning the required underground construction, please arrange for a pre-construction meeting with MUG and your contractors.

If any additional information is required, contact me at 713-207-6181.

Thank you.

Claudia Silva-Homa
claudia.silva@centerpointenergy.com

**TERMS & CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CISD
Lindsey Elementary
2431 Joan Collier Trace; Katy, TX 77494**

Job #78404160

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

REFERENCE LAMAR CISD DRAWINGS:

Site Plan	Drawing #:	<u>E1.00</u>	Received:	<u>June 13, 2016</u>
Utility Plan	Drawing #:	<u>C3.01</u>	Received:	<u>May 20, 2016</u>
Electrical One-Line	Drawing #:	<u>E5.01</u>	Received:	<u>May 20, 2016</u>
Load Analysis	Drawing #:	<u>E5.01</u>	Received:	<u>May 20, 2016</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	May 1, 2016
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____
Signature
Title
Date

 Print Name

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

						CenterPoint Energy Houston, Texas		
						WRITTEN	CRS	6/28/2016
						CHECKED	LAO <i>LAO</i>	6/28/2016
						APPROVED	LAO	6/28/2016
						SHEET 1 OF 14 SHEETS		
NO.	DATE	ITEMS REVISED	BY	CH	APP	PM 3788		

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar CISD. Lamar CISD and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Engineering (MUG) representative is Claudia Silva-Homa at 713-207-6181 or claudia.silva@centerpointenergy.com.

The CNP Service Area Consultant is Nicholas C Favre at 281-391-5114.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set.** CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 22,609 amperes symmetrical, with an X/R ratio of 8.2.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

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

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

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

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

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

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

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

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

HARMONIC DISTORTION

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

METERING

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

FACILITIES INSTALLED BY THE CUSTOMER

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

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

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Engineering at (713) 207-6229. Job # 78404160 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

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

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

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

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

DUCTBANK INSTALLATION (continued)

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

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

CLEARANCES

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

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

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

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

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

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

ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen (15) feet above mean sea level or eighteen (18) inches above the documented 100 year floodplain, whichever is greater. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time installation.

VENTILATION REQUIREMENTS

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

SERVICE EQUIPMENT VENTILATION REQUIREMENT

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

FINAL INSPECTION

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

EASEMENT INSTRUMENT

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

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

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

INDEMNIFICATION AND LIABILITY LIMITS

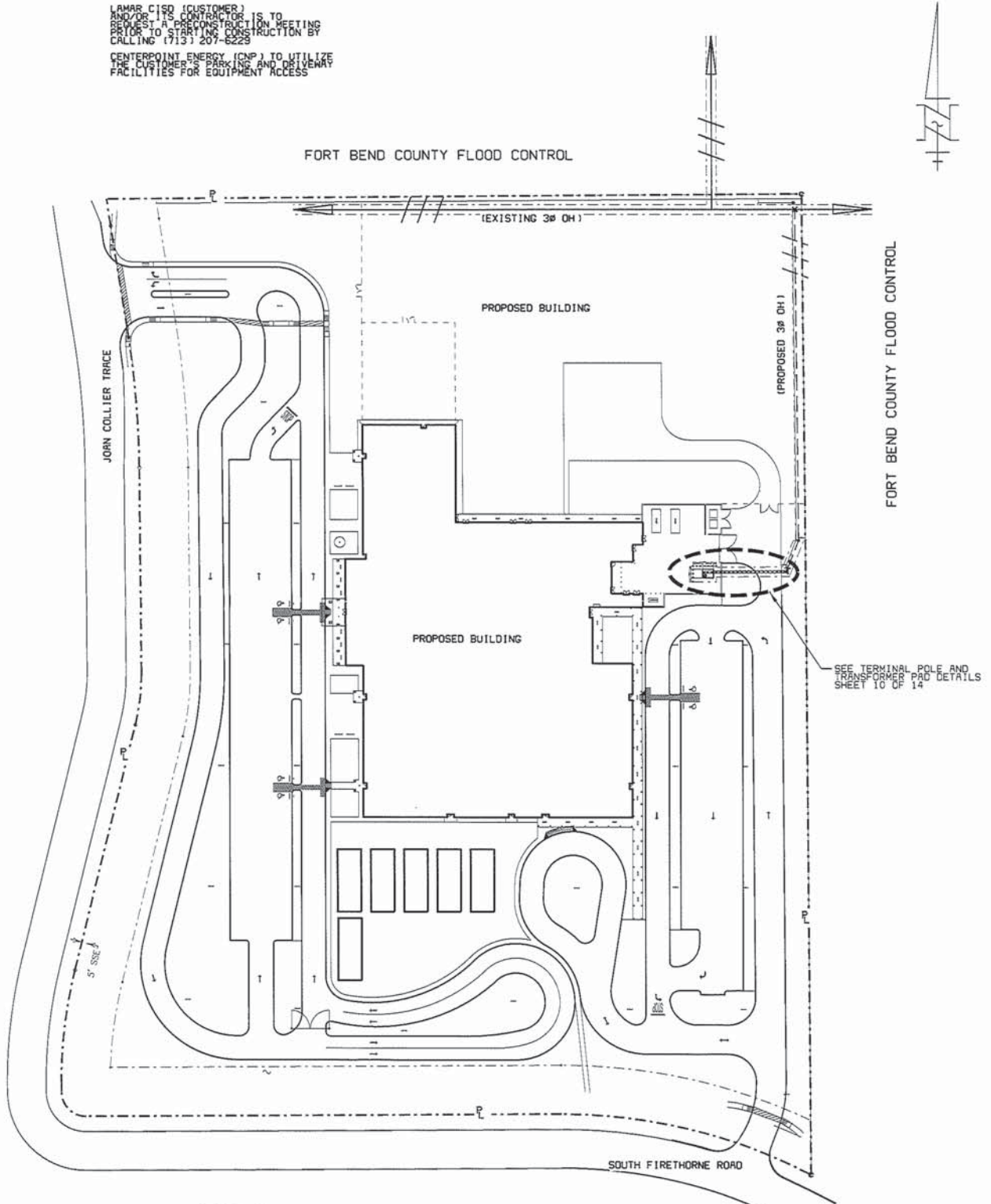
Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

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

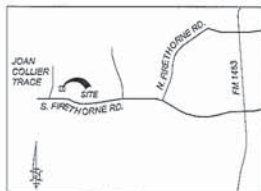
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4156	B2	483K		N. T. S.	KATY-45	78404898

LAMAR CISO (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-8229. CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS.

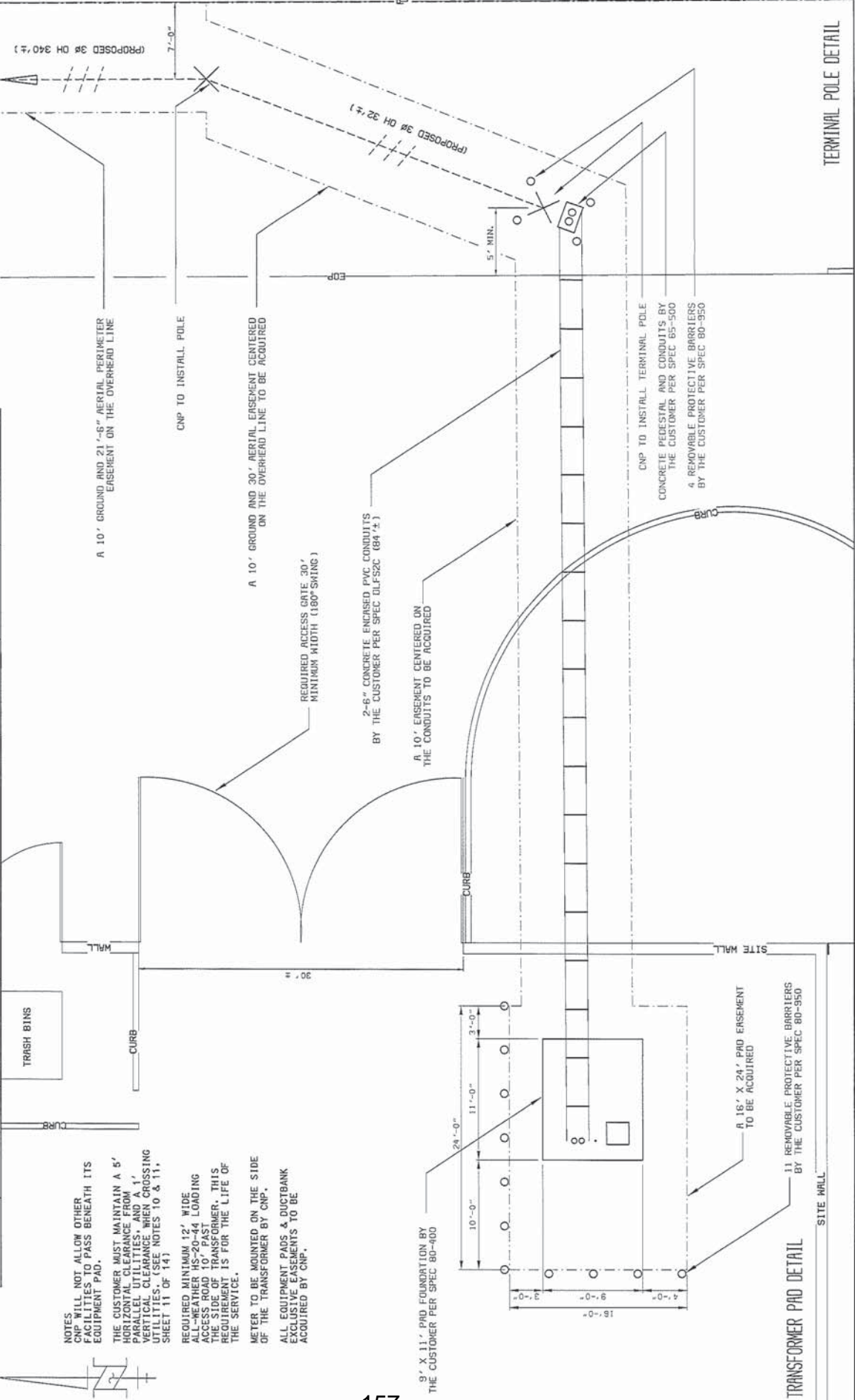


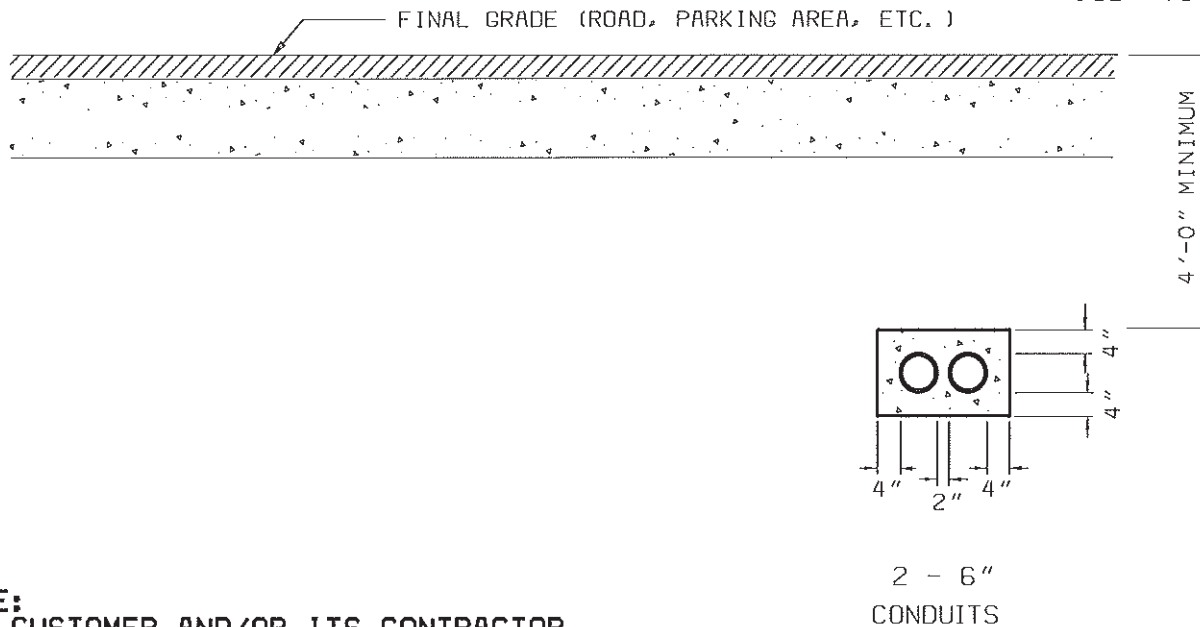
VICINITY MAP



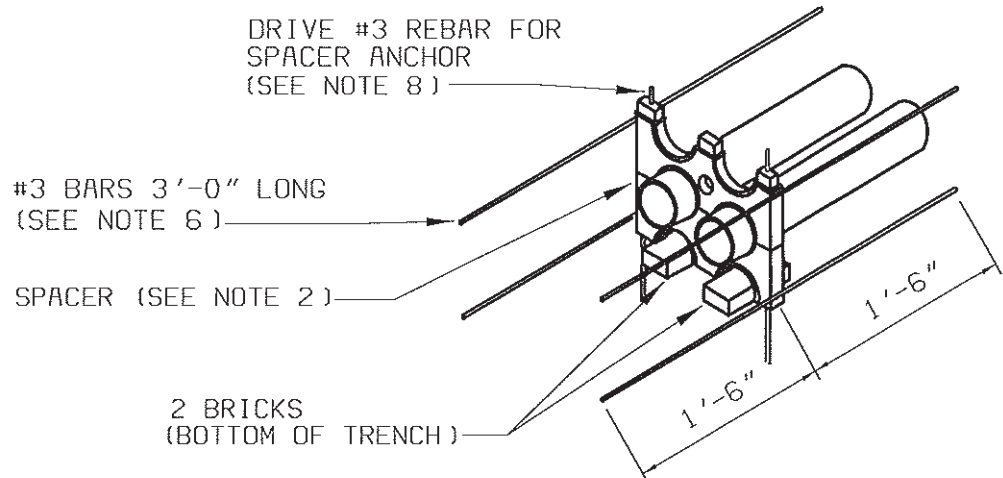
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4156	B2	483K	N. T. S.	KATY-45	78404898	

GENERAL LOCATION SKETCH





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

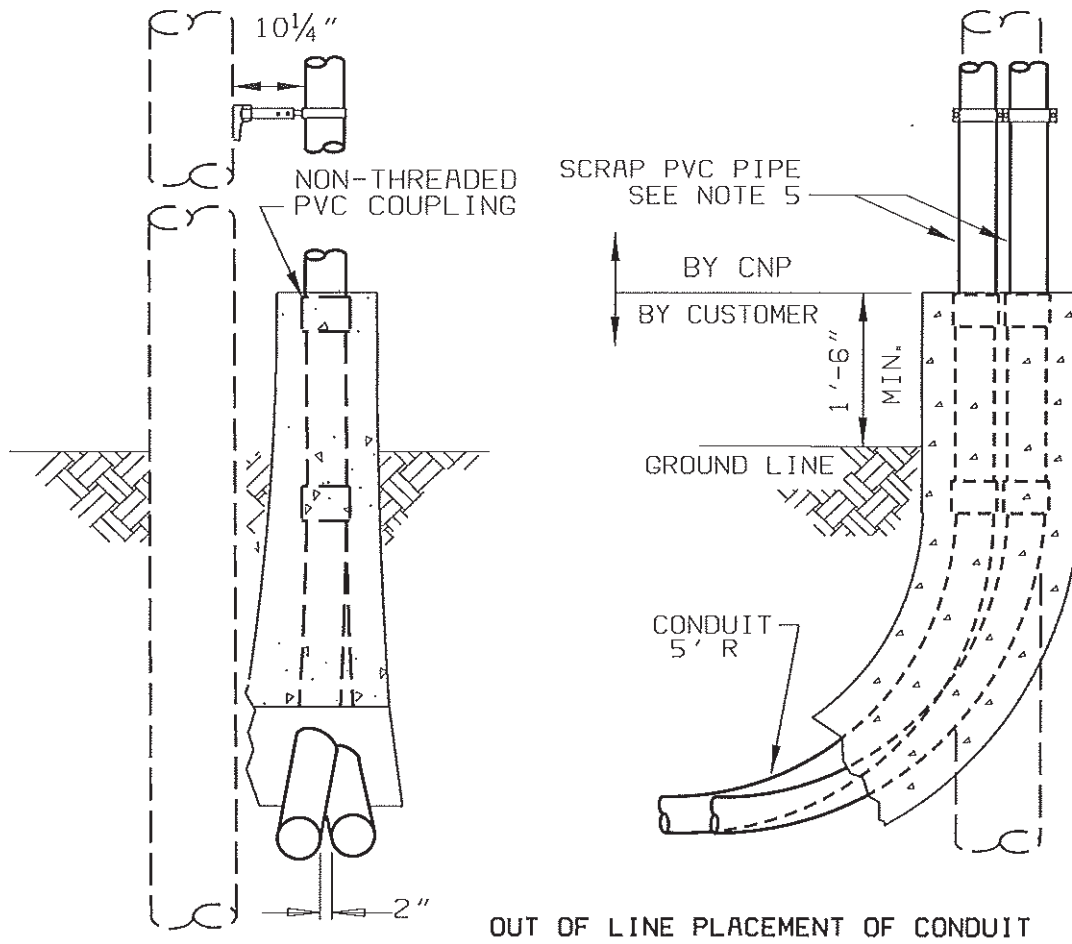


NOTES:

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

THREE PHASE DUCTBANK
FEEDER

BASED ON DISTRIBUTION STANDARD DLFS2C



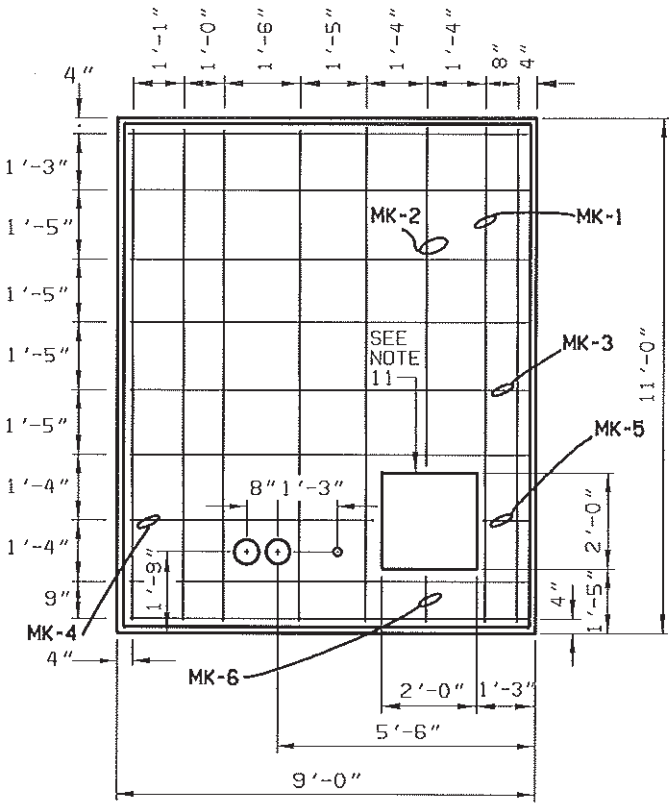
NOTES:

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

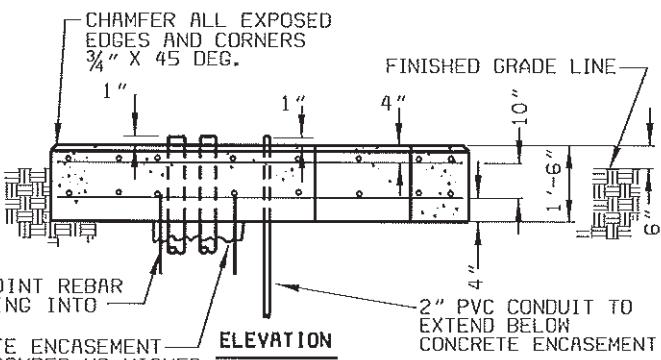
TYPICAL

TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV
BASED ON DISTRIBUTION STANDARD 65-500

030488/060607



PLAN



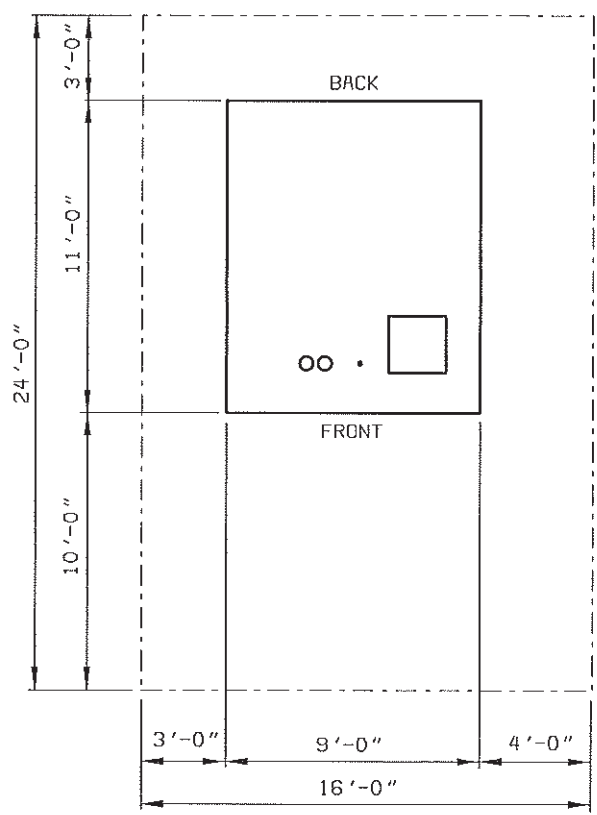
ELEVATION

COLD JOINT REBAR
EXTENDING INTO
PAD
CONCRETE ENCASEMENT
TO BE POURED NO HIGHER
THAN BOTTOM OF PAD

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

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

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE E8 OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT

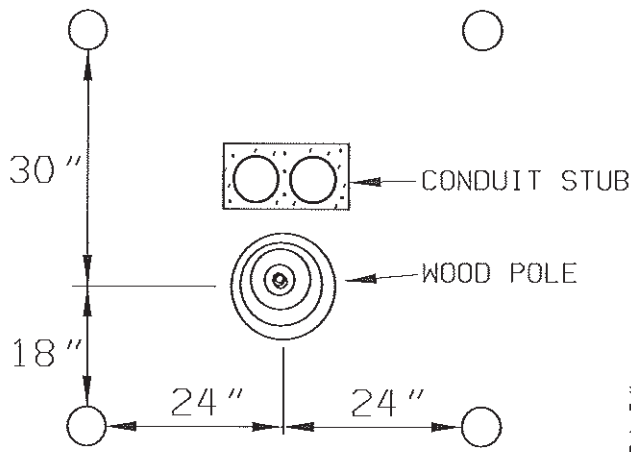


MINIMUM EASEMENT REQUIREMENTS

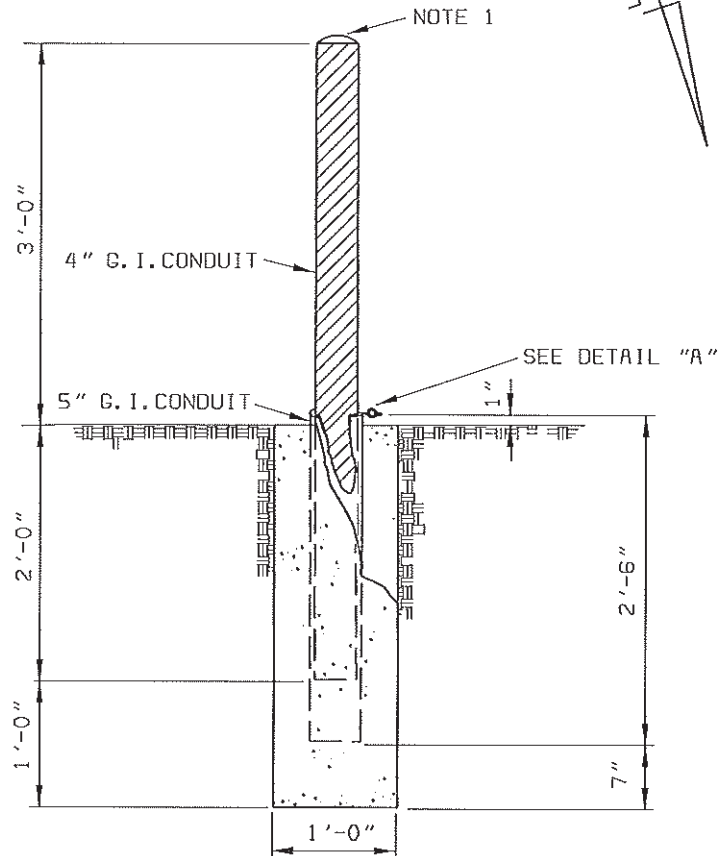
**EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM**

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

BASED ON DISTRIBUTION STANDARD 80-400



TERMINAL POLE PROTECTIVE
BARRIER PLACEMENT

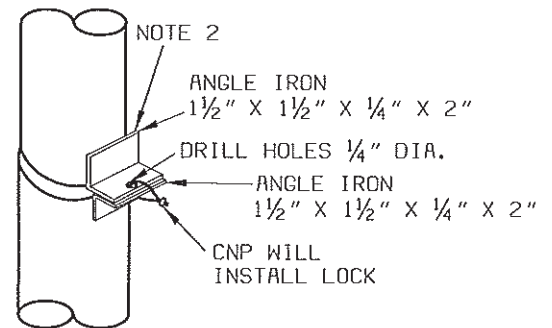


**PROTECTIVE BARRIER
(REMOVABLE)**

INSTALL ON
APPROXIMATELY
4' CENTERS
AS SPECIFIED
ON SKETCH

NOTES:

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



DETAIL "A"

**PROTECTIVE BARRIER
(REMOVABLE)**

BASED ON DISTRIBUTION STANDARD 80-950

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

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

Customer is the owner and operator of Elementary School #25, 2431 Joan Collier Trace; Katy, TX 77494 ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **2431 Joan Collier Trace; Katy, TX 77494**.

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

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

The Parties therefore agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 

Name: Liafis A. Ogboye, P. E.

Title: Engineering Supervisor

CUSTOMER:

LAMAR CISD

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

By: _____

Name: James Steenbergen

Title: Board President

**CONSIDER APPROVAL OF THE PROCUREMENT METHOD FOR
DISTRICT-WIDE ACCESS CONTROL SYSTEM**

RECOMMENDATION:

That the Board of Trustees approve the procurement method and authorize the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the District-wide access control system.

IMPACT/RATIONAL:

The District-wide access control system will be funded from surplus funds from the 2011 Bond Program.

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000.00 or more. Additionally, the Texas Government Code 2269 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 District-wide access control system.

PROGRAM DESCRIPTION:

The District-wide access control system will add access card reader systems at existing schools with a projected budget of \$685,000. New schools and other facilities will have the selected system included in the work under the individual construction budgets.

The District-wide access control system will be selected based on a review of District requirements for a single source system capable of providing long-term reliability and adaptability to accommodate card reader access in various locations.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**EVALUATION CRITERIA FOR CONSTRUCTION PROPOSALS
REVISED APRIL 2016**

Proposals shall be evaluated using the evaluation criteria listed below.

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

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR THE TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Terry High School baseball complex renovations, as presented by PBK Architects.

IMPACT/RATIONAL:

On November 4, 2014, Lamar CISD passed a bond referendum that included the renovations of the Terry High School baseball complex.

PROGRAM DESCRIPTION:

PBK Architects will be presenting the design development for the Terry High School baseball complex renovations. The work will replace the dugouts and backstops for both the baseball and softball fields, construct a new ticket, concessions and restroom building, install a new softball press area and install new paving. The design development booklets will be under separate cover. Upon approval, the construction documents phase will begin.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY CODE COMPLIANCE
REVIEW FOR THE NEW AGRICULTURAL FACILITY #2**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Education Agency Code Compliance Review for new Agricultural Facility #2 in the amount of \$2,325.

IMPACT/RATIONAL:

Code Compliance Review is a professional service that the District must contract directly. These funds are allocated from within the 2011 Bond Funds.

PROGRAM DESCRIPTION:

Code Compliance Review and report is required in order to verify the plans comply with Texas Education Agency Guidelines.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

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

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

July 5, 2016

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Lamar Consolidated ISD – AG Barn No. 2
Fulshear, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD – AG Barn No. 2
Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. McKeever,

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

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review will be conducted using the 2012 edition of the International Building Code, 2012 International Plumbing Code, 2012 International Mechanical Code, 2012 International Fire Code, 2009 International Energy Code, as well as the NFPA – 2014 National Electrical Code and the 2012 NFPA 101 Life Safety Code.

The standards/guidelines permit the Consultant, to state, if any, possible variances from the code requirements and therefore allowing a limited number of variances from the codes if such variances do not negatively affect the quality or safety of the facility

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced. If, as stated above, if a code interpretation follows the guidelines and a variance is permitted, the item in question will be reported and described.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, including all civil, geotechnical, fire alarm systems, automatic sprinkler systems, fire suppression, life safety and addenda as issued by the design professionals.

COMPENSATION:

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

Lamar Consolidated ISD – AG Barn No. 2 Fulshear, Texas	TEA Code Review	\$2,325.00
	Total	\$2,325.00

TERMS AND QUALIFICATIONS:

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable

Proposal - Lamar Consolidated ISD

AG Barn No. 2

July 5, 2016

Page 3 of 4

professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

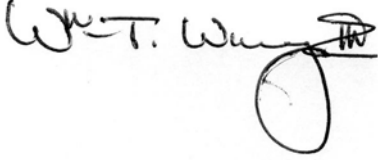
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal - Lamar Consolidated ISD
AG Barn No. 2
July 5, 2016
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.

Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

**CONSIDER APPROVAL OF THIRD PARTY REVIEW AND INSPECTION
FOR THE NEW AGRICULTURAL FACILITY #2**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for third party review and inspection for the new Agricultural Facility #2 in the amount of \$1,350.

IMPACT/RATIONAL:

Third party review and inspection is a professional service that the District must contract directly. These funds are allocated from within the 2011 Bond Funds.

PROGRAM DESCRIPTION:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

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

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

July 5, 2016

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Lamar Consolidated ISD – AG Barn No. 2
Fulshear, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD – AG Barn No. 2
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

SCOPE OF SERVICES:

The Consultant shall perform the following services:

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

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

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

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

COMPENSATION:

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

Lamar Consolidated ISD – AG Barn No. 2

TAS – Plan Review	\$600.00
TAS – Site Inspection	\$575.00
TDLR Fee	\$175.00
Total	\$1,350.00

TERMS AND QUALIFICATIONS:

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant’s scope of work does not include any services related to the presence of hazardous or toxic materials.

Proposal - Lamar Consolidated ISD
AG Barn No. 2
July 5, 2016
Page 3 of 4

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

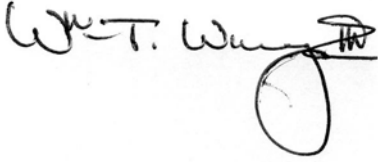
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal - Lamar Consolidated ISD
AG Barn No. 2
July 5, 2016
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF WATER AND WASTE WATER SERVICE CONNECTION
FEE AND RATE ORDER WITH FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 142 FOR THE NEW AGRICULTURAL FACILITY #2**

RECOMMENDATION:

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

IMPACT/RATIONALE:

This agreement with Fort Bend County MUD No. 142 will allow water and waste water capacity for the connection of the new Agricultural Facility #2 in the MUD No. 142 treatment plant. The MUD No. 142 connection fee is \$41,138.23. Due to the site being larger than three acres there is a plan review fee of \$2,500.

PROGRAM DESCRIPTION:

This agreement with Fort Bend County MUD No. 142 allows the District to use the water and waste water services for the new Agricultural Facility #2. Upon approval MUD No. 142 will begin the connection process while the construction is in progress.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**FORT BEND COUNTY MUD NO. 142
TAX EXEMPT TAP FEE CALCULATION
LCISD AGRICULTURAL SITE
May 25, 2016**

<u>Requested Capacity</u>	<u>Gallons Per</u>	
	<u>Day</u>	<u>ESFCs</u>
Water	800 ⁽¹⁾	1.90 ⁽²⁾
Sewer	640 ⁽¹⁾	2.03 ⁽³⁾

I. WATER PLANT FACILITIES ⁽⁴⁾

	<u>Site Usage</u>	<u>Plant Capacity</u>	<u>Site Pro-</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
	<u>(ESFCs)</u>	<u>(ESFCs)</u>	<u>Rata</u>		
1. Water Plant Capacity (Inc. Eng.)	1.90	3,889	0.05%	\$ 6,205,761.98	\$ 3,039.47
2. Land Costs (Includes Taxes & Interest)	1.90	3,889	0.05%	115,722.00	56.68
3. Financing Costs ⁽⁸⁾	1.90	3,889	0.05%	3,989,753.37	1,954.11
4. Future Elevated Storage Tank (Inc. Eng.)	1.90	3,889	0.05%	2,624,000.00	1,285.19
				Water Plant Subtotal:	\$ 6,335.45

II. TRUNK WATER DISTRIBUTION FACILITIES ⁽⁵⁾

	<u>Site Usage</u>	<u>System Service</u>	<u>Site Pro-</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
	<u>(ESFCs)</u>	<u>Area (ESFCs)</u>	<u>Rata</u>		
1. Trunk Waterlines & Interconnect (Inc. Eng.) ⁽⁵⁾	1.90	3,150	0.06%	\$ 1,289,506.79	\$ 779.75
2. Financing Costs ⁽⁷⁾	1.90	3,150	0.06%	610,507.76	369.17
				Water Distribution Facilities Subtotal:	\$ 1,148.91

III. WASTEWATER TREATMENT PLANT FACILITIES ⁽⁶⁾

	<u>Site Usage</u>	<u>Total Plant</u>	<u>Site Pro-</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
	<u>(GPD)</u>	<u>Capacity</u>	<u>Rata</u>		
1. Wastewater Plant Capacity (Inc. Eng.)	640	200,000	0.32%	\$ 3,402,320.00	\$ 10,887.42
2. Land Costs (Includes Taxes & Interest) ⁽⁴⁾	640	200,000	0.32%	22,215.13	71.09
3. Future Permanent WTP (Inc. Eng.)	640	1,200,000	0.05%	15,180,000.00	8,096.00
				Wastewater Treatment Plant Facilities Subtotal:	\$ 19,054.51

IV. CREEKSIDE RANCH UTILITIES

	<u>Site Usage</u>	<u>Capacity (ESFCs)</u>	<u>Site Pro-</u>	<u>Total Cost</u>	<u>Site Pro-Rata Share</u>
	<u>(ESFCs)</u>		<u>Rata</u>		
1. Creekside Ranch Sec. 5 Waterline	1.90	47.90 ⁽⁹⁾	3.98%	\$ 75,747.75	\$ 3,012.14
2. Creekside Ranch Sec. 5 Sanitary Sewer	2.03	48.03 ⁽¹⁰⁾	4.23%	110,710.35	4,683.23
3. Creekside Ranch Sec. 5 Sanitary Sewer Extension	2.03	2.03 ⁽¹¹⁾	100%	6,904.00	6,904.00
					\$ 14,599.36

TOTAL PRO-RATA SHARE: ⁽⁸⁾ \$ 41,138.23

Notes:

- (1) Based on capacity request from 5/6/2016 for 800 gallons per day of water service and 640 gallons per day of sewer service
- (2) Based on 420 GPD/ESFC.
- (3) Based on 315 GPD/ESFC.
- (4) See "WATER PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (5) See "WATERLINE DISTRIBUTION COST BREAKDOWN" for a detailed breakdown.
- (6) See "WASTEWATER TREATMENT PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (7) Financing Costs include Bond App "Soft Costs" and Interest Costs.
- (8) Includes construction, contingencies, engineering plan costs and bond soft costs. Tap fee does not include drainage costs.
- (9) Includes 46 total ESFC's for Creekside Ranch Section 5 plus 1.9 ESFC's for Agricultural Site
- (10) Includes 46 total ESFC's for Creekside Ranch Section 5 plus 2.03 ESFC's for Agricultural Site
- (11) This portion of 8" sanitary line extended solely to serve Agricultural site.

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

1300 POST OAK BOULEVARD

SUITE 1400

HOUSTON, TEXAS 77056

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DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES

CHRISTINA J. COLE
MATTHEW R. REED
WILLIAM D. STAFFORD
TRAVIS M. HEDGPETH
GINA M. VON STERNBERG

December 16, 2015

Via Electronic Mail
and Hand Delivery

Mr. Michael Ammel
Environmental Development Partners
17495 Village Green Drive
Houston, Texas 77040

Via Hand Delivery

Mr. Clayton Chabannes
Jones & Carter, Inc.
8701 New Trails Drive, Suite 200
The Woodlands, Texas 77381

Re: Fort Bend County Municipal Utility District No. 142 (the "District");
Amendment to Rate Order

Gentlemen:

Enclosed for your records please find a conformed copy of the referenced District's current Rate Order which was adopted by the Board of Directors at its meeting held on November 16, 2015.

Should you have any questions regarding the enclosed Rate Order, please do not hesitate to call.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By:



Michelle Guild
Paralegal

Enclosure
362342_4

cc: Mr. Greg Sissel (w/enc.)
BKD, LLP

Mr. Carol Rochetti (w/enc.)
Municipal Accounts & Consulting, L.P.

CERTIFICATE FOR
RATE ORDER

I, the undersigned Secretary of the Board of Directors (the "Board") of Fort Bend County Municipal Utility District No. 142 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on November 16, 2015, at 1300 Post Oak Blvd., Suite 1400, Houston, Harris County, Texas, and the roll was called of the members of the Board, to-wit:

Randal L. Carter, President
Mouricia Carbone, Vice-President
William R. Mower, Secretary
Louis E. Gueniot, Assistant Secretary
Amber Stevenson, Assistant Secretary

All of the members of the Board were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: A written

RATE ORDER

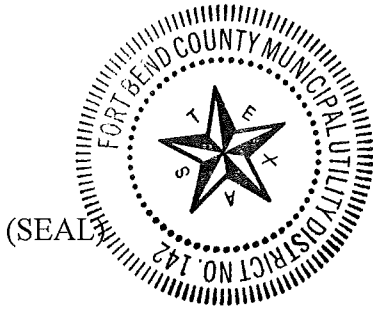
was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted, and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following vote:

AYES: 5

NOES: 0

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 said minutes and to this certificate; such Order has been duly recorded in the Board's minutes of such meeting; the above and foregoing paragraph is a true, full and correct copy excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of such meeting, and that such Order would be introduced and considered for adoption at such meeting; and such meeting was open to the public, and public notice of the time, place and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this 16th day of November, 2015.





Secretary
Board of Directors

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

RATE ORDER

Dated: November 16, 2015,
to be effective January 1, 2016

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Exhibit "A" Service Inspection Certification Form
Exhibit "B" Sample Backflow Prevention Assembly Test
and Maintenance Report

RATE ORDER
("Order")

WHEREAS, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142 (the "District") owns water, sanitary sewer and storm sewer systems designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be ratified and established for service provided by said systems and for other services provided by the District; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be established for service from the District and for the protection of the District's water, sanitary sewer and storm sewer systems and other District facilities, appurtenances and property; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, THAT THE FOLLOWING RATE ORDER IS HEREBY ADOPTED: Any Rate Order, and amendments thereto, heretofore adopted by the Board of Directors establishing rates for water and sewer service and pertaining to related matters shall be revoked on January 1, 2016, the effective date of this Rate Order (hereafter referred to as "Order").

Section 1. "Definitions" For purposes of this Order, in addition to the terms defined elsewhere herein, the following words or terms shall have the following meanings:

1.01. "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, cashier's check, check, or money order submitted directly to Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator. These Alternative Payment Services may include one or more of the following or others: (a) check by phone, (b) on-line payment by credit or debit card, (c) on-line bill payment through Customer's bank, and (d) payment by Customers at local retail outlets, and (e) automatic monthly debit from Customer's account.

1.02. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

1.03. "Builder" shall mean any person, firm, corporation or other entity constructing Residential, Apartment or Commercial aboveground improvements within the District.

1.04. "Commercial" shall mean and include any office building, hotel, retail store, clubhouse (excluding a clubhouse at a Park and Recreational facility) warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence, including, except where specifically stated otherwise in this Order, a Park and Recreational facility.

1.05. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

1.06. "Customer" shall mean the person, firm, corporation or other entity which receives District services pursuant to this Order for a Residential, Commercial, Apartment, Park and Recreational or other structure, whether the owner, renter, builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the Water System and Sanitary Sewer System as soon as said Systems become operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District water and sanitary sewer services for such structure at the time service becomes available to said structure.

1.07. "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational or Commercial facility that is physically connected to the Water System or Sanitary Sewer System, whether occupied or not, and where appropriate, shall

refer to the point of physical connection of such facility to the Water System or Sanitary Sewer System.

1.08. "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".

1.09. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature imposed by the District, whether hereunder or pursuant to any Drought Contingency Plan or District order regulating waste, for which payment in full (including, without limitation, all charges, penalties, additional security deposit as required and late fees) has not been received before 5:00 p.m. of the twentieth (20th) day after the date of the bill (with respect to a regular monthly bill) or before the date and time set forth in a notice from the District (with respect to delinquent or disconnection notices) at an address specified therein for payment.

1.10. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.11. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the Systems.

1.12. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.13. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.14. "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

1.15. "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.16. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.17. "Nontaxable Entity" shall mean the owner of any property, other than Park and Recreational property, within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.18. "Park and Recreational" shall mean landscaping in esplanades and green spaces within public rights-of-way or easements dedicated to a public body or non-profit homeowners association, landscaping in recreational areas owned and/or operated by a public body or non-profit homeowners association, and recreational facilities owned and/or operated by a public body or non-profit homeowners association existing primarily for the use and enjoyment of property owners within the District.

1.19. "Residential" shall mean and include only single family residences (including those owned by builders) and shall not include Apartments unless specifically stated herein to the contrary.

1.20. "Sanitary Sewer System" shall mean the sanitary sewage collection, treatment and disposal system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.21. "Storm Sewer System" shall mean the municipal separate storm sewer system serving the District and any related detention facility or drainage channel, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.22. "Systems" , as used herein, shall mean the Water System, the Sanitary Sewer System and the Storm Sewer System of the District, collectively, including all extensions and additions thereto, whether now in place or hereafter constructed.

1.23. "Water System" shall mean the potable water supply and distribution system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

Section 2. Initial Connections to Water System and Sanitary Sewer System ("Taps").

2.01. Requirement to Connect. Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the Systems as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the Water System and Sanitary Sewer System. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the Water System or Sanitary Sewer System without requiring connection to both the Water System and Sanitary Sewer System upon determination that acceptable alternative water supply service or wastewater treatment service is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the Water System or Sanitary Sewer System without requiring connection to both, the connection to the Water System must be made at the time the District is capable of providing water service to the property and the connection to the Sanitary Sewer System must be made at the time the District is capable of providing sanitary sewer service to the property.

2.02. Septic Systems and Private Water Supply Systems. The construction and operation of septic systems and private water supply systems within the District shall be prohibited, unless the prior written consent of the Board of Directors is otherwise given and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such

matters. The Board of Directors may grant, deny or condition such consent in its sole discretion. The construction and operation of septic systems and private water supply systems shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given.

2.03. Application for Water and Sanitary Sewer Connections. Each person desiring initial water and sanitary sewer services and related connections to the Water System and Sanitary Sewer System shall notify the District's Operator and shall sign and complete an application for such services and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No physical connection to the Water System or Sanitary Sewer System shall be made until such application has been completed and such fees have been paid. The District will provide water and/or sanitary sewer services following completion of an application as required by this Section, payment of all fees then due pursuant to this Order and compliance with all other applicable requirements of this Order on a first come/first serve basis and will not, except as determined by the Board of Directors of the District in its sole discretion, issue utility commitment letters to Builders.

2.04. Tap Fees. The following fees shall be collected from the applicant by the District's Operator before physical connection is made to the Water System or Sanitary Sewer System (which fees shall include the meter and meter box and installation thereof):

(a)	5/8"	Residential connection	\$ 595.00
(b)	3/4"	Residential connection	\$ 1,000.00
(c)	1"	Residential connection	\$ 1,200.00
(d)	5/8"	Irrigation connection	\$ 595.00
(e)	3/4"	Irrigation connection	\$ 1,000.00
(f)	1"	Irrigation connection	\$ 1,200.00
(g)	Nonstandard Residential connection not described above and Commercial and Apartment connections		District's cost of installation including labor and equipment charges and materials, plus 200% of such costs.

(h) Nontaxable Entity connection

District's cost of installation (including labor and equipment) and materials, including the backflow prevention device and related materials, for the meter(s), plus the actual costs to the District for such work and for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in the Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (h), less any tap fee previously paid with respect to the initial connection to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in the Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (h) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of the District's facilities, said Nontaxable Entity shall pay the tap fee specified in this Subsection (h) for such increased use, less any tap fee previously paid with respect to the initial connection of such land and/or improvements to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial

application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (j) shall apply retroactively to the date of the initial application for connection or the date of the change(s) since the Nontaxable Entity's initial application.

- (i) Fire Line Connection District's cost of installation and materials, including any administrative charges incurred by the District.
- (j) Park and Recreational Connection District's cost of installation and materials.

In addition to the above, the payment of additional fees may be required prior to initial connection to the Water System or Sanitary Sewer System pursuant to Section 5.02(b) hereof.

2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the Water System or Sanitary Sewer System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable connection to the Sanitary Sewer System (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the opinion of District's

Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the Water System or Sanitary Sewer System.

(c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.

(d) Connections by District Operator. Physical connection to the Water System shall be made by the District's Operator unless specified otherwise by the Board of Directors of the District. Physical connection to the Sanitary Sewer System shall be made in accordance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections," or, if more restrictive, applicable requirements of the Texas Commission on Environmental Quality, and in accordance with Section 2.06 hereof. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the Water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenance connected with the Water System, or any manhole, main, trunk, fixture or appurtenance of the Sanitary Sewer System without the prior written permission of the Board of Directors of the District.

(e) Submission of Plans for Commercial and Apartment Customer Connections. Each applicant for a Commercial or Apartment Customer Connection or an applicant with an existing Commercial or Apartment Customer Connection that has proposed changes to and/or construction within its site, that would provide for an additional connection or modification of an existing connection to the Water System or

Sanitary Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(1) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution and sanitary sewer collection facilities, materials to be used and the location, size and number of proposed connections to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable;

(2) The legal description of the land to be served by the Water System or Sanitary Sewer System and a copy of the recorded plat of same;

(3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the Sanitary Sewer System; and

(4) A non-refundable plan review fee made payable to the District in the applicable amount based on the following:

(i) \$2,500 for development of a site consisting of over three (3) acres;

(ii) \$1,500 for initial development of a site consisting of less than three (3) acres; or

(iii) \$500 for development of a leased space within an existing structure.

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District

shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the Water System or Sanitary Sewer System. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of Water System or Sanitary Sewer System connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable. Any unauthorized physical connection to the Water System or Sanitary Sewer System or applicant's existing system, as applicable, may be removed without notice at the expense of the applicant or the person or firm causing such connection to be made.

(f) Builder Damage Deposit. Upon first application for a Customer Connection, the applicant (whether property owner, Builder or other) (the "Applicant") shall pay a damage deposit (the "Applicant Deposit") in the amount of \$2,000.00, which deposit shall apply to all connections of such Applicant, whether one or more. The Applicant Deposit is to secure the payment of costs to repair any District facilities damaged by the Applicant or other parties during the construction of the house, building or other improvement on the applicable property, including repairs necessary as a result of a failure to maintain proper storm water control and erosion and pollution prevention measures pursuant to Section 5.05 hereof ("Builder Damages") and is in addition to the

security deposit to secure payment of service charges required to be paid for each address pursuant to Section 3.01 of this Order. The Applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

After inspection by the District's Operator, the District may utilize the Applicant Deposit to pay for any repairs to the District facilities made necessary by the Applicant's construction activities. If the Builder Deposit is not sufficient to pay for such Builder Damages, the Applicant shall pay such outstanding balance due. No additional connections to the Water System or Sanitary Sewer System shall be permitted relative to any Applicant who has outstanding Builder Damages. If the Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$2,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$2,000.00 Builder Deposit.

The District shall refund any remaining Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant, final inspection by the District's Operator, and payment by the Applicant of all fees, charges and damages due to the District under this Order or otherwise, and any remaining amount can be applied to any outstanding fee, charge, tax, etc. owed by the Applicant to the District. No interest will be paid by the District on the Builder Deposit.

(g) Swimming Pool and Hot Tub Connections. Every Customer who constructs or installs a swimming pool or hot tub within the District shall notify the District's Operator prior to connection of same to the District's facilities and shall pay an inspection fee of \$75.00. For purposes of this Order, a swimming pool is defined as a pool having a capacity in excess of 10,000 gallons. After the notification, the Customer constructing or installing said swimming pool or hot tub shall ensure that any and all

drains from the swimming pool or hot tub are connected to the Sanitary Sewer System, and it shall be a violation of this Order to drain a swimming pool or hot tub into the Storm Sewer System. After the drains have been installed and prior to backfilling of the area, the applicant shall notify the District's Operator, who shall make an inspection of any and all swimming pool or hot tub drains before water service is authorized for said swimming pool or hot tub.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of (i) \$50.00 for Residential Customer Connections, (ii) \$100.00 for Commercial, Nontaxable Entity and Apartment Customer Connections and (iii) the District's cost for Park and Recreational connections, payable at the time of application for connection to the Sanitary Sewer System, shall be charged by the District for inspection of each physical connection to the Sanitary Sewer System and related service line. A fee of \$75.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Connections and related service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections" and applicable requirements of the Texas Commission on Environmental Quality. Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said Rules and Regulations or, if more restrictive, such requirements of the Texas Commission on Environmental Quality, will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a

reinspection shall be made upon payment to the District of a reinspection fee of \$75.00 for Residential Customer Connections and \$125.00 for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent reinspections are required before the connection to the Sanitary Sewer System and related service lines are found in compliance with said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, an additional reinspection fee of \$100.00 for Residential Customer Connections and \$150.00 for Commercial, Nontaxable Entity and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service from the Water System to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$75.00.

For Commercial (including Apartment) Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$150.00.

Customer shall be charged the same applicable fee set forth above for any reinspection required.

Should a Customer fail to provide to the District a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

(c) Inspection of District Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A total fee of \$60.00 shall be charged by the District to cover the costs of such inspections (both the pre-inspection and final inspection), which fee will be due and payable at the time the tap fee is paid.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the Water System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be

authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$1,500.00 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$75.00 for costs of installation, plus three times the rates specified herein for residential water service per 1,000 gallons of water delivered through the meter. Temporary water service may be supplied outside the boundaries of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services and Solid Waste Collection and Disposal Services. Each prospective Customer desiring water and sanitary sewer service shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal services are provided to every Residential Customer at no additional charge. The District does not provide solid waste collection services to Commercial or Apartment Customers.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$25.00 shall be charged for each Customer application, including for applications to transfer service from a Builder to a non-Builder Customer. Each Residential Customer which owns the home at the address to be serviced, including Builders (as evidenced by a copy of the deed or other proof of ownership acceptable to the District which shall accompany the application for services), shall pay a security deposit of \$100.00 and each Residential Customer which rents the home at the address to be serviced shall submit a copy of the lease or rental agreement with its application for service and shall pay a security deposit of \$150.00. Each Apartment Customer, for each Apartment served by a separate meter, shall pay a security deposit of \$100.00; and each Commercial Customer, each Non-Taxable Entity, and each Apartment Customer for Apartments

served by a master meter, shall pay a security deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's Engineer utilizing City of Houston criteria regarding usage, or \$50.00, whichever is greater. The security deposit shall be paid initially at the time of such application or, at the option of the District's Operator, as part of payment of the first bill for District services.

Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any deficiency in the deposit as a result of application of the deposit to a Delinquent Bill before Customer's service is restored. Customer shall pay an additional deposit of \$50.00 prior to reconnection of service for each termination of service except where the total deposit paid would exceed \$300.00. No service shall be restored until such fees and deposits have been received by the District in collected funds. Notwithstanding the foregoing, the District shall have the right, but not the obligation at its sole discretion, to apply all or any portion of such security deposit without notice to the Customer to offset the amount of a Delinquent Bill that remains unpaid for more than thirty (30) days after becoming a Delinquent Bill. If the District applies the security deposit prior to termination of service, Customer shall be required to pay a replacement security deposit in accordance with this Section 3.01. Customer's failure to timely pay a replacement security deposit shall result in Customer's bill becoming a Delinquent Bill. Furthermore, nothing contained herein shall prevent the District from applying a Customer's security deposit on file with the District in accordance with 11 U.S.C. Section 366(c)(4) or any successor provision or any other applicable section of the federal Bankruptcy Code or applicable provision of state law.

3.02. Monthly Rates for Residential Water Service. The following rates per month, or any part thereof, shall be charged for Residential water service furnished by the

District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum monthly charge for up to 10,000 gallons of water metered \$20.00
- (b) For each 1,000 gallons of water metered from 10,001 gallons to 15,000 gallons \$ 2.00
- (c) For each 1,000 gallons of water metered from 15,001 gallons to 20,000 gallons \$ 3.00
- (d) For each 1,000 gallons of water metered from 20,001 gallons to 25,000 gallons \$ 4.00
- (e) For each 1,000 gallons of water metered over 25,000 gallons \$ 5.00

3.03. Monthly Rate for Residential Sanitary Sewer Service. The following rate per month, or any part thereof, shall be charged for Residential sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

Monthly Flat Rate \$36.18

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.04. Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum monthly charge for up to 10,000 gallons of water metered \$20.00

- (b) For each 1,000 gallons of water metered from 10,001 gallons to 15,000 gallons \$ 2.00
- (c) For each 1,000 gallons of water metered from 15,001 gallons to 20,000 gallons \$ 3.00
- (d) For each 1,000 gallons of water metered from 20,001 gallons to 25,000 gallons \$ 4.00
- (e) For each 1,000 gallons of water metered over 25,000 gallons \$ 5.00

3.05. Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

- (a) Minimum monthly charge for up to 10,000 gallons of water metered \$20.00
- (b) For each 1,000 gallons of water metered over 10,000 gallons \$ 2.00
- (c) For each grease trap installed, there shall be charged a monthly flat rate inspection fee of \$50.00
(Any reinspection required shall be charged at the same rate)

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.06. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service furnished by the District to Apartment units served by separate meters:

- | | | |
|-----|---|---------|
| (a) | Minimum monthly charge for up to 10,000 gallons of water metered | \$20.00 |
| (b) | For each 1,000 gallons of water metered from 10,001 gallons to 15,000 gallons | \$ 2.00 |
| (c) | For each 1,000 gallons of water metered from 15,001 gallons to 20,000 gallons | \$ 3.00 |
| (d) | For each 1,000 gallons of water metered from 20,001 gallons to 25,000 gallons | \$ 4.00 |
| (e) | For each 1,000 gallons of water metered over 25,000 gallons | \$ 5.00 |

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first three months after the date of initial connection to the Water System of Apartment units serviced by a master meter, the customer shall be charged for water usage at the rate of \$0.50/1,000 gallons. Beginning the first day of the next billing period after the third month, the following percentage of Apartment units planned ultimately to be served by such meter will conclusively be deemed to be completed and habitable and billing will be in accordance with the rates set forth above with each unit deemed completed and habitable being considered as one unit:

<u>Months After Tap</u>	<u>Percentage Habitable</u>
4 through 6	50%
7 through 9	75%
10 through 12	85%
13 and thereafter	100%

3.07. Monthly Rate for Sanitary Sewer Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for sanitary sewer service furnished by the District to Apartment units served by separate meters:

Monthly Flat Rate: \$20.00

Apartment units served by a master meter shall be charged as follows: The rates specified above shall be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first three months after the date of initial connection to the Sanitary Sewer System, of Apartment units served by a master meter, the charge for sanitary sewer service shall be deemed to be included in the charge for water service set forth in Section 3.06. Beginning the first day of the next billing period after the third month, the above-described schedule of habitability shall apply and billing will be in accordance with the rate set forth above, calculated by multiplying the applicable number of Apartment units times the flat rate for sanitary sewer service. Each Apartment unit shall be considered as one unit.

3.08. Monthly Rate for Water Service to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for water service furnished by the District to Park and Recreational Facilities in every instance in which a different charge is not expressly and clearly provided for herein:

\$0.75 per 1,000 gallons of water metered

provided, however, that Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rate.

3.09. Monthly Rate for Sanitary Sewer Services to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for sanitary sewer service furnished by the District to Park and Recreational Facilities in every instance in which a different charge is not expressly and clearly provided for herein:

\$0.75 per 1,000 gallons of water metered

provided, however, that Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rate.

It is further provided that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.10. Regulatory Assessment and Other Fees. The regulatory assessment and other fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessment and fees when due in the manner set forth herein.

(a) Texas Commission on Environmental Quality Assessment. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07, include a regulatory assessment equal to one-half of one-percent of the charge for water and/or sewer service, as provided by Section 5.701(n), Texas Water Code, as amended.

(b) North Fort Bend Water Authority Groundwater Reduction Plan. The District lies within the boundaries of the North Fort Bend Water Authority (the "Authority") and is subject to groundwater pumpage and surface water fees imposed by the Authority for each 1,000 gallons of water pumped from the District's water well and for all surface water delivered from the Authority to the District. In order to collect from the District's Customers sufficient funds to pay the Authority's fees, the District hereby imposes a fee of \$3.10 for each 1,000 gallons of water billed to each Customer of the District pursuant to this Order, which fee shall be added to each Customer's bill. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include the fee imposed hereunder.

(c) Fees Associated with Alternative Payment Services. Alternative Payment Services which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the District at any time in its sole discretion. Customer's use of any Alternative Payment Services does not relieve Customer of the obligation to ensure that payment is timely received by the District and the provisions of this Order, including without limitation, Section 4 hereof, shall apply to any Delinquent Bill. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. With the exception of any automatic monthly debit program which the District may adopt, such fees are set by and charged to the Customer by the service providers rather than by the District. For any such automatic monthly debit program, a fee equal to the fee charged to the District per debit transaction processed by the District shall be charged to the Customer as a pass-through fee. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.11. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

3.12. Bulk Rates. The water and sanitary sewer service rates set forth above shall not be construed to prevent the District from furnishing water and/or sanitary sewer service to

any Customer at a bulk rate if deemed advisable by the District, with such rate to be determined on a case by case basis.

3.13. Policies Governing Water and Sanitary Sewer Services.

(a) No Reduced Rates or Free Service; Service Subject to Compliance with Laws and Agreements. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Failure to comply with (i) all applicable regulations and laws regarding service, including, without limitation, the requirement that a plat of the property to be served be recorded prior to service, and (ii) any agreement between the District and the Customer, including, without limitation, a utility commitment, shall be considered a violation of this Order and may result in termination of service and/or assessment of penalties in accordance with the terms hereof.

(b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water from the Water System or specific capacity in the Sanitary Sewer System for any purpose whatever and in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water from the Water System or to provide capacity in the Sanitary Sewer System.

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the Sanitary Sewer System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the Sanitary Sewer System occasioned as a consequence of such discharge, in addition to any

other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the Sanitary Sewer System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the Sanitary Sewer System. All Customers of the Sanitary Sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 7 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(d) Plumbing Regulations. The following plumbing regulations are, pursuant to Texas Commission on Environmental Quality regulations and Section 1417 of the federal Safe Drinking Water Act, as amended by the federal Reduction of Lead in Drinking Water Act enacted on January 4, 2011 (and effective January 4, 2014), and any Environmental Protection

Agency regulations adopted thereunder, applicable to all Customers of the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

(i) No direct connection between the Water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the Water System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion;

(ii) No cross connection between the Water System and any private water system shall be permitted, and any potential threat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the Water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the Water System is permitted;

(v) The use of pipes, pipe fittings, plumbing fittings, and fixtures that contain more than a weighted average of 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Water System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the Water System. This requirement may be waived for leaded joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order,

including, without limitation, irrigation and swimming pool connections. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the Water System. The existence of a serious threat to the integrity of the Water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the Water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.13(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.13(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. No connection to the Water System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the Water System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion. The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (pursuant to Texas Commission on Environmental Quality regulations) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard (as defined in 30 T.A.C. Sec. 290.38) must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) The District's Operator shall install and test any backflow prevention assembly required to be installed at any Customer Connection pursuant to this Order, and shall complete and retain in the District's files for recordkeeping purposes an original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B". The District shall charge the Customer for the District's actual cost of the labor, materials and installation of the backflow prevention assembly and the initial test thereof, and \$75.00 for each annual test performed on such assembly.

Section 4. Method of Payment; Delinquency in Payment; Penalty; Discontinuation and Termination of Service. Except as set forth in Section 4.01 below, all payments made under this Order shall be subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment, which may, at the District's Operator's discretion, include one or more of the following: cash, check, money order, or cashier's check, or an Alternative Payment Program.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten per cent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$10.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. A separate charge of \$5.00 shall be imposed for the notice left on a Customer's front

door. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon and all other charges imposed by the District shall be immediately due and payable. Prior to termination of service, a Delinquent Bill, plus the penalty thereon and all other charges imposed by the District shall be payable by either cashier's check, or money order presented at the office of the District's Operator or by use of an Alternative Payment Service, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. Following termination of service, a Delinquent Bill, plus the penalty thereon, all other charges imposed by the District, and any required deposit, shall be payable only by either cashier's check or money order presented at the office of the District's Operator, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. All such amounts shall be paid in full prior to the restoration of service where service has been terminated because of a Customer's failure to pay a bill before it became a Delinquent Bill. A charge of \$25.00 shall be imposed for each notice forwarded to a Customer as a result of a Customer's check payment (whether made by check or via one or more Alternative Payment Services being returned by a bank or other third party payor for any reason. In addition, should a payment (whether by check or via one or more Alternative Payment Service have been returned by a bank or other third party payor then the returned payment shall be replaced with either money order or cashier's check or, if accepted by the District's Operator, cash, all subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment presented at the office of the District's Operator. This provision shall apply regardless of whether Customer's bill is a Delinquent Bill at the time the payment is returned.

4.02. Termination of Service. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the Systems at any time after its bill becomes a Delinquent Bill or upon violation by the Customer of any order regulating waste heretofore or hereafter adopted by the District. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the District, be

notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and the method by which it must be paid as set forth in Section 4.01 above and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Board of Directors of the District. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by the proposed termination date, service shall then be discontinued and the Customer will be charged a \$50.00 disconnection fee. In addition, a charge of \$100.00 shall be imposed for the restoration of service discontinued pursuant to this section.

4.03. Discontinuing Service Upon Request of a Customer; After Hours Service.

Whenever a Customer of the District requests that service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired. A charge of \$40.00 shall be made for restoring service (between 8:00 a.m. and 4:00 p.m.) when such service is discontinued and restored at the request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request. Whenever a Customer of the District requests service to be turned on (whether for new or transferred service or after discontinuation as set forth in this Order) prior to 8:00 a.m. or after 4:00 p.m. on weekdays (excluding holidays) or on weekends or holidays, a charge of \$60.00 shall be imposed.

Section 5. Storm Sewer System. The District owns, operates and maintains the Storm Sewer System in order to furnish storm water drainage service to the land located within its boundaries. Storm water drainage may be discharged by Customers and property owners within the District to the Storm Sewer System, subject to the provisions of this Section 5 and the requirements of any federal, state or local agency with jurisdiction over storm drainage and flood control.

5.01. Connection to Storm Sewer System. Residential Customers may discharge storm water flows to the curb and gutter system. Otherwise, no physical connection to the Storm Sewer System shall be made by Residential Customers without the prior written consent of the Board of Directors of the District. The Board of Directors may grant, deny or condition such consent in its sole discretion. Physical connection to the Storm Sewer System by a Residential Customer shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given. Physical connection to the Storm Sewer System may be made by non-Residential Customers, subject to compliance with the remaining provisions of this Section. For purposes of the remainder of this Section 5.01 and Section 5.02 only, the term "physical connection" means and refers to a controlled conveyance of storm water by pipe, line, drainage ditch or swale or other improvements or facilities, and excludes the uncontrolled sheet flow of storm water.

An application for a physical connection to the Storm Sewer System by a non-Residential Customer may be made at the same time, or separate from, an application for a physical connection to the Water System or Sanitary Sewer System under Section 2.05 hereof. Each such applicant for a physical connection to the Storm Sewer System or an applicant with an existing physical connection to the Storm Sewer System that has proposed changes to and/or construction within its site that would require an additional connection of its internal storm sewer lines to the Storm Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to

the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(a) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building internal storm sewer collection and detention facilities, materials to be used and the location, size and number of proposed connections to the District's Storm Sewer System or applicant's existing internal storm sewer system, as applicable;

(b) The legal description of the land to be served by the Storm Sewer System and a copy of the recorded plat of same; and

(c) A general description of the type of proposed improvements to be served by the Storm Sewer System, calculations of square footage of proposed impervious cover, and, if applicable, a description of the special measures taken in order to prevent any discharges to the Storm Sewer System in violation of this Order.

In recognition of the District's obligation to protect and maintain public health and the District's obligation to regulate discharges to the Storm Sewer System under federal, state and local laws and regulations, including, without limitation the National Pollutant Discharge Elimination System adopted under Title 40, Part 22 of the Code of Federal Regulations, as amended, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Texas Pollutant Discharge Elimination System ("TPDES") and the provisions of the TPDES General Permit for Small Municipal Separate Storm Sewer Systems (TXR040000), and the "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of physical control measures to prevent unauthorized

discharges to the Storm Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of any tap fees under Section 2.04 or Section 5.02(b), as applicable, prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Storm Sewer System or applicant's internal storm sewer system, as applicable. Any unauthorized physical connection to the Storm Sewer System or applicant's existing internal storm sewer system, as applicable, may be removed without notice at the expense of the Customer or person or firm causing such connection to be made.

5.02. Storm Water Detention.

(a) Detention Capacity. The Storm Sewer System furnishes or will be constructed to furnish post-development storm water detention capacity for all the Customers and owners of property within the boundaries of the District.

(b) Tap Fee for Nontaxable Entity. In addition to any tap fee which may be due for a physical connection to the Water System or Sanitary Sewer System under Section 2.04 hereof, a Nontaxable Entity which requires or will otherwise utilize detention capacity provided by the Storm Sewer System shall pay an additional tap fee equal to the applicant's proportionate share of actual or estimated costs to the District for all facilities that are necessary to provide such detention capacity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Unless otherwise approved by the Board of Directors of the District, such fee shall be paid within thirty (30) days following the date of an invoice from the District therefor.

Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon become owned and/or occupied by a Nontaxable Entity after physical connection to the Storm Sewer System such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (b) within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (b) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of detention capacity in the Storm Sewer System, said Nontaxable Entity shall pay the fee specified in this Subsection (b) for such increased use, less any tap fee previously paid with respect to detention capacity in the Storm Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for a connection to any of the Systems that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (b) shall apply retroactively to the date of the initial application or the date of the changes since the Nontaxable Entity's initial application.

5.03 Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to storm water discharges and non-storm water discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources;
- (4) diverted stream flows;
- (5) rising ground waters and springs;
- (6) uncontaminated ground water infiltration;
- (7) uncontaminated pumped ground water;
- (8) foundation and footing drains;
- (9) air conditioning condensation;
- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges;
- (14) street wash water;
- (15) discharges or flows from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40 C.F.R. § 122.26(d)(2)(iv)(B)(1), as amended; and
- (17) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000).

Without limiting the generality of the above, no solids, grass or yard clippings, trash, construction materials, oils or grease, sludge or tank trunk waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, unauthorized discharges to the Storm Sewer System, or other violations of this Order related to the

Storm Sewer System. The District will determine through the inspection if the illicit discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state or local storm water quality laws, regulations or requirements shall constitute a violation of this Order, without regard to whether any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance and notwithstanding any other provision of this Order which may appear to omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas Commission on Environmental Quality. In addition, capitalized terms used in this Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A storm water pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and non-structural controls function properly so illicit discharge do not enter into the storm sewer system. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.03. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.03 is a violation of this Order. Non-compliance with TXR150000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs to the Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering; Repairs and Obstructions.

6.01. Damage to and Tampering With Meters and/or District Facilities and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any of the Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or any other service to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. In addition to the disconnection and reconnection fees charged under Section 4.02 of this Order and any penalties assessed under Section 7 of this Order, the District shall assess any repair costs incurred by the District hereunder plus a damage fee of \$100.00.

6.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the Systems and appurtenances caused by Customer without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the Systems so damaged.

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the Sanitary Sewer System which would cause obstruction of said Systems. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the Sanitary Sewer System resulting from a Customer's failure to prevent obstructing materials from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District, including the Waste Order; or

- (2) makes unauthorized use of any of the Systems or District services or facilities, including any trespass onto District sites, including but not limited to, the site of a District stormwater detention pond or drainage channel; or
- (3) violates the District's Rules and Regulations Governing Sewer House Lines and Sewer Connections or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 7 shall be in addition to such other penalties as are provided in this Order or any order regulating waste or Drought Contingency Plan heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal; Accuracy of Meters. (a) Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall

conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

(b) If a Customer requests that a water meter which serves the Customer be removed for testing to verify the accuracy of same, the following charges shall apply:

(1) If the test of the meter reflects that it measures more than 105% (or less than 95%) of the water actually delivered, the District shall not charge the Customer for testing or replacement of the meter.

(2) If the test of the meter reflects that it measures between 95% and 105% or less of the water actually delivered, the Customer shall be charged \$25.00 for testing plus the District's actual cost to replace the meter. In no event shall an adjustment be made to Customer's bills prior to the request for testing of the meter unless the District, in its sole judgment, can ascertain with reasonable certainty when the inaccuracy began.

Section 9. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 10. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

The President or Vice-President is authorized to execute and the Secretary or Assistant Secretary is authorized to attest this Order on behalf of the Board and the District.

Passed and adopted this 16th day November, 2015.

ATTEST:

/s/ William R. Mower

/s/ Randal L. Carter

Secretary

President

(SEAL)

398715_1

EXHIBIT "A"

Service Inspection Certification Form

Fort Bend County Municipal Utility District No. 142

District's I.D. # _____

Location of Service _____

I, _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

- | | <u>Compliance</u> | <u>Non-Compliance</u> |
|---|--------------------------|--------------------------|
| (1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with TCEQ regulations and the provisions of the District's Rate Order. | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester. | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply. | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) No pipe, pipe fitting, plumbing fitting or fixture which contains more than a weighted average of 0.25% lead exists in private plumbing facilities installed on or after January 4, 2014. | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988. | <input type="checkbox"/> | <input type="checkbox"/> |

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service line	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become an official record of Fort Bend County Municipal Utility District No. 142 and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for recordkeeping purposes.

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT 142

DISTRICT IDENTIFICATION NO. _____
 MAILING ADDRESS: _____
 CONTACT PERSON: _____
 LOCATION OF SERVICE: _____

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- | | |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Reduced Pressure Principle-Detector |
| <input type="checkbox"/> Double Check Valve | <input type="checkbox"/> Double Check-Detector |
| <input type="checkbox"/> Pressure Vacuum Breaker | <input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker |

Manufacturer: _____ Size: _____
 Model Number: _____ Located At: _____
 Serial Number: _____

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ___ psid Did not Open <input type="checkbox"/>	_____ psid Leaked <input type="checkbox"/>
Initial Test	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ___ psid Did not open <input type="checkbox"/>		
Repairs and Materials Used					
Test After Repair	Held at ___ psid Closed Tight <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/>	Opened at ___ psid	Opened at ___ psid	_____ psid

Testing gauge used: Make/Model: _____ SN: _____ Calibration Date: _____
 Remarks: _____

The above is certified to be true at the time of testing.

Firm Name: _____ Certified Tester: _____
 Firm Address: _____ Cert. Tester No.: _____
 Firm Phone No.: _____

Date: _____

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR THE CURRENT SUPPORT SERVICES FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. for professional surveying services for the current support services facility in the amount of \$16,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

Professional surveying services will include survey of existing grading, existing structures and underground utilities at the current support services site. This work is crucial in the design and construction of the current support services facility.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 8, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services on a portion of the Maintenance and Operations Facility
Lamar Consolidated High School Campus
J. W. Moore Survey, Abstract 61
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey on a portion of the Maintenance and Operations Facility at the L.C.H.S. campus on Avenue I and East Stadium Drive, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by Vanir | Rice & Gardner. We will survey in the location of all the buildings within the Project Site, finish floor elevations at all doorways, and ground elevations at a grid interval of 25-feet in areas that are accessible. Additionally we will locate visible utilities based upon available above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site.

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

Project Fee

The fee for these services is \$16,000.00.

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

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

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

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

Date

Name (Printed)

Phone Number

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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



Supply topo elevations at a grid of 25' on center and top of slab at entrances with benchmark.

236

Lane Dr

**CONSIDER APPROVAL OF MOVE CONTRACTOR FOR FULSHEAR HIGH
AND LEAMAN JUNIOR HIGH**

RECOMMENDATION:

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

IMPACT/RATIONALE:

The 2011 Bond Referendum, included the construction of the new Fulshear High and the new Leaman Junior High. This contract will move the teachers who are transferring to the new schools. Lamar CISD can go directly to A-Rocket Moving and Storage, Inc. since the District is a member of the Choice Partners purchasing cooperative.

PROGRAM DESCRIPTION:

Upon approval A-Rocket will begin to move the teachers' items to their new classrooms.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



July 12, 2016

Brian Dark, Project Manager
Gilbane Building Company
1313 Lamar, Ste. 1170
Houston, TX 77010

Subject: Lamar CISD Relocation Quote

Thank you for allowing A-Rocket the opportunity to provide you with this quote relocate teachers to various schools

<i>Teacher Relocation (2 days @ 8 hrs).....</i>	<i>\$2,934.00</i>
<i>Fuel Surcharge.....</i>	<i>\$50.00</i>

Estimate Total.....\$2,984.00

Our proposal will include personnel, equipment, and materials to complete your project in a timely manner.

Our quote includes standard liability which is sixty cents (.60) per pound per article. We can provide Full Replacement or Depreciation Coverage at \$7.50 per thousand dollar (\$1,000.00) value with a \$250.00 deductible.

Should you have any questions, please don't hesitate to call.

**CONSIDER APPROVAL OF STUDENT ACCIDENT INSURANCE
FOR LAMAR CISD**

RECOMMENDATION:

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

IMPACT/RATIONALE:

This company has provided the District's Accident coverage since 2011. This company has consistently provided outstanding customer service to the Athletic Department by preparing athletic trainers in the area of assisting parents with claims processing. Unlike other insurance coverage, student athletic coverage varies from company to company, and changing insurance companies creates an opportunity for uncovered losses.

This recommendation is based on the benefits provided to the student participants, the area physicians available in the program and the premium cost to the District. There is a \$10,000 decrease in premium for 2016-2017 from the current premium of \$159,000 to \$148,000. This company was selected because of the No Balance Billing benefit provided by the physician's group most frequently utilized by the students of Lamar CISD. No Balance Billing provides acceptance of all insurance benefits available without billing any overage to the participants.

Either party may provide a 30 day advance written notice of intent to cancel prior to the annual term. At the end of the each policy term, policies may be renewable by mutual consent of the District Administration and Greater East Texas Insurance Company.


PROGRAM DESCRIPTION:

This insurance provides coverage to students injured in District University interscholastic League (UIL) activities. Parents can also purchase voluntary coverage for activities outside of the District.

The District initiated the RFP 29-2016RR as the method of procuring proposals through advertisements and emails. Five agents prepared and submitted proposals.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer.
 Robert Reim, Consultant, Robert V. Reim Company
 Trudy Harris, Assistant Director of Employee Svcs. /Risk Mgmt.

Recommended for approval:


Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF APPRAISAL CALENDAR
FOR THE 2016–2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the appraisal calendar for the 2016-2017 school year as presented.

IMPACT/RATIONALE:

According to Education Code §21.351 and the corresponding administrative code, TAC §150.1003 (d), each school district shall establish a calendar for teacher appraisals during the required days of instruction for students during one school year. The appraisal calendar shall:

1. Exclude observations in the two weeks following the day of completion of the T-TESS orientation in the school years when an orientation is required, as described in §150.1006 of this title; and
2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

PROGRAM DESCRIPTION:

See attached calendar for appraisal dates. For the 2016-2017 school year, one appraisal calendar is being presented.

Submitted by: Dr. Kathleen Bowen, Chief Human Resources Officer
 Christine Muzik, Assistant Director of Staffing & Records Management

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

APPRAISAL CALENDAR

Observations are excluded on highlighted dates.

IMPORTANT DATES

AUGUST 26

TTESS orientation must be complete.
Note: for late hires orientation must be completed within three weeks of the first date of employment.

SEPTEMBER 12

TTESS observations may begin.

OCTOBER 7

Last day for teachers to submit Goal-Setting and Professional Development Plan (GSPDP).

APRIL 10

Teachers begin GSPDP reflections which must be submitted to the appraiser prior to the end of year conference.

APRIL 27

Last day for TTESS observations.

MAY 10

Last day to conduct end of year conferences.

JUNE 1

All appraisal documents must be finalized.

2016-2017

JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24 31	25	26	27	28	29

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24 31	25	26	27	28	29

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE



**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2016-2017 appraiser(s) who have recently become certified or are new to Lamar CISD.

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 Lamar CISD or have recently become certified as appraisers for the 2016-2017 school year.

Channon Almendarez
Crystal Coronel
Derek Johnk
Sharyn Kitto

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2016-17 budget. Legislative topics and the status of budget development will be discussed.

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

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF JUNE 30, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of June 30, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through June 30, 2016, LCISD had collected 98.7 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
June 2016**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 589,369.04	\$ 68,640.47	\$ 10,281.62	\$ 668,291.13	\$ 440,972.14	\$ 61,639.03	\$ 148,396.90	\$ 17,283.06
14	\$ 356,739.93	\$ 13,188.72	\$ 11,481.19	\$ 381,409.84	\$ 266,916.51	\$ 21,349.13	\$ 89,823.42	\$ 3,320.78
13	\$ 45,746.55	\$ 4,287.21	\$ 2,901.72	\$ 52,935.48	\$ 34,228.08	\$ 6,109.46	\$ 11,518.47	\$ 1,079.47
12	\$ 32,362.99	\$ 1,578.10	\$ 869.53	\$ 34,810.62	\$ 24,214.35	\$ 2,050.30	\$ 8,148.64	\$ 397.33
11	\$ 32,322.24	\$ 2,182.99	\$ 1,247.60	\$ 35,752.83	\$ 23,718.74	\$ 2,849.53	\$ 8,603.50	\$ 581.06
10	\$ 17,718.35	\$ 2,028.19	\$ 1,045.76	\$ 20,792.30	\$ 13,245.11	\$ 2,561.92	\$ 4,473.24	\$ 512.03
09	\$ 191.40	\$ 169.61	\$ 72.20	\$ 433.21	\$ 154.87	\$ 209.41	\$ 36.53	\$ 32.40
08	\$ 253.98	\$ 251.98	\$ 100.62	\$ 606.58	\$ 211.98	\$ 311.03	\$ 42.00	\$ 41.57
07	\$ 638.12	\$ 696.84	\$ 181.92	\$ 1,516.88	\$ 491.76	\$ 718.96	\$ 146.36	\$ 159.80
06	\$ 454.08	\$ 548.41	\$ 141.89	\$ 1,144.38	\$ 390.25	\$ 613.20	\$ 63.83	\$ 77.10
05	\$ 77.69	\$ 106.33	\$ 36.80	\$ 220.82	\$ 68.65	\$ 130.76	\$ 9.04	\$ 12.37
04	\$ 278.92	\$ 413.52	\$ 138.49	\$ 830.93	\$ 246.45	\$ 503.88	\$ 32.47	\$ 48.13
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 447.63	\$ 1,092.58	\$ 231.03	\$ 1,771.24	\$ 422.29	\$ 1,261.75	\$ 25.34	\$ 61.86
95	\$ 236.31	\$ 604.95	\$ 126.19	\$ 967.45	\$ 232.54	\$ 721.50	\$ 3.77	\$ 9.64
94	\$ 165.90	\$ 444.61	\$ 91.58	\$ 702.09	\$ 165.90	\$ 536.19	\$ -	\$ -
93	\$ 110.99	\$ 310.77	\$ 63.27	\$ 485.03	\$ 110.99	\$ 374.04	\$ -	\$ -
92	\$ 14.52	\$ 42.40	\$ 8.54	\$ 65.46	\$ 14.52	\$ 50.94	\$ -	\$ -
91	\$ 194.10	\$ 590.08	\$ 117.63	\$ 901.81	\$ 181.78	\$ 670.27	\$ 12.32	\$ 37.44
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,077,322.74	\$ 97,177.76	\$ 29,137.58	\$ 1,203,638.08	\$ 805,986.91	\$ 102,661.30	\$ 271,335.83	\$ 23,654.04

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 6/30/2016
15	\$ 173,016,529.71	\$ 6,540,180.43	\$ 179,556,710.14	\$ 177,231,658.53	\$ 706,900.69	\$ 185,750.04	\$ 178,124,309.26	\$ 2,325,051.61
14	\$ 1,578,079.69	\$ 115,044.68	\$ 1,693,124.37	\$ 1,129,806.77	\$ 163,609.42	\$ 163,840.46	\$ 1,457,256.65	\$ 563,317.60
13	\$ 759,119.83	\$ (104,354.71)	\$ 654,765.12	\$ 304,335.85	\$ 47,625.93	\$ 32,668.30	\$ 384,630.08	\$ 350,429.27
12	\$ 693,023.94	\$ (148,145.33)	\$ 544,878.61	\$ 228,916.95	\$ 20,466.44	\$ 11,055.15	\$ 260,438.54	\$ 315,961.66
11	\$ 631,556.26	\$ (154,027.64)	\$ 477,528.62	\$ 207,219.31	\$ 13,981.47	\$ 7,409.49	\$ 228,610.27	\$ 270,309.31
10	\$ 605,391.03	\$ (283,459.67)	\$ 321,931.36	\$ 91,101.62	\$ 8,221.45	\$ 4,761.40	\$ 104,084.47	\$ 230,829.74
09	\$ 581,353.50	\$ (334,284.69)	\$ 247,068.81	\$ 65,218.40	\$ 6,254.98	\$ 2,751.36	\$ 74,224.74	\$ 181,850.41
08	\$ 587,734.40	\$ (410,763.81)	\$ 176,970.59	\$ 8,537.03	\$ 6,128.02	\$ 2,157.75	\$ 16,822.80	\$ 168,433.56
07	\$ 191,892.59	\$ (813.63)	\$ 191,078.96	\$ 5,736.20	\$ 4,263.94	\$ 1,079.09	\$ 11,079.23	\$ 185,342.76
06	\$ 127,543.57	\$ (19,120.96)	\$ 108,422.61	\$ 7,502.37	\$ 6,494.96	\$ 2,075.19	\$ 16,072.52	\$ 100,920.24
05	\$ 142,756.89	\$ (2,177.73)	\$ 140,579.16	\$ 3,767.55	\$ 4,704.20	\$ 1,607.83	\$ 10,079.58	\$ 136,811.61
04	\$ 65,622.10	\$ (2,519.91)	\$ 63,102.19	\$ 2,464.12	\$ 3,452.59	\$ 1,181.21	\$ 7,097.92	\$ 60,638.07
03	\$ 48,382.85	\$ (884.69)	\$ 47,498.16	\$ 1,654.30	\$ 2,519.44	\$ 625.80	\$ 4,799.54	\$ 45,843.86
02	\$ 32,774.61	\$ (892.92)	\$ 31,881.69	\$ 669.71	\$ 1,080.44	\$ 251.31	\$ 2,001.46	\$ 31,211.98
01	\$ 30,373.59	\$ (952.43)	\$ 29,421.16	\$ 700.79	\$ 1,168.36	\$ 257.10	\$ 2,126.25	\$ 28,720.37
00	\$ 26,210.82	\$ (119.72)	\$ 26,091.10	\$ 653.86	\$ 1,233.67	\$ 282.83	\$ 2,170.36	\$ 25,437.24
99	\$ 27,765.44	\$ (102.65)	\$ 27,662.79	\$ 1,165.78	\$ 2,373.57	\$ 530.89	\$ 4,070.24	\$ 26,497.01
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,142.99	\$ 2,440.07	\$ 537.46	\$ 4,120.52	\$ 18,175.71
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 707.96	\$ 1,590.70	\$ 344.80	\$ 2,643.46	\$ 16,608.50
96	\$ 16,372.69	\$ (5,792.67)	\$ 10,580.02	\$ 1,094.40	\$ 2,620.20	\$ 557.18	\$ 4,271.78	\$ 9,485.62
95	\$ 8,069.69	\$ (1,671.22)	\$ 6,398.47	\$ 1,077.95	\$ 2,699.70	\$ 566.65	\$ 4,344.30	\$ 5,320.52
94	\$ 5,144.31	\$ (538.75)	\$ 4,605.56	\$ 458.32	\$ 1,207.91	\$ 249.93	\$ 1,916.16	\$ 4,147.24
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ 110.99	\$ 310.77	\$ 63.27	\$ 485.03	\$ 2,528.03
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 53.05	\$ 56.66	\$ 16.46	\$ 126.17	\$ 3,770.58
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,505.12	\$ 4,571.71	\$ 911.52	\$ 6,988.35	\$ 9,761.46
Totals	\$179,230,061.90	\$ 5,184,601.98	\$184,414,663.88	\$ 179,297,259.92	\$1,015,977.29	\$421,532.47	\$180,734,769.68	\$5,117,403.96

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

MONTH	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG		99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2015-16 TAX COLLECTIONS
AS OF JUNE 30, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 6/30/2016	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$177,231,659	100.75%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$2,065,601	96.07%
TOTAL		\$178,070,949	\$179,297,260	100.69%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JUNE 30, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
COLLECTION YEAR						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 177,231,659
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,540,180
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,129,807	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 115,045	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 304,336		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (104,355)		
4 Collections	\$ 199,270	\$ 308,264	\$ 228,917			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (148,145)			
5 Collections	\$ 268,598	\$ 207,219				
Adj. To Roll	\$ 527,967	\$ (154,028)				
6 Collections	\$ 91,102					
Adj. To Roll	\$ (283,460)					
TOTAL:						
COLLECTIONS	\$ 134,024,863	\$ 137,835,786	\$ 141,844,952	\$ 149,264,424	\$ 161,350,235	\$ 177,231,659
ADJUSTED TAX ROLL	\$ 134,255,691	\$ 138,106,094	\$ 142,160,913	\$ 149,614,853	\$ 161,913,552	\$ 179,556,710
BALANCE TO BE COLLECTED	\$ 230,828	\$ 270,309	\$ 315,961	\$ 350,429	\$ 563,318	\$ 2,325,052
ADJ. TAXABLE VALUE	\$ 9,838,825,312	\$ 9,935,332,861	\$ 10,227,035,948	\$ 10,763,271,316	\$ 11,648,038,003	\$ 12,917,284,280
TOTAL % COLLECTIONS AS OF JUNE 30, 2016	99.8%	99.8%	99.8%	99.8%	99.7%	98.7%
TAX RATE	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

ACI (Lindsey Elementary)	Application # 1	\$	11,250.00
A-Rocket (Bentley Elementary)	Application # 1	\$	1,125.00
A-Rocket (Fulshear HS)	Application # 1	\$	480.00
A-Rocket (Leaman JHS)	Application # 1	\$	1,125.00
A-Rocket (Leaman JHS)	Application # 2	\$	1,311.00
Drymalla Construction (Fulshear HS)	Application # 25	\$	960,986.75
Drymalla Construction (Leaman JHS)	Application # 25	\$	216,866.00
Drymalla Construction (Lindsey Elementary)	Application # 1	\$	212,915.90
Gamma Construction (Bentley Elementary)	Application # 8	\$	470,421.00
Gilbane (2011 Bond Program)	Application # 50	\$	93,937.00
PBK Architects (Bentley Elementary)	Application # 7	\$	6,737.27
PBK Architects (Fulshear HS)	Application # 18	\$	36,692.77
PBK Architects (Leaman JHS)	Application # 16	\$	19,647.32

PBK Architects (Lindsey Elementary - Reimbursables)	Application # 2	\$	10,842.03
PBK Architects (Transportation Satellite)	Application # 7	\$	4,354.10
PBK Architects (Transportation Satellite - Reimbursables)	Application # 3	\$	10,563.02
Terracon (Bentley Elementary)	Application # 6	\$	1,649.00
Terracon (Bentley Elementary)	Application # 7	\$	1,455.00
Terracon (Leaman JHS)	Application # 14	\$	15,026.50
Terracon (Lindsey Elementary)	Application # 1	\$	3,059.00
Terracon (Traylor Stadium)	Application # 4	\$	535.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 11	\$	207,622.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicate actions that have taken place since the last regular board meeting.

Work Request Summary for June, 2016:

- The Department completed 1,052 requests
- The Department received 97 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Painting the exterior of Foster High
- Preparing to paint the interior of Austin Elementary
- Preparing to paint the interior of Huggins Elementary
- Beginning the repairs and renovation on the portable building at Terry High
- Replace the carpet in the library at Campbell Elementary
- Completing the French drain project at Campbell Elementary
- Installing plywood and cove base under the cabinet in a classroom at Terry High
- Repairing and moving cabinets and installing cove base in a classroom at George Junior High
- Removing broken hooks from the curtain rods and installing new ones on the stage in the cafeteria at Reading Junior High
- Installing a white board in a classroom at George Junior High
- Repairing the vinyl in the hallway by the bus ramp exit at Hubenak Elementary
- Securing a pencil sharpener to the wall in a classroom at Hubenak Elementary
- Installing a keyboard tray in a classroom at Hubenak Elementary
- Performing the quarterly preventative maintenance on the gate at Jane Long Elementary
- Installing a light fixture diffuser and bulbs at Common Threads
- Repainting the walls in the hallway and in the front office at Jane Long Elementary
- Installing a paper towel dispenser in the restroom at Huggins Elementary
- Covering the shelves with plastic in the library at Campbell Elementary
- Painting stars on the sidewalk at McNeill Elementary
- Tightening the lavatory carrier arms in the girls restroom at Travis Elementary
- Removing a drinking fountain from Lamar Junior High
- Replacing an electrical conduit in the gym at George Junior High
- Replacing the electrical breaker on the air handler unit at Williams Elementary

- Reprogramming the intercom bell system at Navarro Middle
- Repairing the intercom system at Seguin Early Childhood Center
- Removing a broken key from the freezer lock in the kitchen at Velasquez Elementary
- Replacing the fire alarm system horn strobe at the Lamar Consolidated Natatorium
- Replacing the fire alarm system smoke detector at Williams Elementary
- Repairing a window at Bowie Elementary
- Repairing the outside wall lighting at Foster High
- Repairing the lights on the girls gym at Terry High
- Replacing batteries on the fire alarm systems at the following schools:
 - Lamar Consolidated High
 - Huggins Elementary
 - Terry High
 - Foster High
 - Jane Long Elementary
 - Briscoe Junior High
- Replacing window glass at Williams Elementary
- Installing door pulls in multiple classrooms throughout Terry High
- Removing excess carpet from Campbell Elementary
- Replacing the furniture in the library at Campbell Elementary
- Replacing lights in the fixtures at Maintenance and Operations
- Hanging a white board in the office at the Development Center
- Repainting the exterior doors of Seguin Early Childhood Center
- Replacing the keyboard tray in the clinic at Taylor Ray Elementary
- Repairing trim around the window of a portable building at Hubenak Elementary
- Replacing ceiling tiles in a classroom at Foster High
- Installing a new diffuser in a light fixture in the hallway at Foster High
- Cleaning light fixtures in the hallway and gym at Jackson Elementary
- Securing the bottom board of the bleachers with new bolts in the gym at Briscoe Junior High
- Cleaning the French drain at Velasquez Elementary
- Repairing a hole in the wall in the cafeteria at Austin Elementary
- Moving shelves from one classroom to another at Frost Elementary
- Cleaning the ice machine in the teacher's lounge at Adolphus Elementary
- Replacing cove base in a classroom at Terry High
- Repairing the ceiling grid in a portable building at Hubenak Elementary
- Replacing window blinds in a classroom at Foster High
- Installing white boards and cork boards in a classroom at Lamar Consolidated High
- Replacing the latch on a stall in the girls restroom at Hubenak Elementary

Energy Management

Energy assisted by:

- Sending the purchase order to the contractor for the control package for food service kitchens
- Beginning to schedule the installation of the computer drops
- Receiving the final pricing proposal for the JCI Controls upgrade
- Requesting purchase orders to begin the project
- Purchasing a new server for the installation of the control upgrades
- Reviewing plans with Vanir, Rice and Gardner for the Bond Control Projects
- Discussing the transition with the new HVAC contractor and scheduling their start date for July 1, 2016
- Performing the annual test to check notification status and response time for our Demand Response Provider, MP2
- Addressing humidity issues in the band hall at George Junior High
- Trending temperature/humidity and making adjustments to correct the issue at George Junior High
- Purchasing the new server for the controls upgrades
- Attending the ag barn drawing meeting
- Attending the design meeting for the Lamar Consolidated High and Terry High band halls
- Attending the pool meeting
- Creating a weekly “event” report to be produced each Sunday

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Deep scrubbing in the showers at Reading Junior High
- Removing furniture from the classrooms for summer cleaning at George Ranch High
- Prepping the kindergarten area for carpet extraction at Adolphus Elementary
- Cleaning the light lens covers at Arredondo Elementary
- Moving furniture and deep cleaning at McNeill Elementary
- Cleaning walls and light fixtures at Meyer Elementary
- Extracting carpets in the portable buildings at Bowie Elementary
- Deep cleaning in the science wing at Terry High
- Deep cleaning the kindergarten area at Hubenak Elementary
- High dusting the classrooms at Pink Elementary
- Removing bees from Navarro Middle
- Removing wasps from Huggins Elementary and Williams Elementary

- Assisting The Bug Man in providing pest control district-wide
- Mowing at all of the high school athletic fields
- Leveling the dirt around the portable buildings at Huggins Elementary
- Delivering kiddie cushion to Meyer Elementary and Bowie Elementary
- Trimming trees district-wide
- Deep cleaning on the south side of the building at Meyer Elementary
- Completing the summer cleaning of the portable buildings at Beasley Elementary
- Deep cleaning classrooms at Huggins Elementary
- Scrubbing the VCT flooring and laying floor finish at Leaman Junior High
- Extracting carpets in the 1st and 2nd grade pods at Hutchison Elementary
- Deep cleaning in the 2nd floor classrooms at Reading Junior High
- Completing the deep cleaning and carpet extraction throughout the school at Velasquez Elementary
- Scrubbing walls and extracting carpets throughout the kindergarten area at Dickinson Elementary
- Completing the summer cleaning of the kindergarten area, music room and counselor's office at Campbell Elementary
- Deep cleaning and scrubbing floors throughout the school at George Ranch High
- Extracting carpets in the 4th and 5th grade areas at Adolphus Elementary
- Checking and clearing storm drains district-wide
- Deep cleaning of offices and science rooms at Wertheimer Middle
- Extracting carpets at Jackson Elementary
- Deep cleaning and extracting carpets in the kindergarten area at McNeill Elementary
- Scrubbing floors and laying floor finish at Leaman Junior High and Fulshear High
- Extracting carpets in the 3rd and 4th grade areas of Campbell Elementary
- Deep cleaning and extracting carpets in the 1st and 2nd grade areas at Austin Elementary
- Scrubbing floors and laying finish in the cafeteria at Williams Elementary
- Extracting carpets throughout the school at Hutchison Elementary
- Removing bats from Campbell Elementary
- Providing ant control at Seguin Early Childhood Center
- Removing raccoons from the Ag Barn

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



**Monthly Report
2011 Bond Program**

**11.A.#5a. – PLANNING
BOARD REPORT
JULY 21, 2016**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	11,594,559.79	12,391,259.72	171,248,504.49
EXISTING FACILITIES	23,734,459.00	146,331.95	4,778,974.62	18,808,460.67
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	124,158.25	2,358,577.31	3,683,328.51
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,159,215.00</u>	<u>11,869,649.99</u>	<u>20,366,010.84</u>	<u>201,921,461.48</u>



Fulshear HS



Dean Leaman JHS



Field House



Competition Football Field

Current 2011 Bond Program Projects:

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, & Sitework :

(Refer to Design Development booklet for floor plans)

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

- ❖ Substantial Completion issued July 1, 2016.
- ❖ Final punch list items are ongoing and near completion.
- ❖ Fire Marshall and Health Department Final Inspections are complete and accepted.
- ❖ Security Cameras are operational and monitored.
- ❖ Furniture is being assembled and is ongoing.
- ❖ Track surfacing is complete.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, and press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete, bleachers, and press box is installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding and hydro-mulch is complete.
- ❖ Parking and Fire Lane striping is 99% complete. The parking lot space numbering is all that remains.
- ❖ Bois D'Arc Road has been inspected and documents have been submitted to the City.
- ❖ Detention pond work is complete.

Fieldhouse

- ❖ Weight room floors are currently being installed.
- ❖ All lockers are installed.
- ❖ Restroom partitions and accessories are complete.

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



Ag Barn #2 is a new 15,600 sf facility located on FM 359.

New AG Barn #2:

- ❖ Construction documents are complete and have been issued for proposals due on July 26, 2016.
- ❖ Plat has been approved by City of Houston Planning and will be presented to City Council next month.



Adolphus Elementary

2011 Bond Closed Projects:

Adolphus Elementary

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

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



Ag Barn renovations

Agricultural Barn Renovations

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

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



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

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

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



Polly Ryon Middle School

Polly Ryon Middle School

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

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

Traylor Stadium Track & Turf

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

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



Traylor Stadium Track & Turf

District Competition Natatorium

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

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



BF Terry High School

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

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

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

George Junior High School



Lamar Consolidated High School

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

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



Bowie Elementary School

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

Uncommitted funds as of May1, 2016: \$13,575.35



Jackson Elementary School

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

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

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

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



Alternative Learning Center

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

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

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



Austin Elementary School

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

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



Foster High School

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

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

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

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



Lamar High School

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

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

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

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



Travis Elementary School

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

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

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

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



Arredondo Elementary School

Arredondo Elementary School (Richmond TX):

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



Traylor Stadium

The Traylor Stadium:

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



Meyer Elementary

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

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

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

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



Navarro MS

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

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



Dickinson Elementary

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

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

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

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



Seguin Early Childhood Center

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

2011 Bond Program Master Schedule



Bond Projects	Project Budget	Phase 1 Funding												Phase 2 Funding																
		2011			2012			2013			2014			2015			2016			2017										
		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
New Elementary Schools																														
Adolphus Elementary	\$ 15,710,070																													
Arredondo Elementary	\$ 18,738,620																													
New Middle/ Jr High Schools																														
Polly Ryon Middle School	\$ 15,455,109																													
Leaman Junior High	\$ 41,386,418																													
New High School																														
Fulshear High School	\$ 82,201,089																													
New Support Facilities																														
Natorium	\$ 13,014,256																													
Satellite Transportation Phase 2	\$ 3,599,370																													
CTE - New Ag Barn	\$ 3,316,295																													
Lamar HS Baseball/Softball	(Funded from 06)																													
Existing Facilities																														
GRHS Shell Build-Out	\$ 2,509,191																													
Traylor Stadium Improvements	\$ 3,033,608																													
Traylor Stadium - Track & Turf	\$ 980,560																													
Austin Elementary	\$ 816,000																													
Dickinson Elementary	\$ 108,000																													
Huggins Elementary	\$ 480,000																													
Pink Elementary	\$ 48,000																													
Seguin Elementary	\$ 940,800																													
Williams Elementary	\$ 312,900																													
Bowie Elementary	\$ 366,000																													
Cambell Elementary	\$ 42,000																													
Frost Elementary	\$ 66,000																													
Jackson Elementary	\$ 1,440,000																													
Meyer Elementary	\$ 540,000																													
Travis Elementary	\$ 1,237,200																													
Beasley Elementary	\$ 150,000																													
Taylor Ray Elementary	\$ 402,000																													
Smith Elementary	\$ 18,000																													
Navarro Middle School	\$ 247,200																													
Wessendorff Middle School	\$ 64,800																													
George Junior High School	\$ 2,671,800																													
George Junior High School - CTE	\$ 95,000																													
Lamar Junior High School	\$ 192,000																													
Foster High School - CTE	\$ 255,000																													
Lamar Consolidated High School	\$ 576,000																													
Lamar Consolidated - CTE	\$ 225,000																													
Terry High School	\$ 2,117,040																													
Terry High School - CTE	\$ 1,900,000																													
Alternative Learning Center	\$ 1,124,400																													
ALC - CTE	\$ 275,000																													
Agriculture Barn	\$ 558,256																													
Total Construction	\$ 217,212,982																													
Other Programs																														
Land Purchase	\$ 2,700,000																													
Technology	\$ 21,168,000																													
Transportation	\$ 6,100,779																													
Miscellaneous	\$ 1,977,454																													
Total Bond Program	\$ 249,159,215																													

264

LEGEND

- Funding
- Land Purch.
- Design
- Bid & Award
- Construction
- Close-Out

District Map and Directory

www.lcisd.org

HIGH SCHOOLS

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

JUNIOR HIGH SCHOOLS

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

MIDDLE SCHOOLS

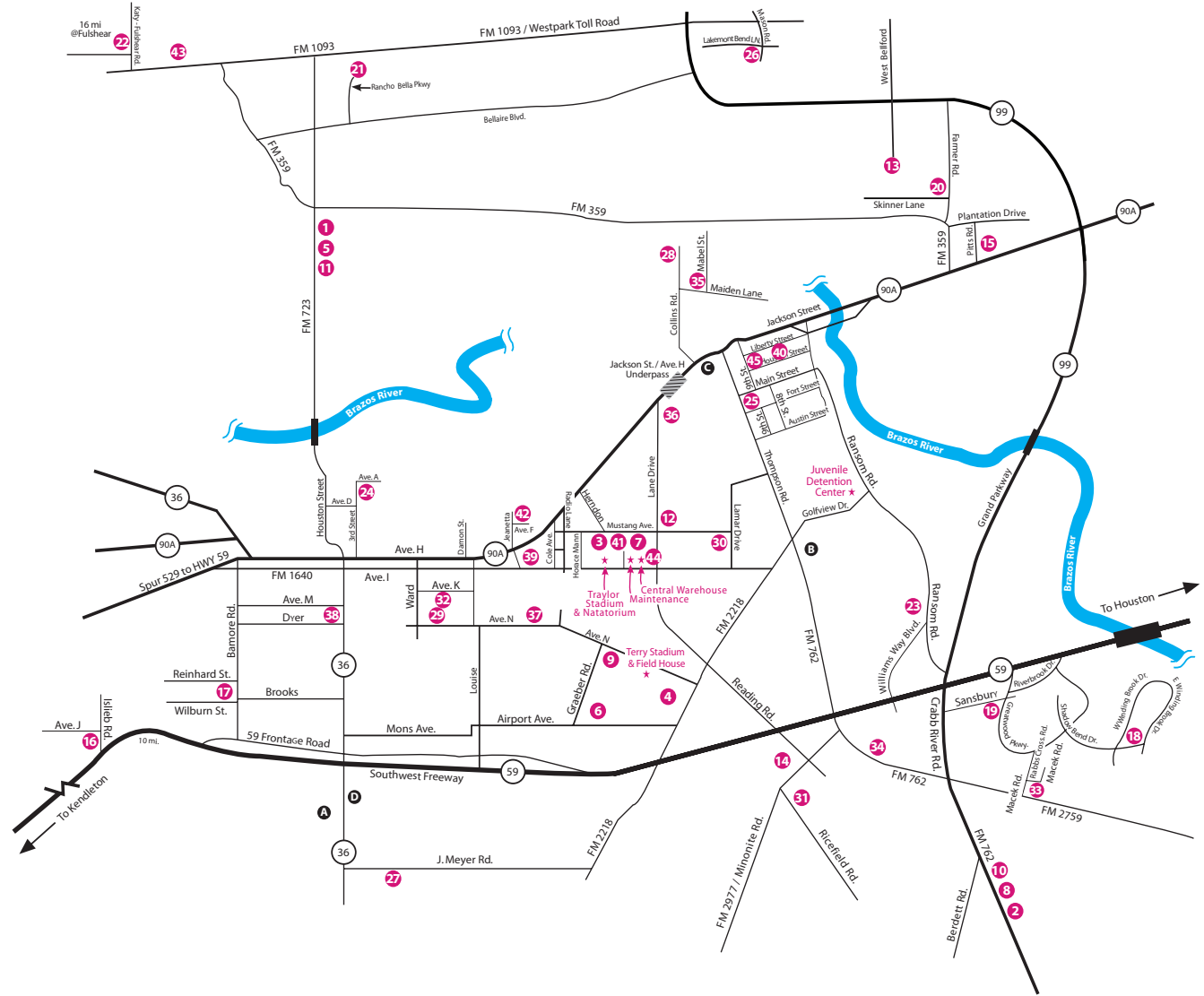
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

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

DISTRICT FACILITIES/SPECIAL SITES

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



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	19,577,553.00	2,432,502.00	5,183,514.89	22,010,055.00
Chiller Replacement	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00
Kathleen Joergel Lindsey Elementary (#25)	23,770,861.00	19,751,345.00	4,019,516.00	1,198,214.53	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	336,683.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	33,539.00	990,000.00
Huggins Elementary School	700,000.00	22,210.00	677,790.00	0.00	700,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	7,715.00	1,056,000.00
LCHS Band Hall	700,000.00	36,830.00	663,170.00	30,000.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	508,896.00	547,104.00	108,960.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	26,400.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	26,400.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	26,391.00	8,855,872.00
Support Services Center	12,146,000.00	589,690.00	11,556,310.00	560,505.00	12,146,000.00
THS Band Hall	700,000.00	37,310.00	662,690.00	30,000.00	700,000.00
THS Baseball	975,000.00	60,830.00	914,170.00	26,000.00	975,000.00
Sub Total - Bond Sale 1	117,670,936.00	43,193,094.00	73,677,842.00	7,623,572.42	116,870,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
Fulshear 6th Grade School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	198,816,034.00	46,459,590.00	151,556,444.00	7,623,572.42	198,016,034.00

PROGRAM OVERVIEW

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

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

Accomplishments This Month:

- First foundation piers have been drilled at Lindsey Elementary School.
- Replaced failed piping at Pink Elementary School.
- Revised and updated architect agreements.
- Coordinated the summer teacher moves at Hubenak/Bentley Elementary Schools.
- Updated the 2014 Bond cash flow analysis.
- Developed the concept design for the new prototype elementary school.

BENTLEY ELEMENTARY SCHOOL



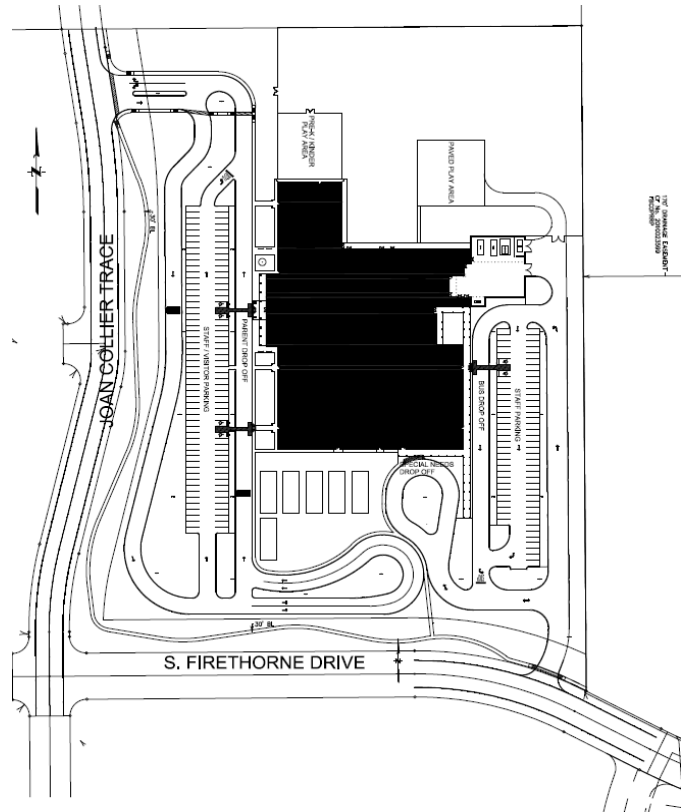
OVERVIEW

- Improved weather has allowed for accelerated progress.
- Grade beam placement is approximately 90% complete.
- Hollow core floor planks are 80% in place.
- Erection of steel framing is approximately 40% complete. Roof panels have been delivered to the site and placement has begun.
- Primary mechanical equipment has arrived on-site.
- Comments have been received from TxDOT for FM 359 improvements and responses have been submitted for final approval.
- As of 6/30/16, the construction contract is approximately 27% complete.

SCHEDULE MILESTONES

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

LINDSEY ELEMENTARY SCHOOL



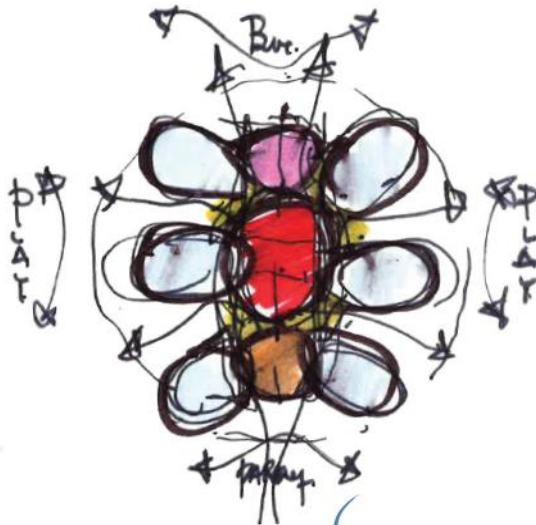
SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

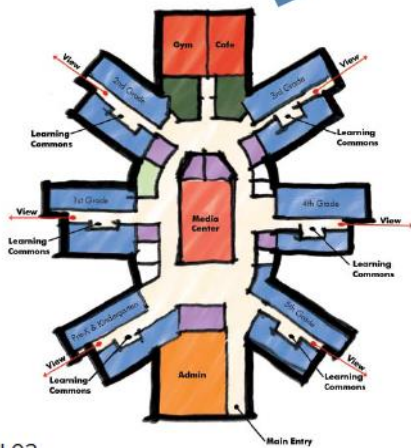
OVERVIEW

- The project office is on-site and the entire site has been fenced.
- Clearing and grubbing of the site is complete.
- Submittals are approximately 20% complete.
- Piers are complete under the building pad.
- Underground utilities are approximately 20% complete.
- The project is 8% complete.

NEW ELEMENTARY SCHOOLS #26 & #27



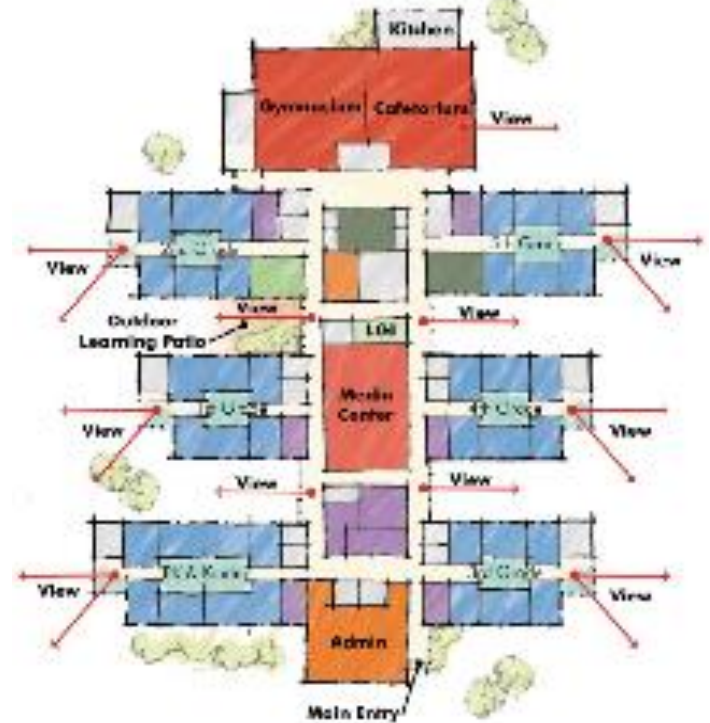
SKETCH 02



SKETCH 03

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: Third Quarter 2018



OVERVIEW

- A concept design has been developed using a “Design Charrette” process with the Building Committee. Committee participation was robust.
- Refinement of the Design concept is progressing. VLK Architects has presented schematic designs to the building committee. Comments are being incorporated to the design for further review.
- Sites have not yet been identified for these schools.

PINK ELEMENTARY SCHOOL



SCHEDULE MILESTONES

Phase 1 – Plumbing Repairs and Exterior Building Repairs for Water Intrusion

- Current Phase: Construction
- Construction Start: June 2016
- Construction Completion: August 2016

Phase 2 – Crack Repairs

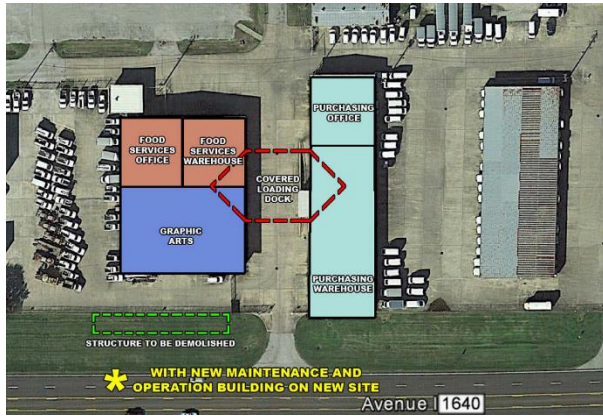
- Current Phase: Design Development
- Construction Start: June 2017
- Construction Completion: August 2017

OVERVIEW

Pink Elementary School Repairs

- Work to repair Pink Elementary School will be broken into two phases:
- Phase 1 - Plumbing repairs and replacement of caulking around the exterior of the building are in progress.
- Phase 2 will repair the cracks in interior walls, adjust ceilings, adjust doors that need alignment and re-level some floor areas.

SUPPORT SERVICES CENTER



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

SCHEDULE MILESTONES

Phase 1 – New Maintenance Facility

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 1st Quarter 2018

Phase 2 – Renovate Existing Facilities

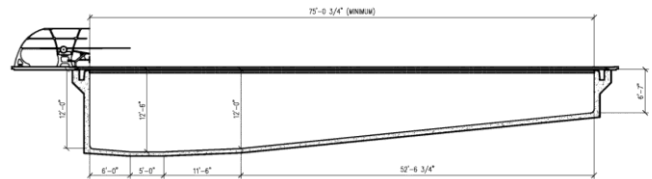
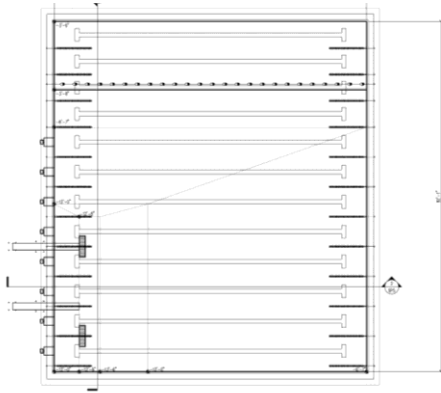
- Construction Start: 2nd Quarter 2018
- Construction Completion: 4th Quarter 2018

OVERVIEW

- Phase 1, Maintenance and Operations will be constructed on the new site.
- Phase 2, existing structures currently housing M&O, Purchasing and Food Service will be renovated. A new dock area and enclosed link will be constructed between the two existing buildings enhancing access and providing additional parking for the football stadium.
- Schematic Design is currently in the review process.

PRACTICE POOLS

George Ranch High School
Foster High School
Fulshear High School



SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018

OVERVIEW

- The Schematic Design phase has begun.
- A full depth 8th competition lane is being incorporated into the design.
- Diving wells are being designed to a schematic level and priced to determine additional cost for construction.
- Exterior building elevations are being refined to blend with the high school campus.
- MEP systems are being designed.

BASEBALL COMPLEX RENOVATIONS

Terry High School



OVERVIEW

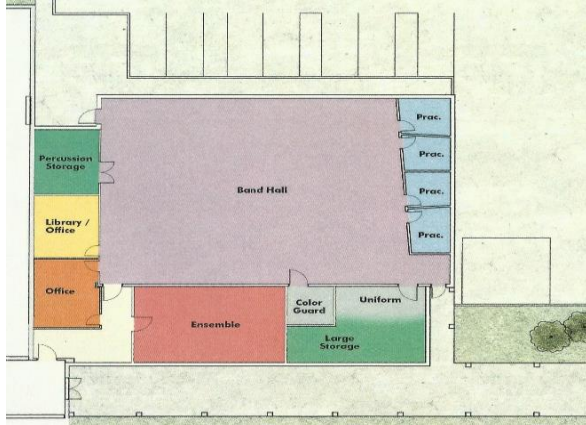
- Building Committee has continued to meet to finalize the scope of the work.
- Conceptual design and cost breakdown has been reviewed by the Building Committee.
- Scope will include new baseball and softball dugouts, new backstop netting, new concessions/ticketing/restroom building, new softball press box and new paving.
- The prioritization of the Baseball/Softball complex improvements has been ongoing and will require some work to be provided through Maintenance & Operations.

SCHEDULE MILESTONES

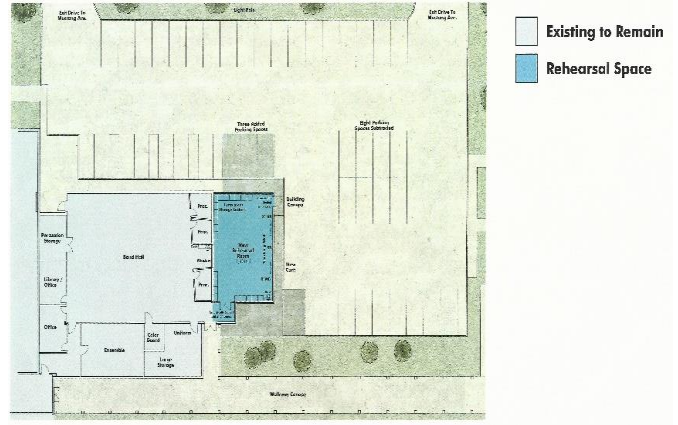
- Current Phase: Design
- Construction Start: 3rd Quarter 2016
- Construction Completion: 2nd Quarter 2017

BAND HALL EXPANSION

Lamar Consolidated High School

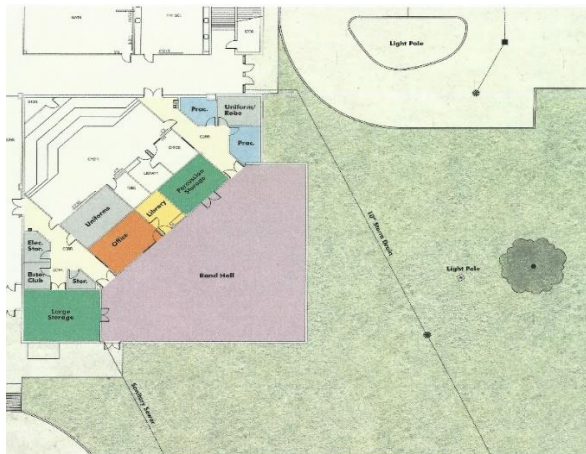


Existing Band Room

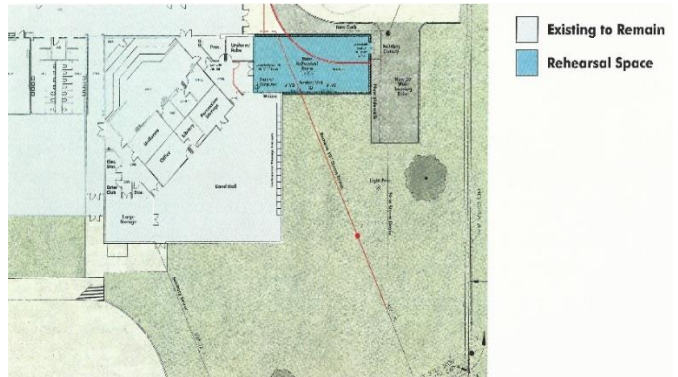


New Rehearsal Hall Addition

Terry High School



Existing Band Room



New Rehearsal Hall Addition

SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- A new Rehearsal Hall will be constructed on each campus.
- The layout of the building additions has been finalized.
- Schematic Design is being finalized.

SATELLITE AG BARN #3

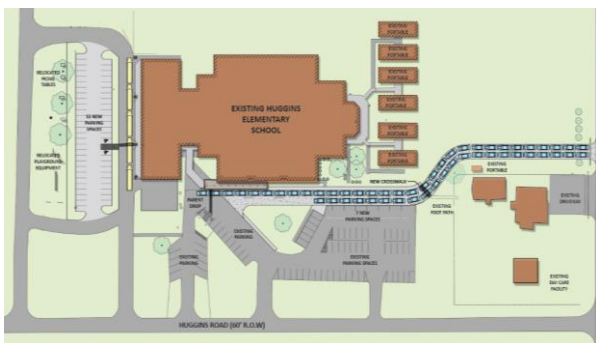
SCHEDULE MILESTONES

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

OVERVIEW

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

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 4th Quarter 2016
- Construction Completion: 1st Quarter 2017

OVERVIEW

- Planned work will add off-street parent drop-off/pick-up to relieve the traffic congestion on the streets leading up to the school.
- Additional on-site parking will be constructed within the bus loop area.
- Project is preparing to advertise for construction proposals.
- Work is planned to begin in the Fall 2016.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



OVERVIEW

- Have met with KCI Technologies to outline the scope of work for the upgrades.
- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

HVAC WEB-BASED CONTROLS



OVERVIEW

- Engineers are defining the scope of work for the web-based controls project.
- 8 schools changing from dial-up modem to web-based controls.
- Will require changing of control modules throughout schools.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

CHILLER REPLACEMENT



OVERVIEW

- Engineers are defining the scope of work for the chiller replacement project.
- 6 schools will have their chillers replaced.

SCHEDULE MILESTONES

- Current Phase: Programming
 - Construction Start: 1st Quarter 2017
 - Construction Completion: 2nd Quarter 2017
-

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - a. **Elementary #28**
 - b. **Fulshear 6th Grade School**
 - c. **Fulshear Shell Space Build-Out**

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Completed March 2016

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

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

Trainees hired:	1
Full time drivers hired:	2
Bus aides hired:	0
Drivers resigned	3
Bus Aides resigned	2

As of the date of this report, we have:

Total Drivers in Training	3
Waiting on skills test	1
Ready to take a route	1

Hiring Incentive Paid:	Employee	Referrer
Initial	0	0
Six Months	4	2

ACCIDENTS:

There were no accidents in June
There were six (6) accidents in May.

FIELD TRIPS:

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	20	1,747
Fulshear	3	528

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of four (4) breakdowns where the bus needed attention or replacement on the road.

<u>Fuel Usage (gallons)</u>	<u>Rosenberg</u>	<u>Fulshear</u>
Diesel	8,552	3,695
Unleaded	5,243	233

ROUTING AND SCHEDULING:

For summer school, we had a staggered start to all the routes based on program start dates. The following total routes were established for summer school:

PreK/K:	14
Elementary:	9
Secondary:	8
George / Navarro Blast:	8
Special Needs:	20 (Includes one to Settler’s Way and one to Avondale)
Leadership Lamar	1

PreK/K and Special Needs routes were home to school. All other routes were from home campus to the summer campus. Secondary routes also operated at midday to accommodate morning and afternoon sessions.

TRAINING AND OTHER EVENTS:

During the month of June, some of the staff attended the Texas Association for Pupil Transportation in Beaumont. All attended certification classes during the conference. Randy Boatman taught two classes on State Reporting on Friday and Sunday.

The Fleet Manager and three mechanics also attended certification classes through the Texas Association of School Bus Technicians, during the same time in Beaumont.

STUDENT DISCIPLINE:

A total of 40 discipline reports were issued in June.

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

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE:

The M&O Department has completed gathering information for the installation of new six (6) foot galvanized fence. These estimates total \$260,620, and a specification for vendors has been put together. The elementary school principals will now be consulted with to finalize the specification. This project has been advertised and zero (0) bidders responded to the request. We will be making some adjustments to the specifications and go through the bid process again to bring it to the August Board meeting.

Beasley Elementary	1,390 ft @ \$20/ft = \$27,800
Bowie Elementary	1,776 ft @ \$20/ft = \$35,520
Campbell Elementary	1,845 ft @ \$20/ft = \$36,900
Hubenak Elementary	490 ft @ \$20/ft = \$ 9,800
Huggins Elementary	645 ft @ \$20/ft = \$12,900
McNeill Elementary	1,600 ft @ \$20/ft = \$32,000
Meyer Elementary	1,535 ft @ \$20/ft = \$30,700
Pink Elementary	1,570 ft. @ \$20/ft = \$31,400
Thomas Elementary	30 ft @ \$20/ft = \$ 600 + gates
Velasquez Elementary	395 ft @ \$20/ft = \$ 7,900
Williams Elementary	1,755 ft @ \$20/ft = \$35,100

PARKING LOT LIGHTING RETROFIT:

Maintenance and Operations with the assistance of the Purchasing Department has determined that this project has time and will best benefit the District to proceed with Competitive Sealed Proposals (CSP) and advertise to receive proposals in July. The project is scheduled to be on the agenda at the August Board Meeting.

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: NAMING FACILITIES

Lamar CISD accepted nominations for names of schools and facilities during January and February of the 2015-2016 school year.

The nomination form included the following information regarding naming facilities:

If you would like to nominate another facility to be named—other than the schools within the 2014 bond—please submit your nomination at this time. The Board will review all “other” nominations, but may or may not take any action. Historically, the Board has only named schools, high school auditoriums and the District athletic stadium.

If a patron selected “other facility” they were asked to describe which facility they would like to be named.

In all, only two specific facilities were submitted for the Board to review—the Lamar CISD Natatorium and the Terry High School tennis courts.

At the April School Board meeting, the Board of Trustees named the five elementary schools and one middle school approved from the 2014 Bond. The Board took no action on the two submissions or any other facilities.

Until the next school naming process, following the next bond election, there are no plans to name any additional facilities at this time.

Resource Person: Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: LOCAL OPTION EXEMPTION FOR
TAXPAYERS AGE 65 OR OLDER OR DISABLED**

Texas offers a variety of partial or total (absolute) exemptions from property appraised values used to determine local property taxes. A partial exemption removes a percentage or a fixed dollar amount of a property’s value from taxation, and a total exemption excludes the entire property from taxation. Taxing entities are mandated by the state to offer certain mandatory exemptions but local governing bodies have the option to decide on whether or not to offer others.

In addition to the mandatory exemptions (Residence Homestead of \$25,000 and the OA65 of \$10,000), a school district may offer an additional local option exemption to elderly or disabled taxpayers. If offered, the amount of the exemption must be at least \$3,000.

Many taxpayers in this category have frozen tax ceilings. If the calculation of taxes owed with the additional exemption does not produce a lower amount of tax than the existing ceiling, then the taxpayer achieves no additional relief. This is illustrated by the following calculation:

Appraised Value	\$200,000
Mandated Exemptions	<35,000>
Local Option Exemption	<15,000>
Net Taxable Value	\$150,000
Tax Rate	\$1.39005/\$100
New Tax (with Local Option Exemption)	\$2,085

Since the New Tax amount is \$2,085, a taxpayer with a frozen property tax ceiling of \$2,000 would still owe \$2,000. This taxpayer would see no benefit from the Local Option Exemption, because his current frozen tax is less than the New Tax.

Administration has reviewed the feasibility of offering a local option exemption to taxpayers Age 65 or Older or Disabled (“OA65”). In our review, we have considered the impact on property tax revenues and operations of two different scenarios. We have also identified whether taxpayers with frozen property tax ceilings will benefit from a local option exemption. Currently, there are 8,147 properties on the tax roll identified with an OA65 mandatory exemption.

Scenario 1: Fixed Local Option Exemption of \$15,000 (this option benefits all taxpayers equally, assuming that a tax ceiling does not limit the tax relief):

Of the 8,147 accounts, only 1,741 would see a reduction in tax as tax ceilings were already below the new tax amount. The average amount of reduction would be roughly \$33. The reduction in tax revenue to the District under this option would be \$265,766, with \$198,849 of that loss to the General Fund and \$66,917 to the Debt Service Fund.

Scenario 2: 20% Local Option Exemption (this option exempts a percentage of the appraised value and thereby provides greater relief to properties of higher appraised value, assuming that a tax ceiling does not limit the tax relief):

Under this scenario, 3,515 of the 8,147 accounts would have a tax reduction, and the average amount of change would be \$172. In fact, the Top 10 taxpayers in the population would realize a combined reduction of \$39,856 at an average savings of \$3,959, while 4,632 taxpayers (57%) would see no reduction at all. The budget impact would be roughly \$1.4 million, with \$1.05 million lost by the General Fund and about \$350,000 by the Debt Service Fund.

When reviewing the feasibility of recommending a Local Option Exemption, Administration and the Board must consider more than the budget impact resulting from lost property tax revenue and the limited benefit to taxpayers. Other fiscal consequences of granting this exemption include:

- Bitterness of other groups of taxpayers not offered a similar exemption and the potential to lower their tax bills,
- The inability to repeal the exemption once granted due to certain state laws,
- The reduction of state aid generated due to the influence of property tax collections on the funding formula. Since the District is capped at a M&O rate of \$1.04005/\$100 and cannot increase the rate without voter approval, there is no way to regain either the state or local revenues lost by the General Fund, and
- The unintended negative impact on the tax rate of the Interest and Sinking Fund. Debt service requirements will remain the same, so in order to raise the required amount of funds to pay principal and interest on outstanding bonds, the tax rate for all other taxpayers would have to increase. For instance, to recoup the \$350,000 illustrated in Scenario 2, the Interest and Sinking portion of the tax rate would have to increase by approximately ¼ cent for all other taxpayers.

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

INFORMATION ITEM: ADVISE TEXAS PROGRAM

Texas A&M University and Lamar Consolidated Independent School District joined in a memorandum of understanding for the Advise Texas College Advising Corps Program. Advise Texas, housed at Texas A&M University, places recent college graduates of the university as college advisers in high schools state-wide. Advisers work in collaboration with high school counselors, teachers and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the college or university they eventually choose. The Advise TX program has three main goals: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors and teachers in fostering a college-going culture.

The purpose of the MOU is to provide and appoint one adviser from the Advise TX program at the university to Terry High School.

Resource Person: Leslie Haack, Executive Director of Secondary Education

Texas A&M Chapter of Advise TX Memorandum of Understanding

among

Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District

Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), Texas A&M University (“University”), and Lamar Consolidated Independent School District (hereafter referred to as “Lamar CISD” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps (“CAC”), and CAC’s contracted evaluation team).

Lamar CISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time “near-peer” advisers in targeted Texas high schools (“Advisers”). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2016-2017 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Lamar CISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges ; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student’s choice. . The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Lamar CISD high schools identified herein.

THECB, the University, the Lamar CISD, and each participating high school in the Lamar CISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.

3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Lamar CISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Lamar CISD which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). Lamar CISD’s disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the Lamar CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

The University agrees to the following terms during the project:

1. Identify, recruit, and appoint one Adviser to serve each of the Lamar CISD high schools identified herein for an average of 40 hours per week for the period of August 22, 2016 – June 18, 2017.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Lamar CISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Lamar CISD and the high school, as the Lamar CISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Lamar Consolidated ISD and the high school beyond the current term .
10. Keep any and all student-level data provided by the Lamar CISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

The Lamar CISD and/or high school agrees to the following terms during the project:

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 22, 2016 and ending June 18, 2017; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
 - comprehensive compilation and analysis of direct outcomes for the Advise TX program

- comparative analysis of college-going rates between control schools and program-participating schools
 - assessment of increased scholarship dollars for universities and students
 - analysis and assessment of college preparation activities undertaken by high school students
 - identification of success factors that contribute to increased college-going rates and improved school morale
 - examination of the relationship between student grades, class schedules, and college enrollment
 - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Lamar CISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

FERPA Authorized Representatives and Adviser Serving as School Official

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Lamar CISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Lamar CISD, shall have access to the student education records of Lamar CISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Lamar CISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

FERPA Compliance

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Lamar Consolidated ISD to THECB or the Adviser pursuant to this MOU:
 - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
 - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
 - By disclosing PII from education records to THECB or the Adviser, Lamar CISD in no way assigns ownership of this data to an authorized representative or the Adviser.
 - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Lamar CISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX

grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Lamar CISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

Term of MOU

This MOU begins July 1, 2016 and shall terminate on July 31, 2017.

Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

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

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Trademark

The Parties certify and acknowledge that the Advise TX[®] and the Advise TX College Advising Corps[®] word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

Amendments

This MOU may be modified only by written amendment executed by the Parties hereto.

Termination or option to individually opt out of program participation

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.