



A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, October 20, 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
OCTOBER 20, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. Science with Life Skills
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. September 13, 2016 - Special Meeting (Workshop) 7
 - B. September 15, 2016 - Regular Board Meeting 11
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
10. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2016-2017 District and Campus Improvement Plans 20
 2. Consider approval of out-of-state student trip requests, including but not limited to:
 - a. George Ranch High and Terry High Schools 21
 - B. **Goal: Planning**
 1. Consider ratification of Quarterly Investment Report 22
 2. Consider approval of budget amendment requests 29
 3. Consider ratification of Financial and Investment Reports 33
 4. Consider approval of purchase of mural art/design services 37
 5. Consider approval of agreement with MSB Consulting Group, LLC - School Health and Related Services (SHARS) Program 39
 6. Consider approval of Interlocal membership to the Central Texas Purchasing Alliance 45
 7. Consider approval of donations to the district, including, but not limited to: 61

a. Foster High School	
b. Frost Elementary School	
c. Fulshear High School	
d. George Junior High School	
e. Velasquez Elementary School	
f. Wertheimer Middle School	
8. Consider approval of resolution proclaiming:	62
a. Parent Involvement Week	
9. Consider approval of professional topographic surveying services for Carter Elementary School	64
10. Consider approval of Texas Accessibility Standards Review and Inspection for Carter Elementary School	68
11. Consider approval of professional platting services for Carter Elementary School	70
12. Consider approval of HVAC test and balance for Lindsey Elementary School	74
13. Consider approval of geotechnical study for Carter Elementary School	76
14. Consider approval of the district-wide access control system service order for KCI Technologies	83
15. Consider approval of CenterPoint Energy gas development fees for Lindsey Elementary School	86
16. Consider approval of CenterPoint Energy blanket easement for Lindsey Elementary School	88
17. Consider approval of the Foster High School water plant upgrades service order for KCI technologies	99
18. Consider approval of professional topographic surveying services for the Foster High School water plant upgrades	103
19. Consider approval of fiber data connection for Lindsey Elementary School	108
20. Consider approval of Vanir/Rice & Gardner consultants contract amendment No. 2	110
21. Consider approval of procurement method and project authorization for district-wide site lighting	113
22. Consider approval of hazardous materials surveying services for various projects	115
23. Consider approval of Amendment #1 to RFQuote #18-2016LN the HVAC full coverage maintenance and service agreement	134
24. Consider approval of Lamar CISD 2017 Bond timeline considerations	137
25. Discussion and action on changes to Board Operating Procedures	140
C. Goal: Personnel	
1. Consider approval of new appraisers for teaching staff, 2016-2017 school year	141

11. INFORMATION ITEMS

A. Goal: Instructional

- 1. 2016 State Accountability Ratings and Distinction Designations 142
- 2. Equal Opportunity Schools Invitational to Washington DC 145

B. Goal: Planning

- 1. Tax Collection Report 146
- 2. Payments for Construction Projects 152
- 3. Region 4 Maintenance and Operations Update 155
- 4. Bond Update
 - a. 2011 159
 - b. 2014 169
- 5. Transportation Update 181
- 6. Projects funded by 2011 available bond funds 183
- 7. 2016-2017 Attendance Boundary Committee 184
- 8. Medical/Rx Plan structural changes 189

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. 190
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 191
 - c. Employee resignations and retirements (Information) 194
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items

**Future Agenda Items
Upcoming Meetings and Events**

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 14th day of October 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

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 13th day of September 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

Minutes of Special Board Meeting September 13, 2016 – page 40

2. Discussion of September 15th Regular Board Meeting Agenda Items

The Board reviewed the September 15th Regular Board Meeting agenda items.

10. ACTION ITEMS

10. A GOAL: INSTRUCTINOAL

10. A-1 Consider approval to submit a state waiver to the Texas Education Agency

Ms. Kaminski asked what is the current ratio. Dr. Bowen said 22 or less at the elementary level, kindergarten through fourth grade. Ms. Kaminski stated that they are currently using a substitute or paraprofessional, and asked if this would be more economical and give the teacher extra help. Dr. Bowen said the substitute provides support for several classrooms.

Ms. Gonzales said she is aware of a situation that took place at Beasley last year, where the computer teacher was gone for more than half the year and a paraprofessional taught that class. She wanted to know why that happened. Dr. Bowen said if a teacher goes out on FMLA, they are replaced with a substitute. Ms. Gonzales said this was a substitute with just a high school diploma and asked if this was acceptable. Dr. Bowen said there are some substitutes that do not hold college degrees. Dr. Randle said he is not familiar with this particular situation, and would like to look into that before trying to respond. Ms. Lane said some computer lab positions are filled by paraprofessionals as opposed to a degreed teacher.

Ms. Kaminski said the department of family and protective services requires they can only have 1 to 18, five year olds in a class. She asked if we will run into a problem if we have to lower the number if we are going to 26 in kindergarten. Dr. Bowen said the current state standard is 1 to 22 and this is what is targeted by the District.

Ms. Roberts asked if this waiver is specific for these classrooms. Dr. Bowen said the waiver is specific.

10. B GOAL: PLANNING

10. B-12 Consider approval of schematic design for Carter Elementary School

VLK presented the design to the Board. Ms. Roberts asked about the special education areas in each of the pods. VLK said they are not pod specific they are centrally located in the building.

Ms. Kaminski asked if the buses will be unloading by the cafeteria and gymnasium in the back of the building. VLK said that was correct. Ms. Kaminski asked about the restrooms in the special education areas. Ms. Mathis said as the kids get older they want them to be independent enough to use a restroom outside of the classroom.

10. B-19 Consider approval of KCI master agreements for various engineering projects

Ms. Gonzales asked how this saves the District money. Mr. Hoyt said it is meant to save time for negotiations which allows things to move faster.

Minutes of Special Board Meeting September 13, 2016 – page 41

10. B-24 Consider approval of Fort Bend County Municipal Utility District No. 151 agreements and fees for Lindsey Elementary School

Ms. Roberts asked why there is a difference in price compared to what was just reviewed for Bentley Elementary School. Mr. Hoyt said this is the complete cost.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-2 Neighborhood Centers Inc. Delivering Head Start program services

Ms. Kaminski said no students were served at Powell Point last year, did the program not make. Ms. Lane said it did not make and they have made several attempts to round up students, they need a minimum of 15 to hold the program. Ms. Kaminski said last year they were told there would be about 90 students, she asked what happened to those students. She said this was information given to them from Head Start and NCI. Dr. Randle said he would have to double check on the 90 students because they did not have that many students in the whole program when Kendleton was there. Ms. Kaminski asked if that school is being used for anything right now. Dr. Randle said it is not. Ms. Kaminski stated they asked for a report on how the students are doing as compared to those at Seguin, she asked how many students Seguin currently has. Ms. Lane said they have about 316 in the pre-K program. Ms. Lane said Project LEARN is at Seguin and last year they had five classrooms.

11. B GOAL: PLANNING

11. B-5 Transportation Update

Ms. Kaminski asked if transportation is provided to various childcare centers if they are within the bus route. Mr. Jones said yes if they are in the bus route but outside of the walk zone.

11. B-6 Projects funded by 2011 available bond funds

Ms. Danziger asked about the list of names for the schools requesting fences, it seems to have changed. Mr. McKeever said some schools opted out.

11. B-7 Update on HB4

Ms. Vogt presented an update. Ms. Kaminski asked about the expense, she said the estimate is \$1500 per student, but the state is only giving the District \$734 per student. She asked how much more would this cost. Ms. Kooper said nothing, the District is using the \$289,000 grant. For next year, it would be only personnel costs and this would be absorbed into the bilingual department.

Ms. Gonzales asked how many students. Ms. Kooper said approximately 801 students.

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

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

The Board adjourned to Closed Session at 7:32 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:39 p.m.

ADJOURNMENT

The meeting adjourned at 7:39 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 15th day of September 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. STUDENT REPORTS

A. “Already Learning” – Seguin Early Childhood Center

Ms. Hermoso and several students from Seguin Early Childhood Center presented a song to the Board.

4. RECOGNITIONS/AWARDS

a. UIL Solo & Ensemble Outstanding Performers

Bryce Burckart – George Ranch High School Band

Malia Nelson – Foster High School Choir

Mr. Steenbergen gave the following certificates of recognition:

Curriculum and Instruction

Human Resources

Finance Department

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. AUGUST 16, 2016 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of August 16, 2016 Special Meeting (Workshop). The motion carried unanimously.

B. AUGUST 18, 2016 SPECIAL MEETING

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of August 18, 2016 Special Meeting. The motion carried unanimously.

C. AUGUST 18, 2016 REGULAR BOARD MEETING

It was moved by Ms. Gonzales and seconded by Dr. Harrell that the Board of Trustees approve the minutes of August 18, 2016 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Technology Committee met. She reported the status of projects going on throughout the District. She and Mr. Steenbergen attended the Grow Project graduation where 178 students completed the program and received a bicycle

Minutes of Regular Board Meeting September 15, 2016 – page 45

and helmet. She also attended summer school graduation where over 40 students graduated. She also attended the speech tournament at Foster High School.

Mr. Steenbergen reported the Facilities Committee met. He reported the status of projects going on throughout the District.

9. SUPERINTENDENT REPORTS

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

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. B-1 – 10. B-19; 10. B-21 – 10. B-24; and 10. C-1 – 10. C-4

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

10. B GOAL: PLANNING

10. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

10. B-2 Acceptance of Certificate of Excellence in Financial Reporting

Reviewed and accepted the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2015 (school year 2015-16).

10. B-3 Approval of purchase of fleet equipment, supplies, services, and related items

Approved all vendors who responded to the proposal for fleet equipment, supplies, services and related items for the District.

10. B-4 Approval of Board Policy - Second Reading

- a. BBI (LOCAL) - Board Members: Technology Resources and Electronic Communications
- b. BE (LOCAL) - Board Meetings
- c. BED (LOCAL) - Board Meetings: Public Participation
- d. CAA (LOCAL) - Fiscal Management Goals and Objectives: Financial Ethics

Approved the second reading of the policies. (See inserted pages 45-A – 45-J.)

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

- a. Adolphus Elementary School
- b. Foster High School
- c. Frost Elementary School
- d. Reading Jr. High School

Approved donations to the District.

Minutes of Regular Board Meeting September 15, 2016 – page 46

10. B-6 Approval of resolution proclaiming:

a. Custodial Week

Approved the attached resolution proclaiming October 3 - 7, 2016 as “Custodial Worker Recognition Week” in the Lamar Consolidated Independent School District. (See inserted page 46-A.)

b. Red Ribbon Weeks

Approved the attached resolution proclaiming October 23 - 31, 2016 as “Red Ribbon Weeks” in the Lamar Consolidated Independent School District. (See inserted page 46-B.)

c. School Bus Safety Week

Approved the attached resolution proclaiming October 17 - 21, 2016 as “School Bus Safety Week” in the Lamar Consolidated Independent School District. (See inserted page 46-C.)

d. School Lunch Week

Approved the attached resolution proclaiming October 10 - 14, 2016 as “School Lunch Week” in the Lamar Consolidated Independent School District. (See inserted page 46-D.)

10. B-7 Approval of fiber data connection for Bentley Elementary School

Approved Phonoscope Light Waves, Inc. for fiber data connection for Bentley Elementary School in the amount of \$61,676 and authorized the Board President to execute the agreement. (See inserted page 46-E.)

10. B-8 Approval of change order #1 for road improvements for Bentley Elementary School

Approved change order #1 in the amount of \$405,508 to the contract with Gamma Construction Company for road improvements for Bentley Elementary School, and authorized the Board President to execute the attached change order document. (See inserted page 46-F.)

10. B-9 Approval of CenterPoint Energy blanket easement for Bentley Elementary School

Approved the CenterPoint Energy blanket easement for right-of-way pole relocation at Bentley Elementary School, and authorized the Board President to execute the easement documents. (See inserted pages 46-G – 46-N.)

10. B-10 Approval of CenterPoint Energy pole relocation for Bentley Elementary School

Approved the CenterPoint Energy Facilities Extension Agreements for right-of-way pole relocation at Bentley Elementary School in the amount of \$29,739 and authorized the Board President to execute the agreements. (See inserted pages 46-O – 46-S.)

Minutes of Regular Board Meeting September 15, 2016 – page 47

10. B-11 Approval of meters, inspections and deposits for Bentley Elementary School

Approved the meters, inspections and security deposit to Fort Bend County MUD No. 142 for Bentley Elementary School and approved the payment in the amount of \$73,905. (See inserted pages 47-A – 47-B.)

10. B-12 Approval of schematic design for Carter Elementary School

Approved the schematic design for Don Carter Elementary School, as presented by VLK Architects.

10. B-13 Approval of geotechnical study for the Support Services Facility

Approved Terracon, Inc. for the geotechnical study for the Support Services Facility in the amount of \$12,100 and authorized the Board President to execute the agreement. (See inserted pages 47-C – 47-J.)

10. B-14 Approval of Texas Accessibility Standards Review and Inspection for the Terry High School Baseball complex renovations

Approved Winning Way Services for Texas Accessibility Standards Review and Inspection for the Terry High School Baseball complex renovations in the amount of \$1,350 and authorized the Board President to execute the agreement. (See inserted pages 47K – 47-N.)

10. B-15 Approval of materials testing for Huggins Elementary School driveway improvements

Approved Terracon, Inc. for materials testing for Huggins Elementary School driveway improvements in the amount of \$14,262 and authorized the Board President to execute the agreement. (See inserted pages 47-O – 47-Y.)

10. B-16 Approval of EMA master agreements for various engineering projects

Approved the master agreement for Estes, McClure & Associates for various engineering services and authorized the Board President to execute the agreement. (See inserted pages 47-Z – 47-PP.)

10. B-17 Approval of HVAC controls service order for EMA

Approved the service order for Estes, McClure & Associates for design of the HVAC web-based controls in the amount of 6% of the total construction cost and authorized the Board President to execute the agreement. (See inserted page 47-QQ.)

10. B-18 Approval of chiller replacement service order for EMA

Approved the service order for Estes, McClure & Associates for design of the replacement chillers in the amount of 6% of the total construction cost and authorized the Board President to execute the agreement. (See inserted page 47-RR.)

Minutes of Regular Board Meeting September 15, 2016 – page 48

10. B-19 Approval of KCI master agreements for various engineering projects

Approved the master agreement for KCI Technologies for various engineering services and authorized the Board President to execute the agreement. (See inserted pages 48-A – 48-Q.)

10. B-21 Approval of declaration of maintenance covenant and easement for storm water detention facilities for the Agricultural facility #2

Approved the declaration of maintenance covenant and easement for storm water detention facilities for the Agricultural Facility #2 and authorized the Board President to execute the agreement. (See inserted pages 48-R – 48-X.)

10. B-22 Approval of professional surveying services for the Agricultural facility #2 storm water detention facility

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for a survey for the Agricultural Facility #2 storm water detention in the amount of \$600. (See inserted pages 48-Y – 48-AA.)

10. B-23 Approval of CenterPoint facility extension agreement for the Agricultural facility #2

Approved the CenterPoint Energy Facilities Extension Agreements for the Agricultural Facility #2 in the amount of \$2,673 and authorized the Board President to execute the agreements. (See inserted pages 48-BB – 48-FF.)

10. B-24 Approval of Fort Bend County Municipal Utility District No. 151 agreements and fees for Lindsey Elementary School

Approved the application, commitment letter, service agreement and rate order of the Fort Bend County MUD No. 151 for Lindsey Elementary School and approved the payment in the amount of \$254,837 for the tap fees, meters and inspections, and authorized the Board President to execute the agreement. (See inserted pages 48-GG – 48-VV.)

10. C GOAL: TECHNOLOGY

10. C-1 Approval of district-wide iPad refresh

Approved Apple to provide hardware, software and services in the amount of \$2,396,460 and Apple, KEM, and CDWG to provide iPad cases not to exceed \$210,000 for the District-wide iPad Refresh project.

10. C-2 Approval of Mobile Device Management (MDM)

Approved CDWG to provide Cisco Meraki Systems Manager Enterprise in the amount of \$344,960.

10. C-3 Approval of management and deployment contracted for iPad refresh project

Approved GoIT Services, Inc. for professional services relating to iPad Refresh. Services will be provided at a rate of \$68 per hour for project management and \$38

Minutes of Regular Board Meeting September 15, 2016 – page 49

per hour for on-site deployment and setup. The total value of all professional services shall not exceed \$50,000.

10. C-4 Approval of McAfee endpoint protection

Approved the purchase of McAfee Antivirus Protection software from M&S Technologies in the amount of \$544,080.22.

10. A GOAL: INSTRUCTIONAL

10. A-1 Consider approval to submit a state waiver to the Texas Education Agency

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

Ms. Kaminski said they talked about the ratio being 1:26 with an aide, she asked if that was in every classroom of kindergarteners. Dr. Bowen said all five sections are over 22 and they do not have an aide in the classroom. Instead they are using a substitute to provide support to those classes as needed. Ms. Kaminski said she is not for large staff ratios especially in kindergarten. She feels it is not a very conducive learning environment. She asked, if this is approved and it goes to 1:26, will that teacher be alone? Dr. Bowen clarified that a unit has been added and the principal is actively searching for a teacher to reduce the class sizes and split into 6 classes. The issue is the District must apply for the waiver because we are not at the 22:1. If she hires a teacher before the deadline, we will not submit the waiver. Ms. Kaminski said she is confused with the HB4 ratio recommendation of 1:11. Does this impact this school? Dr. Bowen said this is not related to HB4 and this is the previous 1:22 ratio that is required by the state.

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

Voting in opposition: Ms. Kaminski

The motion carried.

10. B GOAL: PLANNING

10. B-20 Discussion and possible action of CSP #37-2016ML for the District-wide fence improvements

It was moved by Ms. Kaminski and seconded by Ms. Roberts that the Board of Trustees approve the contract with The Anchor Group, Inc. in the amount of \$419,042 for district-wide fence construction. The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 Freezing of new intra-district/inter-district transfer requests to Polly Ryon Middle School and Reading Junior High School

11. A-2 Neighborhood Centers Inc. Delivering Head Start program services

11. B GOAL: PLANNING

11. B-1 Tax Collection Report

11. B-2 Payments for Construction Projects

11. B-3 Region 4 Maintenance and Operations Update

11. B-4 Bond Update

a. 2011

b. 2014

11. B-5 Transportation Update

11. B-6 Projects funded by 2011 available bond funds

11. B-7 Update on HB4

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

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

The Board did not convene in Closed Session.

12. 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

Bernander, Brenda

TBD

Transportation Operations Manager
Transportation

FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 7:31 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 THE 2016-2017
DISTRICT AND CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2016-2017 District and Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and the Campus performance goals as outlined in the plans to determine that campuses are using appropriate measures to generate success. District and Campus Plans additionally support interim transitional goals as defined in the Elementary and Secondary Education Act as recently reauthorized by the Every Student Succeeds Act of 2015.

PROGRAM DESCRIPTION:

District and Campus Improvement Plans are required by state and federal legislation to continually improve student performance. Plans contain a Comprehensive Needs Assessment, which identifies priority areas that are in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies and resources that will be used in the current school year to improve and support student performance.

Additionally, District and Campus Improvement Plans are aligned to and support the tenants of the Texas Accountability Intervention System (TAIS), and serve as blueprint for sustaining growth toward meeting increasing state accountability standards.

After approval, plans are posted to each campus website for public review. Plans may receive minor amendments from administration throughout the school year, in order to stay in sync with continually evolving campus and student needs.

Submitted by: Valerie Vogt, Academic Administrator
Brian Moore, Director of Research, Assessment, & Accountability
Dr. Marva O'Neal, Director of State and Federal Programs

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for George Ranch High School and Terry High School students and staff to travel to Foshan, China from January 1-14, 2017.

IMPACT/RATIONALE:

George Ranch High School and Terry High School requests to travel to Foshan, China, from January 1-14, 2017. The student travel cost is estimated at \$2,800 per student and will be borne by each of the 17 students. The travel cost for the three employee chaperones and two administrators will be approximately \$2,800 per employee and will be borne by the District. The student cost includes airfare, ground transportation, one night of hotel in Hong Kong, and three nights of hotel in Beijing. The students and three employee/chaperones will stay on campus for nine nights at no cost.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by George Ranch High School students and employees as part of the Memorandum of Understanding (MOU) between George Ranch High School and Foshan #3 Middle School, as well as the MOU between Lamar CISD and our sister school district in Foshan. Students from Foshan #3 Middle School visited George Ranch in January 2014 and January 2016. George Ranch students visited Foshan #3 Middle School in January 2015 and January 2016. As a result an annual January two week exchange of students and staff between George Ranch High School and Foshan #3 Middle School has been established.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT

JUNE 2016 THROUGH AUGUST 2016

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 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 August 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 June 1, 2016 through August 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 AUGUST 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 August 31, 2016. Pertinent details at August 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	\$13,329,455,304	\$13,332,276,745	0.6121%

The weighted average maturity of the pool's portfolio for August 2016 was 42 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	\$2,566,613,107	\$2,567,436,701	1.2801%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2016 was 23 days.

MBIA, Texas CLASS	1.00	\$4,368,960,414	\$4,374,533,058	0.9639%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2016 was 47 days.

Texas Term, Daily Fund	1.00	\$2,405,431,569	\$2,405,717,938	1.7529%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for August 2016 was 42.8 days.

TexStar,	1.00	\$5,436,604,746	\$5,438,039,956	1.0218%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2016 was 38 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 August 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: 10/11/16


 Yvonne Dawson
 Budget & Treasury Officer

Date: 10/11/16


 Michele Reynolds
 Director of Finance

Date: 10/11/16

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

	<u>6/30/2016</u>	<u>7/31/2016</u>	<u>8/31/2016</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	107,489	1,736,875	2,002,337
Special Revenue Funds (Combined)	1,559,887	948,263	508,668
Debt Service Fund	321,367	320,617	318,241
Capital Projects Fund	254,621	242,815	240,303
Workmen's Compensation and Health Insurance Trust Funds	829,700	857,575	532,587
Trust and Agency Funds, excluding Student Activity Funds	41,470	41,470	41,470
Student Activity Funds	2,072,865	2,077,706	2,073,863
Total Demand Deposits/Cash on Hand	<u>5,187,399</u>	<u>6,225,320</u>	<u>5,717,469</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 AUGUST 31, 2016

	<u>6/30/2016</u>	<u>7/31/2016</u>	<u>8/31/2016</u>
<u>INVESTMENT POOLS*</u>			
General Fund			
Texpool	80,751,548	72,165,882	63,226,158
Lone Star	2,625,466	2,626,283	2,627,154
Texas CLASS	15,410,898	15,419,257	15,428,382
Food Service Fund			
Texpool	3,715,998	3,717,162	3,718,342
Lone Star	90,678	90,706	90,736
Debt Service Fund			
Texpool	14,462,847	14,631,381	1,423,339
Lone Star	1,888,957	1,889,545	1,890,172
Texas CLASS	945,995	946,508	947,068
TexasTerm/Daily	1,890,133	1,890,853	1,350,888
TexSTAR	3,312,459	3,313,545	3,314,668
Capital Projects Fund			
Texpool	15,301,126	12,325,315	7,637,711
Lone Star	27,507,494	27,516,061	27,525,185
Texas CLASS	25,708,679	25,722,623	25,737,846
TexasTerm/Daily	46,345,725	44,629,889	42,029,118
TexSTAR	52,367,833	52,287,093	52,237,667
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	887,242	990,710	5,491,352
Lone Star	722,350	722,575	722,815
Special Revenue Funds			
Texpool	53,342	53,359	53,376
Student Activity Funds			
Texpool	45,962	45,976	40,990
Total Investment in Pools	<u>294,034,732</u>	<u>280,984,723</u>	<u>254,277,167</u>
<u>Summary of Interest Earned by Month</u>			
Texpool	36,010	34,404	29,077
Lone Star	9,626	10,226	10,881
Texas CLASS	21,802	22,815	24,908
TexSTAR	17,968	18,249	18,824
Texas Term/Daily	17,850	18,028	17,424
Total Interest Earned from Investment Pools	<u>103,256</u>	<u>103,723</u>	<u>101,125</u>
<u>Average Yield by Month</u>			
Texpool	0.36	0.36	0.37
Lone Star	0.36	0.37	0.39
Texas CLASS	0.63	0.64	0.70
TexSTAR	0.39	0.39	0.40
Texas Term/Daily	0.44	0.44	0.47

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS

	06/01/2016	DEPOSITS	WITHDRAWALS	06/30/2016	DEPOSITS	WITHDRAWALS	07/31/2016	DEPOSITS	WITHDRAWALS	08/31/2016
General Fund										
Texpool	89,982,486	10,426,659	(19,657,797)	80,751,548	12,217,417	(20,803,082)	72,165,882	26,035,803	(34,975,527)	63,226,158
Lone Star	2,624,696	770	-	2,625,466	818	-	2,626,283	871	-	2,627,154
Texas CLASS	15,402,911	7,987	-	15,410,898	8,358	-	15,419,257	9,125	-	15,428,382
Food Service Fund										
Texpool	3,714,889	1,109	-	3,715,998	1,165	-	3,717,162	1,180	-	3,718,342
Lone Star	90,652	27	-	90,678	28	-	90,706	30	-	90,736
Debt Service Fund										
Texpool	14,117,842	345,005	-	14,462,847	168,534	-	14,631,381	4,179,029	(17,387,070)	1,423,339
Lone Star	1,885,403	554	-	1,888,957	588	-	1,889,545	627	-	1,890,172
Texas CLASS	945,504	490	-	945,995	513	-	946,508	560	-	947,068
Texas Term/Daily	1,869,451	662	-	1,890,133	720	-	1,890,853	363	(1,756,128)	135,088
TexSTAR	3,311,390	1,069	-	3,312,459	1,086	-	3,313,545	1,123	-	3,314,668
Capital Projects Fund										
Texpool	16,405,783	4,691	(1,109,348)	15,301,126	4,630	(2,980,440)	12,325,315	3,383	(4,690,987)	7,637,711
Lone Star	27,499,430	8,064	-	27,507,494	8,567	-	27,516,061	9,124	-	27,525,185
Texas CLASS	25,695,354	13,325	-	25,708,679	13,944	-	25,722,623	15,223	-	25,737,846
Texas Term/Daily	47,946,809	17,167	(1,618,252)	46,345,725	17,308	(1,733,144)	44,629,889	17,062	(2,617,832)	42,029,118
TexSTAR	52,353,001	16,899	(2,068)	52,367,833	17,163	(97,903)	52,287,083	17,701	(67,127)	52,237,667
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	1,538,040	1,333,202	(1,985,000)	887,242	1,403,468	(1,300,000)	990,710	6,450,643	(1,950,000)	5,491,352
Lone Star	722,139	212	-	722,350	225	-	722,575	240	-	722,815
Special Revenue Funds										
Texpool	53,326	16	-	53,342	17	-	53,359	17	-	53,376
Student Activity Funds										
Texpool	45,948	14	-	45,962	14	-	45,976	14	(5,000)	40,990
Total Investment in Pools	306,229,054	12,178,142	(24,372,465)	294,034,731	13,864,562	(26,914,570)	280,984,724	36,742,115	(63,449,672)	254,277,167

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Foster High School is requesting a budget change to pay for teachers to attend staff development trainings for at-risk students.

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

Fulshear High School is requesting one budget change:

The first budget change is to pay student membership dues in the Texas Thespian Association.

199-13	Curriculum and Instr. Staff Development	(500.00)
199-36	Co-curricular/Extra-curricular Activities	500.00

Lamar High School is requesting a budget change to pay for teachers to attend staff development trainings.

199-36	Co-curricular/Extra-curricular Activities	(3,000.00)
199-13	Curriculum and Instr. Staff Development	3,000.00

Briscoe Junior High is requesting a budget change to move funds to cover extra-curricular activities throughout the year.

199-11	Classroom Instruction	(2,450.00)
199-36	Co-curricular/Extra-curricular Activities	2,450.00

Wertheimer Middle School is requesting a budget change to purchase library books.

199-11	Classroom Instruction	(1,000.00)
199-12	Instr. Resources and Media Services	1,000.00

The Special Education Department is requesting a budget change to purchase nursing supplies for the Adult Transition Program.

1990-21	Instructional Leadership	(3,000.00)
1990-33	Health Services	3,000.00

The Business Office is requesting eight budget changes:

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

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

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

199-61	Community Services	64,890.90
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The third budget change is to amend the 2016-17 budget for startup funds. During the 2015-16 fiscal year, campuses received additional allocations for supplies to “startup” new classrooms due to enrollment growth. These funds were not spent by the end of fiscal year so they are being carried forward to 2016-17.

199-11	Classroom Instruction	193,401.72
199-35	Food Services	67,225.00
199-81	Facilities Acquisition & Construction	5,000.00

The fourth budget change is to amend the 2016-17 budget for portable building expenditures. During the 2015-16 fiscal year, the Board amended the budget for construction, supplies and materials for twelve new portable buildings due to enrollment growth. Construction and other related work was not complete by the end of the fiscal year, so funds are being carried forward to 2016-17.

199-11	Classroom Instruction	125,934.38
199-23	School Leadership	4,584.92
199-35	Food Services	130.75
199-52	Security & Monitoring Services	2,494.50
199-81	Facilities Acquisition & Construction	90,762.28

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

199-11	Classroom Instruction	923.15
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The sixth budget change is to amend the 2016-17 budget for funds donated to the District by outside parties that were not expended in the 2015-16 year. These funds need to be carried forward so that they can be used for the intended purposes.

199-11	Classroom Instruction	145,262.34
199-12	Instr. Resources and Media Services	4,814.82
199-13	Curriculum and Instr. Staff Development	13,794.03
199-21	Instructional Leadership	1,658.87
199-23	School Leadership	12.17
199-31	Guidance and Counseling	1,044.05
199-36	Co-curricular/Extra-curricular Activities	59,030.79
199-41	General Administration	340.02
199-61	Community Services	11,437.01
199-81	Facilities Acquisition & Construction	72,660.80

The seventh budget change is to amend the 2016-17 budget for outstanding 2015-16 purchase orders. These purchase orders were encumbered in the 2015-16 year but goods/services were not received before September 2016.

199-11	Classroom Instruction	1,011,366.36
199-12	Instr. Resources and Media Services	636.63
199-13	Instructional Staff Development	26,707.77
199-21	Instructional Leadership	2,880.78
199-23	School Leadership	5,885.47
199-31	Guidance and Counseling	921.61
199-33	Health Services	20,342.45
199-34	Student Transportation	56,983.36
199-35	Food Services	31,276.25
199-36	Cocurricular/Extracurricular Activities	198,737.07
199-41	General Administration	77,864.04
199-51	Plant Maintenance & Operations	276,836.01
199-52	Security & Monitoring Services	225,789.54
199-53	Data Processing Services	234,717.64
199-61	Community Services	470.50
199-81	Facilities Acquisition & Construction	504,146.85
240-35	Food Services	2,998.44

The eighth budget change is to amend the budget for wireless services (cellphone and hot spot). This is a consolidated budget change as requested by multiple campuses and departments to re-allocate funds for these services.

199-11	Classroom Instruction	(6,910.00)
199-13	Instructional Staff Development	(500.00)
199-23	School Leadership	(3,151.00)
199-31	Guidance and Counseling	(50.00)
199-36	Cocurricular/Extracurricular Activities	(4,000.00)
199-53	Data Processing Services	(1,300.00)
199-51	Plant Maintenance & Operations	15,911.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:


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

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

- Ratification of September 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 SEPTEMBER 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 September total \$30,561,319 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,818,111
614	Employee Benefits	965,424
621	Professional Services	346,657
623	Education Services Center	37,982
624	Contracted Maintenance and Repair Services	952,876
625	Utilities	700,873
626	Rentals and Operating Leases	161,944
629	Miscellaneous Contracted Services	1,217,203
631	Supplies and Materials for Maintenance and Operations	258,851
632	Textbooks and Other Reading Materials	230,046
633	Testing Materials	5,672
634	Food Service	699,226
639	General Supplies and Materials	5,087,928
641	Travel and Subsistence -- Employee and Student	118,939
642	Insurance and Bonding Costs	421,029
649	Miscellaneous Operating Costs/Fees and Dues	180,232
659	Other Debt Services Fees	69,500
662	Building Purchase, Construction, and/or Improvements	2,314,202
663	Furniture & Equipment - \$5,000 or more per unit cost	480,705
129	Misc. Receivable/Alternative Certification Fees	4,000
131	Inventory Purchases	6,319
141	Pre-paid	456,084
211	Accounts Payable	20,948
217	Operating Transfers, Loans and Reimbursements	2,564
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	4,004
	Total	30,561,319

PROGRAM DESCRIPTION:

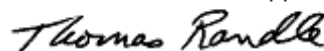
The report above represents all expenditures made during the month of September 2016. The detailed check information is available upon request.

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 SEPTEMBER 30, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	147,785,480.00	327,186.00	(147,458,294.00)	0.2%
5800-STATE PROGRAM REVENUES	97,669,179.00	36,643,882.00	(61,025,297.00)	37.5%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	1,048.00	(1,723,952.00)	0.1%
7900- OTHER RESOURCES	-	192,187.00	192,187.00	
TOTAL- REVENUES	247,179,659.00	37,164,303.00	(210,015,356.00)	15.0%
EXPENDITURES				
6100-PAYROLL COSTS	207,683,867.00	18,300,109.00	189,383,758.00	8.8%
6200-PROFESSIONAL/CONTRACTED SVCS.	23,126,932.00	1,452,990.00	21,673,942.00	6.3%
6300-SUPPLIES AND MATERIALS	11,141,674.00	277,917.00	10,863,757.00	2.5%
6400-OTHER OPERATING EXPENDITURES	4,862,110.00	502,627.00	4,359,483.00	10.3%
6600-CAPITAL OUTLAY	839,708.00	-	839,708.00	0.0%
TOTAL-EXPENDITURES	247,654,291.00	20,533,643.00	227,120,648.00	8.3%

**Lamar CISD
Local Investment Pools
as of September 30, 2016**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,718,342.32	0.00	500,000.00	1,155.70	3,219,498.02
General Account	62,577,386.31	35,676,266.97	18,100,000.00	20,053.30	80,173,706.58
Capital Projects Series 2004	8.51	0.00	8.51	0.00	0.00
Health Insurance	5,007,809.55	0.00	1,750,000.00	1,336.01	3,259,145.56
Workmen's Comp	483,542.75	0.00	80,000.00	143.59	403,686.34
Property Tax	371,176.18	393,583.48	503,082.67	97.52	261,774.51
Vending Contract Sponsor	476,643.78	0.00	0.00	148.81	476,792.59
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	234.04	0.00	234.04	0.00	(0.00)
Debt Service Series 2007	19.90	18,898.51	0.00	2.96	18,921.37
Capital Projects Series 2005	227,939.31	0.00	0.00	71.22	228,010.53
Student Activity Funds	40,989.95	0.00	0.00	12.80	41,002.75
Taylor Ray Donation Account	5,092.62	0.00	2,528.00	1.00	2,565.62
Capital Projects Series 2007	209,674.33	0.00	0.00	65.47	209,739.80
Common Threads Donation	53,375.73	0.00	0.00	16.66	53,392.39
Debt Service Series 2008	20.32	18,044.07	0.00	2.86	18,067.25
Capital Projects 2012A	2,377,627.81	0.00	0.00	742.43	2,378,370.24
Debt Service 2012A	235.45	18,270.24	0.00	2.89	18,508.58
Debt Service 2012B	44.69	9,393.96	0.00	1.50	9,440.15
Capital Projects 2014B	396.85	0.00	396.85	0.00	0.00
Debt Service 2014A	509,253.06	4,453.21	0.00	159.70	513,865.97
Debt Service 2014B	174,680.43	5,367.97	0.00	55.35	180,103.75
Debt Service 2013	38.02	7,956.48	0.00	1.23	7,995.73
Debt Service 2013A	534,164.25	19,240.30	0.00	169.86	553,574.41
Debt Service 2015	388.50	24,929.96	0.00	3.97	25,322.43
Capital Projects 2015	4,822,064.35	0.00	4,376,263.95	1,138.62	446,939.02
Debt Service 2016A	114.38	0.00	0.00	0.00	114.38

Lone Star Investment Pool Government Overnight Fund

Capital Projects Fund	5,034.54	0.00	0.00	1.67	5,036.21
Workers' Comp	722,815.05	0.00	0.00	239.61	723,054.66
Property Tax Fund	32,246.97	0.00	0.00	10.69	32,257.66
General Fund	2,594,907.38	0.00	0.00	860.21	2,595,767.59
Food Service Fund	90,736.40	0.00	0.00	30.08	90,766.48
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	702.54	0.00	0.00	0.23	702.77
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	385.11	0.00	0.00	0.13	385.24
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.99	0.00	0.00	0.01	43.00
Capital Projects 2014A	821,582.71	0.00	0.00	272.35	821,855.06
Capital Projects 2014B	17.06	0.00	0.00	0.01	17.07
Capital Projects 2015	26,697,419.67	0.00	0.00	8,850.13	26,706,269.80
Debt Service Series 2015	1,890,168.96	0.00	0.00	626.59	1,890,795.55

MBIA Texas CLASS Fund

General Account	15,428,381.81	0.00	0.00	9,719.90	15,438,101.71
Capital Project Series 1998	909.57	0.00	0.00	0.59	910.16
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	11,106,487.71	0.00	0.00	6,997.08	11,113,484.79
Capital Projects 2015	14,630,447.25	0.00	0.00	9,217.18	14,639,664.43
Debt Service 2015	947,067.75	0.00	0.00	596.65	947,664.40

TEXSTAR

Capital Projects Series 2007	744.91	0.00	0.00	0.28	745.19
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,187,881.01	0.00	143,901.45	355.91	1,044,335.47
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,707.34	0.00	0.00	0.59	1,707.93
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,522.91	0.00	0.00	1.52	4,524.43
Capital Projects 2014A	139.57	0.00	0.00	0.01	139.58
Capital Projects 2014B	188,293.52	0.00	98,267.07	44.60	90,071.05
Debt Service 2015	3,308,383.83	0.00	0.00	1,121.11	3,309,504.94
Capital Projects 2015	50,860,595.75	0.00	1,703,082.69	17,055.34	49,174,568.40

TEXAS TERM/DAILY Fund

Capital Projects Series 2007	1,008,274.93	0.00	0.00	411.42	1,008,686.35
Capital Projects Series 2008	141.20	0.00	0.00	0.06	141.26
Capital Projects Series 2012A	465,512.64	0.00	16,898.55	188.83	448,802.92
Capital Projects Series 2014A	5,880,574.81	0.00	988,206.83	2,130.32	4,894,498.30
Capital Projects Series 2014B	5,984,299.84	0.00	495,756.78	2,308.89	5,490,851.95
Debt Service 2015	135,087.70	0.00	0.00	55.12	135,142.82
Capital Projects 2015	28,690,315.06	0.00	0.00	11,706.79	28,702,021.85

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.38	\$25,383.45
LONE STAR ACCOUNT INTEREST	0.40	\$10,891.71
MBIA TEXAS CLASS ACCOUNT INTEREST	0.77	\$26,531.40
TEXSTAR ACCOUNT INTEREST	0.47	\$18,579.36
TEXAS TERM/DAILY ACCOUNT INTEREST	0.47	\$16,801.43
TOTAL CURRENT MONTH EARNINGS		\$98,187.35
EARNINGS 9-01-16 THRU 9-30-16		\$98,187.35
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$98,187.35

CONSIDER APPROVAL OF PURCHASE OF MURAL ART/DESIGN SERVICES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for mural art/design services for the District.

IMPACT/RATIONALE:

Purchases shall be made for mural design and art services by campuses and departments. Services that modify the building shall be formally reviewed on an individual basis by the Maintenance and Operations Department prior to service. This type of award is beneficial to the District as it allows for a variety of accomplished and diverse artists to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 01-2017LN requested that vendors supply discounted base square footage pricing, portfolios, references and a formal statement of qualifications. Scope of artwork shall be specific to school spirit and/or educational themes. Artwork surfaces shall include interior/exterior walls, flooring, windows, vehicle wraps, and trailer wraps.

This bid will be awarded as an annual contract with automatic renewals for four additional one year periods, provided that the District and the approved vendors are in mutual agreement.

The procurement of these services will commence upon board approval, and as services shall be requested by individual departments, campuses or district groups utilizing local, activity and bond funds.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP 01-2017LN
MURAL ART/DESIGN SERVICES

1. Applied Icon
2. Artistic Designs by Dollahon Designs
3. BREE the Mural Girl
4. Carolina's Art
5. Dreams to Reality
6. Eyeful Art
7. Mike Davis Signs
8. Patterson Design
9. Rockwall Signs & Wraps
10. SprATX
11. Waterboy Graphics

**CONSIDER APPROVAL OF AGREEMENT WITH MSB CONSULTING GROUP, LLC – SCHOOL
HEALTH AND RELATED SERVICES (SHARS) PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve an agreement between the Lamar Consolidated Independent School District and MSB Consulting Group, LLC (MSB) for the administration of the SHARS (Medicaid Consulting and Billing) and MAC (Medicaid Outreach Services) Programs within the District, and allow the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD has collaborated with an external consulting group since September 2012 for the administration of the SHARS program. Assistance of this type has improved the efficiency and effectiveness of Lamar CISD Medicaid billing and increased the District's financial returns. This agreement will also include assistance in the administration of the MAC program, which is one where the District has not had assistance in the past.

Administrative departments (Special Education and Finance) have reviewed the qualifications and experience of MSB and conducted appropriate reference checks to confirm the proficiency of the organization. The contract procurement is covered by a cooperative purchasing alliance. It is believed that the methodologies used by MSB and aggressive claiming services will enhance the District's billing opportunities. It is also believed that the customer service techniques and in-depth training opportunities will be of added benefit in the long term.

PROGRAM DESCRIPTION:

Lamar CISD will take certain actions in an effort to ensure the success of this collaboration. We will ensure that Lamar CISD staff are available for trainings provided by MSB, provide a point of contact within the district to oversee Medicaid billing, and provide ongoing monitoring and oversight of Lamar CISD submissions and reimbursements.

MSB will provide training to Lamar CISD staff regarding Medicaid billing and eligible submissions, and provide technical assistance and billing support to Lamar CISD for Medicaid submissions.

The fee for this service is 6% of net revenues generated. The contract will commence upon approval by the Board of Trustees and remain in effect until October 19, 2019 unless terminated in writing as required by either party.

Submitted by: Linda Lane, Executive Director of Elementary Education
Tiffany Mathis, Director of Special Education
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

AGREEMENT
For Medicaid Consultation and Billing

THIS AGREEMENT is entered into as of October 20, 2016 by and among:

MSB Consulting Group (MSB™), a limited liability company, having an address of 12885 Research Boulevard, Suite 204, Austin, TX 78750; and

Lamar CISD, (the “District”), having an address of 3911 Avenue I, Rosenberg, TX 77471.

MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in **Exhibit A**; and

MSB™ wishes to provide Medicaid Consultation and Billing to the District; and

the District desires to utilize Medicaid Consultation and Billing;

the parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

Definitions.

- A. “**X Logs™**” means “**X Logs™**” Clinical Notation Solution necessary to access MSB™’s host server facilities.
- B. “**Support Services**” means those services accessible by telephone or Internet that provide help and assistance, to District personnel or contracted District personnel, with the generation and control of IEPs.
- C. “**Licensed System**” means **X Logs™**, **Clinical Notation Solution**, and **Support Services**.
- 1) **Agreement Term.** The **Agreement Term** shall be from October 20, 2016 to October 19, 2019. Upon completion of the **Agreement Term**, this Agreement shall continue in force upon mutual agreement of the parties, and the District will continue to be invoiced per the rates indicated in **Paragraph 2**, as may be amended from time to time pursuant to Paragraph 4 hereof. The District agrees to pay all invoices within 30 days from the date of the invoice.
- 2) **Rates.** Based upon the Agreement Term, your rate for Medicaid Consultation and Billing is:
- 1st Year Rate: 6%
2nd Year Rate: 6%
3rd Year Rate: 6%
- 3) **Services and Responsibilities.** MSB™ hereby agrees to provide Medicaid Consultation and Billing as outlined in **Exhibit A**. The District agrees to perform the District Responsibilities outlined in **Exhibit B** and to pay the rates set forth above to MSB™.
- 4) **Consideration.** In exchange for MSB’s provision of Medicaid Consultation and Billing, the District shall pay MSB™ an administration fee. The fee will be calculated based on the agreed upon percentage of the amount actually received in Medicaid reimbursement during the agreement term, either direct deposit or checks delivered to the District, as defined in **Paragraph 2**. The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.
- MSB™ reserves the right to renegotiate the administrative fee rate as found in **Paragraph 2** should either the federal and/or state governments revise the protocols for submitting and/or paying Medicaid claims.
- 5) **Strict Compliance.** If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party’s rights in connection with any

subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

- 6) **Jointly Drafted.** This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.
- 7) **Waiver of Equitable Remedies.** The Parties waive all equitable remedies including equitable rescission and rescission at law.
- 8) **Intellectual Property Rights/Confidentiality.** It is agreed that any and all work, data and information that is the product of this **Licensed System** shall belong wholly to the District and shall not be disclosed to any third-party, except as required by law or as necessary to comply with the terms of this Agreement. All information and school data submitted or input into the **Licensed System** remains the confidential and proprietary information of the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of MSB™ may access the **Licensed System** and data from the **Licensed System** for provision of **Support Services**, manipulation of data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. At termination, the District may request, in writing, all District information stored in the **X Logs®** Clinical Notation Solution. MSB™ will, within 60 days, provide to the District all of its information in such a format that the District deems appropriate. Notwithstanding the above, this Agreement does not transfer ownership rights of the **Licensed System** to the District, or to any other third party. The District agrees not to modify, reverse engineer, disaggregate, or decompile any intellectual property of MSB™, including, but not limited to the **Licensed System** or intentionally create derivative works based on such intellectual property. The District agrees not to distribute the **Licensed System** to any person or entity other than District personnel or contracted District personnel, or make any other improper use of the **Licensed System**.
- 9) **Bankruptcy.** If, at any time, MSB™ seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and:
 - a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
 - b. Has a trustee in reorganization appointed for its property, or
 - c. Files a voluntary petition for reorganization or arrangement, or
 - d. Files a voluntary petition in bankruptcy, or
 - e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
 - f. Makes an assignment for the benefit of its creditors, then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.
- 10) **Further Assurances.** If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
- 11) **Authority to Execute.** Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.
- 12) **Termination.** Either party may terminate this Agreement at any time upon a 30-day written notice to the other Party. The parties also agree that MSB™ may terminate this agreement if the District fails to provide timely payment as set forth in this agreement.
- 13) **Costs.** In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorneys' fees.
- 14) **Exclusions.** MSB™ in no way implies nor should any language herein be construed that MSB™ guarantees that the utilization of Medicaid Consultation and Billing by the District will guarantee the District's compliance with State or Federal requirements relative to Medicaid reimbursements. No utilization of Medicaid Consultation and Billing by the District will constitute the formation of an attorney-client relationship between MSB™ and the District.

- 15) **Notices.** Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, or by documented overnight delivery service, or sent by telecopy, telefax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the party at the address set forth at the head of this Agreement, or such other address as specified in writing by such party.
- 16) **Force Majeure.** The parties agree that MSB™ will not be held responsible for non-performance under the terms of this contract stemming from events reasonably outside of the control of MSB™, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.
- 17) **General.** This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) shall be governed by and construed under the laws of Texas applicable to contracts made, accepted, and performed wholly within Texas, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the parties and any right under this Agreement may be waived in whole or in part, only by a writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this letter agreement; (vi) no party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of all other parties to this Agreement (vii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of Texas, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney's fees.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the date first written above:

Lamar CISD

Name of Duly Authorized Agent: Dr. Thomas Randle

Title of Duly Authorized Agent: Superintendent

Signature of Duly Authorized Agent: _____

Signature Date: October 20, 2016

MSB Consulting Group, LLC

Name of Duly Authorized Agent: Chris Meroff

Title of Duly Authorized Agent: Executive Director

Signature of Duly Authorized Agent: _____

Signature Date: _____

Exhibit A Summary of Medicaid Consultation and Billing

As the consulting and billing agent, MSB™ agrees to adhere to all rules and regulations that pertain to the submission of claims under the Rules and Regulations that govern School-Based Medicaid reimbursement programs.

MSB™ is pleased to provide the following services to your school district:

- Unlimited access to your assigned local Program Specialist who will provide a single point of contact to manage your entire Medicaid to schools program
- Complete enrollment management for National Provider Identifier
- Complete enrollment management for Texas Provider Identifier
- Complete management of Fairbanks (STAIRS) account
- Complete management of Medicaid Administrative Claiming (MAC) enrollment
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC
- Complete management of quarterly RMTS Participant List certification, including staff training and response management • Complete management of MAC financial certification
- Complete management of Provider credentials to ensure they are current per SHARS billing guidelines
- Complete management of Professional Oversight of applicable Providers (COTA, PTA, SLPA, Grandfathered SLP, Delegated Nursing Services) per SHARS billing guidelines
- Unlimited onsite and online training for administrators and service providers to ensure the success of the SHARS program in the District
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation)
- Complete management of Specialized Transportation sessions and claiming
- Accurate, dependable, and confidential billing process: Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via **X Logs™** service documentation
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims
- Reports which show the status of all Medicaid transactions, reimbursements and cataloguing of electronic service delivery records
- Special reports as requested by the school districts
- Complete management of the Certification of Funds process
- Storage of all Remittance and Status reports from TMHP
- Complete analysis, audit and appeal/corrections of the previous two years' Cost Reports as allowed by the State
- Complete management of the annual Cost Reporting Process
- Complete management of the salary allocation for SSAs and Co-ops
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with Medicaid reimbursement to schools
- Advise school districts in contract negotiations with non-employees regarding contract sections related to payment terms and proper documentation for billing purposes
- Administrative, consulting, statistical and audit services to the District
- Complete management of the audit process, including audit preparation and facilitation to assist with proper procedure and rigorous compliance; Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.
- **X Logs™** Licensed System
- School data hosted on a secure server
- **X Logs™** web-based software usage
- Unlimited technical support --- 5 days a week via toll free number, Live Chat, and/or email
- Supporting documentation (Online User Guides, Video Tutorials)
- **X Logs™** software updates

Exhibit B District Responsibilities

As the Provider of Record, the school district agrees to provide information to MSB™ that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain **X Logs™** forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain attendance records
- Maintain actual cost data for covered services

**CONSIDER APPROVAL OF INTERLOCAL MEMBERSHIP TO THE CENTRAL
TEXAS PURCHASING ALLIANCE**

RECOMMENDATION:

That the Board of Trustees consider approval of a Resolution and Interlocal Participant Agreement with the Central Texas Purchasing Alliance, authorize the Board President to execute the agreement, and the Purchasing Department to pay a membership fee of \$150 annually.

IMPACT/RATIONALE:

Membership in the Central Texas Purchasing Alliance will provide Lamar CISD access to engage with vendors who have responded to procurements issued by member districts. Sponsored by Round Rock ISD, the alliance will enjoin the District with other districts like Spring Branch ISD, Austin ISD, Clear Creek ISD and many others across the State of Texas. Membership into this alliance will require the District to share procurement resources, and will provide benefits from joint procurements much like a purchasing cooperative. This shared resource will require additional language to be placed in District procurements that will communicate our membership in the alliance to potential vendors.

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 and shared resources. All procurements through this alliance will be on an as-needed basis with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of October 21, 2016 and will automatically renew unless either party gives 30 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



CENTRAL TEXAS PURCHASING ALLIANCE

INTERLOCAL PARTICIPANT AGREEMENT

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of the Central Texas Purchasing Alliance ("Members"), acting on behalf of their school districts and Lamar CISD ("Participant"), a governmental entity authorized to enter into an interlocal agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Central Texas Purchasing Alliance.

In consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. PARTY TO INTERLOCAL AGREEMENT

1.1. Participant hereby becomes a party to the Central Texas Purchasing Alliance Master Interlocal Agreement ("Master Agreement") and agrees to be bound by all terms and conditions set out in the Master Agreement, as modified and amended herein and in any other additional interlocal participant agreements.

1.2. Participant shall have all rights and duties as a founding Member except to the extent limited by the Master Agreement or the CTPA bylaws contained therein. The Master Agreement is attached hereto as Exhibit 1 and the terms and provisions of the Master Agreement are incorporated in this Participation Agreement.

2. TERM

2.1. Participant's rights and duties under the Master Agreement shall commence on the effective date of this Participant Agreement. Participant recognizes and agrees that the Master Agreement provides an initial term of the Master Agreement and also provides for a uniform ending date applicable to all Parties and is automatically renewable under certain conditions.

3. DEFAULT, REMEDIES

3.1 In the event of default by Participant, as the term default is used in the Master Agreement, the Members shall have the remedies provided in the Master Agreement and shall also have the right to terminate Participant's participation in the Master Agreement or suspend Participant's participation in the Master Agreement without terminating or otherwise affecting the Master Agreement and the other parties to the Master Agreement or other Participant Agreements.

4. FEES

4.1. Participant shall pay an annual fee pursuant to the bylaws of the CTPA.

4.2. Initial fee based on the most recent annual fee established by vote of the Board of Directors, shall be due upon execution of this Master Agreement, and annual fees shall be due as of January 30th of each calendar year thereafter. The fee shall not be prorated for a partial period of the initial year.

5. WARRANTY OF AUTHORITY AND DUE EXECUTION

5.1. Participant warrants to the Members of the Central Texas Purchasing Alliance and other parties to the Master Agreement that Participant has the authority to enter into this Participant Agreement and the person executing this Agreement is duly authorized on behalf of the Participant’s governmental entity to enter into this Participant Agreement and that Participant has agreed to be bound by the Participant Agreement, the Master Agreement and the duties and obligations of Participants set out in those agreements.

Dated to be effective this the 21st day of October, 2016

CENTRAL TEXAS PURCHASING ALLIANCE

By: _____
Signature

Jamie Spiegel, Purchasing Director - RRISD
CTPA Authorized Representative

Title: CTPA Executive Director

Sponsor School District: Round Rock Independent School District (RRISD)

PARTICIPANT

By: _____
Signature

Name: James Steenbergen

Title:Lamar CISD Board President

Sponsor Government Entity:Round Rock ISD



CENTRAL TEXAS PURCHASING ALLIANCE

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

THIS INTERLOCAL AGREEMENT FOR A CENTRAL TEXAS PURCHASING ALLIANCE (CTPA) ("Master Agreement") by and between the independent school districts named on the attached Exhibit A is executed for the purpose of engaging the districts to share purchasing opportunities for goods and services and to exchange purchasing related services methods and knowledge. Below, "Members" refers the member districts collectively; "Participant" to any entity which may join the CTPA after the execution of this Master Agreement, "Party" to an individual Member or Participant, and "CTPA" or "Parties" to the collective CTPA membership which includes the Member districts, Participants and any other entity authorized to act as a party to this Master Agreement.

WHEREAS, as part of its governmental functions, Members purchase goods and services pursuant to laws and regulations of the State of Texas; and

WHEREAS, Members research and determine opportunities for the purchase of various goods and services to meet its needs; and

WHEREAS, it would be advantageous to the Members and other parties to this interlocal agreement to cooperatively share information, training, research, procedures and opportunities for purchasing goods and services used by all Parties to this agreement; and

WHEREAS, this Master Agreement sets out a method for various entities to cooperate in fulfilling their purchasing needs in order to benefit the citizens served by the entities;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. AUTHORITY

This Master Agreement is entered into by the Members hereto pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with this Act.

2. DUTIES OF THE MEMBERS

2.1. The Members agree to undertake the following:

a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.

b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.

c. Develop and support web-based content related to the CTPA and purchasing related topics which will be made available to Members and Participants.

d. Perform purchasing system audits, provide advice regarding development of purchasing systems, perform or participate in peer performance reviews, extend purchasing assistance and other similar services as may be determined to be beneficial.

e. Pay fees and expenses as incurred pursuant to this Master Agreement.

f. Actively participate in and provide support to meetings and other activities conducted by the CTPA for the purpose of promoting the services and carrying out the functions of the CTPA.

g. Maintain as confidential, subject to the Texas Open Records Act, information supplied by Parties to the CTPA and deemed by the CTPA to be confidential.

3. ADVISORY BOARD OF DIRECTORS

3.1. There shall be created an alliance Board of Directors. The Board of Directors shall be determined pursuant to the bylaws of the CTPA, attached hereto as Exhibit B. At such time as additional participants are added to the Master Agreement, additional board positions shall be filled pursuant to the bylaws.

4. CTPA AUTHORIZED REPRESENTATIVE

4.1. The Executive Director of the CTPA shall act as the Authorized Representative of the CTPA. The Authorized Representative shall have authority as extended by this Master Agreement, to act on the CTPA's behalf and may execute additional agreements and otherwise bind the CTPA within the limits of authority granted by the CTPA Board of Directors.

5. EXPANSION OF MASTER AGREEMENT

5.1. The Members may, at their sole and exclusive discretion, extend this Master Agreement by agreeing to include other participants. Additional Participants to this Master Agreement will only be those parties who may enter into interlocal agreements pursuant to Government Code Section 791. Such new parties shall generally be referred to as "Participants."

5.2. Participants may become a part of this Master Agreement by execution of a separate Interlocal Participation Agreement to be executed by the Authorized Representative of the CTPA and the Participant. The Participant and any additional Participants entering into an Interlocal Participation Agreement agree that the Participant shall be bound by the terms and conditions of the Master Agreement and the Interlocal Participation Agreement executed between the CTPA's Authorized Representative and the Participant.

6. PURCHASING AUTHORITY

6.1. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated government entities.

6.2. The CTPA, in and of itself, shall not have any authority to make purchases of goods and services directly with Vendors or contractually bind its Members or Participants to any third party agreements, except to the extent authorized by the Board of Directors of the CTPA, for the purchase of products and services related to the maintaining databases of information, web hosting or other type administrative support tools required for the operation of the CTPA's business activities.

7. GOVERNING LAW

7.1. This Master Agreement and all actions taken pursuant to this Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the parties hereto shall be in Williamson County, Texas.

8. FEES AND EXPENSES

8.1. Members and other Participants shall pay an annual fee pursuant to the bylaws of the CTPA.

8.2. Initial fee shall be due upon execution of this Master Agreement and annual fees shall be due as of January 30th of each calendar year thereafter.

8.3. With the approval of the CTPA, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA's Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

9. INITIAL TERM; TERMINATION; AUTOMATIC RENEWAL

9.1. The term of this Agreement shall commence on December 1, 2003 and extend for an initial period ending on December 31, 2004. In the event additional Participants become parties to this Master Agreement, the term for the additional Participants shall commence on the date the additional Participant becomes a Participant and shall end on December 31, 2004. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.

9.2. The Agreement shall automatically extend under the terms and conditions, fees and charges then in effect for successive one (1) year periods from the initial period provided that any Party to this Master Agreement or an Interlocal Participation Agreement may terminate their membership upon written notice to the CTPA's Authorized Representative, thirty (30) days prior to the end of the then current agreement period.

9.3. Upon such notification of termination, the terminating Party shall not be authorized any refund of fees or other charges previously paid to the CTPA.

9.4. The Members shall have the right to terminate the Master Agreement with any Member or any Interlocal Participation Agreement with any Participant during any term for the Party's failure to make payments on time or failure to follow the terms and conditions of this Master Agreement, provided that the CTPA give the Party a fifteen (15) day written notice of the deficiencies and an opportunity to cure them.

9.5. The fees and charges made to the Parties for a subsequent term shall be the same as made during the then current term unless changed by the Board of Directors, as authorized by the bylaws of the CTPA. If such change in fees or charges shall be authorized, all Parties will be notified of such changes at least ninety (90) days prior to an automatic renewal date.

9.6. If, after such notification of a change in fees or charges, Members or Participants do not terminate this Agreement and allows it to automatically renew, charges for the next term shall be the new charges set out by the CTPA in this notification prior to the automatic renewal date, subject to modification as herein set out.

10. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

10.1. This Master Agreement is a privilege for the benefit of the Members or other CTPA governmental entity Participants and may not be assigned in whole or in part by the Party to any

other person or entity unless the CTPA through its Authorized Representative enters into a new written agreement with that person or entity. The Members reserve the right to assign this Master Agreement or subcontract any of its obligations hereunder. This Master Agreement is entered into for the sole benefit of the Parties. Nothing in this Master Agreement shall be construed as conferring any rights, benefits, remedies or claim upon any persons, firm, corporation or other entity.

11. CHARITABLE ACTIVITY RESTRICTIONS

11.1. No part of the net income of the CTPA shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the CTPA shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects of the CTPA.

11.2. No substantial part of the activities of the CTPA shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the CTPA shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

11.3. Notwithstanding any other provision of the Articles, the CTPA shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws, or by an organization contributions to which are to be deductible under Section 170(c)(2) of such code or corresponding provisions of any subsequent federal tax laws.

12. DEFAULT AND REMEDIES

12.1. If any Party fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by the CTPA to the Party, the Party shall be deemed in default under this Master Agreement.

12.2. In the event a Party shall at any time not have in effect a budget which contains funds to pay the charges provided for in this Master Agreement, the Party shall be deemed to have non-appropriated funds on the last effective date of a legally adopted budget containing funds to pay charges provided for hereunder. Upon the expiration of such a budget, the Participant shall have no further liability under this Master Agreement and shall be deemed to be in default as provided in this section of the Master Agreement. All payments, if any, made pursuant to this Master Agreement shall be made from current revenues available to the paying Party.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

13.1. All Parties to the Master Agreement acknowledge and agree that the Members or the CTPA are not the manufacturers of equipment, and that both the Members and the CTPA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or its function (whether purchased or leased by the Party from a

Member sponsored contract or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose.

14. FORCE MAJEURE

14.1. Except for its own acts, the CTPA or its Members shall not be liable to the Parties or any other person for any loss or damage, regardless of cause. The CTPA or its Members do not assume and shall have no liability under this Master Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of the CTPA or its Members or its Participants, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or unusually severe weather conditions.

15. LIMITATIONS OF LIABILITY

15.1. The Parties agree that except as limited by law the CTPA's sole liability for loss or damage arising out of mistakes, omissions, delays, errors, or defects in the goods or services provided by the CTPA or for losses or damages arising out of the failure of the CTPA shall be limited to a refund of the lesser of the then current annual fee or specific charge for the goods or services paid by the Party.

15.2. The CTPA or its Members shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond the CTPA or its Member's control.

15.3. The liability of CTPA or its Members in connection with the service provided is subject to the foregoing limitations and the CTPA or its Members makes no warranties of any kind, expressed or implied, as to the provision of such service.

15.4. The Parties agree to release, defend, indemnify and hold harmless the CTPA, its Members, and their respective government entity, including their officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Master Agreement, including without limitation, claims for personal injury or wrongful death to the Party or other users of the equipment, products or services provided by the CTPA or used in conjunction with such equipment, products or services provided by the CTPA and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of the CTPA or its Members.

16. AMENDMENT; WAIVER; SEPARABILITY

16.1. Amendments to or modification of this Master Agreement shall be in writing and signed by the authorized representatives of the Members. Lack of enforcement of any right under this Master Agreement by any Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Master Agreement supersede other agreements, written or

oral, between the Parties regarding the subject of this Master Agreement. Should a court of competent jurisdiction find any part of this Master Agreement invalid or unlawful, the remainder of this Master Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Master Agreement shall be construed in accordance with and governed by the laws of the state of Texas.

16.2. Any notice or demand shall be deemed received on the second business day after deposit in the U.S. mail. Either Party may from time to time designate any other address for this purpose by written notice to the other Party.

17. NO ORAL AGREEMENTS.

17.1. The Parties agree that this Master Agreement and its exhibits along with any authorized Interlocal Participation Agreements contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Master Agreement and any other writings, understandings, oral representations or contracts shall be deemed to be terminated, void and ineffective.

18. INSURANCE

18.1. The CTPA will not provide liability or any other types of insurance directly to its Members or Participants and all Parties shall only be provided insurance coverage to the extent authorized by their own sponsoring governing entity.

19. DISSOLUTION

19.1. Upon the dissolution of the Master Agreement or the winding up of the CTPA affairs, the assets of the CTPA shall be distributed exclusively for charitable or educational purposes or to organizations which are then exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws and to which contributions are then deductible under Section 170(c)(2) of such Code or corresponding provisions of any subsequent federal tax laws. Organizations having purposes similar to those of the CTPA shall be preferred.

20. APPLICABLE LAW.

20.1. Pursuant to Government Code Section 791.012, the laws governing independent school districts shall be the applicable law governing this Master Agreement.

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

**Exhibit A
Member List**

MEMBER DISTRICT	REPRESENTATIVE	TITLE
Austin ISD	Doyle Valdez	President, Board of Trustees
Bastrop ISD	Becky Bunte	Deputy Superintendent
Comal ISD	Abel Campos	Assistant Superintendent
Del Valle ISD	Larry Mendoza	Deputy Superintendent
Dripping Springs ISD	Dwane Shropshire	Assistant Superintendent for Business Operations
Eanes ISD	Cindy Hallett	Purchasing Coordinator
Georgetown ISD	David McLaughlin	Assistant Superintendent of Finance
Hays CISD	Annette Folmar	Director of Finance
Leander ISD	Ellen Skoviera	Assistant Superintendent Business and Operations
New Braunfels ISD	Ron Reaves	Superintendent
Pflugerville ISD	Craig Pruett	Coordinator of Purchasing
Round Rock ISD	Mike Jolly	Associate Superintendent & CFO
San Marcos CISD	Cindy Casparis	Purchasing Agent
Schertz-Cibolo-Universal City ISD	Matthew J. Rivera	Director of Purchasing
Waco ISD	Phil Brasher	Director of Purchasing
Wimberley ISD	Randall Rau	Business Manager

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

**Exhibit B
CTPA Bylaws**

ARTICLE I

The name of the alliance shall be the Central Texas Purchasing Alliance.

ARTICLE II – ORGANIZATIONAL AUTHORITY

The Central Texas Purchasing Alliance (hereto know as the “Alliance”) shall be a voluntary, organization formed under the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code and the Master Interlocal Agreement executed by all Members of the Alliance shall prevail.

ARTICLE III – PURPOSE

The purpose of the Alliance shall be:

1. To promote the professionalism, effectiveness and efficiencies of the purchasing departments within the member organizations.
2. To provide education to alliance members through regular meetings, networking, mentoring and by sharing of established contracts and solicitation processes.
3. To be a resource center for members regarding purchasing related practices, by sharing developed specifications and boilerplates and/or vendors desiring to do business with local government entities, by providing information on cooperative opportunities and other purchasing venues that will assist in the proficiency of the member purchasing departments.

ARTICLE IV – MEMBERSHIP

1. Application for voting membership shall be open to any purchasing governmental entity that is authorized to enter into an interlocal agreement and supports the purpose statements in Article III and continuing membership is contingent upon being up-to-date on membership dues.
2. Application for membership shall be made in writing on such form as prescribed by the Board of Directors.
3. Membership shall be from January 1 through December 31. Membership dues will not be prorated for partial year membership. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.
4. Membership shall be granted upon a majority vote of the Board of Directors.
5. The Board of Directors may create other membership classifications and shall have the authority to establish and define nonvoting categories of membership.

ARTICLE V – MEETINGS

1. Regular meetings of the Alliance shall be held on a regularly scheduled basis as determined by the Board of Directors.

2. Regular meetings will be conducted in accordance with the Roberts Rules of Order.
3. Special meetings of the Alliance may be called by the president when it is deemed necessary and for the best interest of the organization.
4. At the request of a majority of the Board of Directors or a majority of the members of the Alliance, the president shall cause a special meeting to be called.
5. Request for special meetings must be made in writing at least ten (10) days before the requested scheduled date. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE VI – VOTING

Each member as defined in Article IV; 1-5, in good standing shall be entitled to one (1) vote on each question and/or election. Votes may be cast by ballot, voice vote, show of hands and/or other methods approved by the membership and Board of Directors.

ARTICLE VII – FEES AND CHARGES

1. Member fees/dues shall be on an annual basis. Actual fees shall be set by a majority vote of the Board of Directors.
2. Dues/fees shall be considered delinquent if not received by the Alliance within thirty (30) days from the beginning of the Alliance’s fiscal year. (Fiscal year is January 1 to December 30)
3. With the approval of the Board of Directors, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA’s Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

ARTICLE VIII - OFFICERS AND DIRECTORS

1. The management of the Alliance shall be vested in an Executive Director and a Board of Directors.
2. The Board of Directors shall consist of the following member representatives: Executive Director, President, Vice President, Secretary, Treasurer and a minimum of four (4) Directors.
3. The Round Rock Independent School District’s lead purchasing authority shall be the Executive Director of the Alliance.
4. Officer positions shall only be held by K-12 member districts.
5. Each member organization shall appoint a single representative as its voting member. Only voting members are eligible for Officer or Board positions.
6. If no candidate applies for office, the President (or Director in his/her absence) will have the authority to appoint an officer.
7. Board elections will be held in April, with all positions taking effect the first of July.
8. Deleted.
9. Term. All Board members shall serve two-year terms, but are eligible for re-election with a maximum of two consecutive two-year terms in any specific position.

ARTICLE IX - DUTIES OF OFFICERS

1. Executive Director
 - 1.1. Serves as coordinator and manager of the alliance.
 - 1.2. Serves as ad hoc committee member at all board meetings.
 - 1.3. Prepares contracts and services to be presented to the President and the Board of Directors for

approval. Serves as Chairperson of the Nominating Committee.

1.4. Acts as Authorized Representative for the Alliance in all matters pertaining to the execution of Interlocal Participation Agreements.

2. President

2.1. Conducts and presides over the Board of Directors, the alliance and all board meetings.

2.2. Must maintain an annual membership in the Texas Association of School Business Officials.

3. Vice President

3.1. In the absence of the President performs all duties of the President and other duties as requested by the President.

4. Secretary

4.1. Will record the minutes of all board meetings.

4.2. Maintain the historical records of the alliance.

4.3. Keep a roster of the membership and sponsors.

5. Treasurer - Works with CPA/Auditing firm chosen by the Board of Directors to provide the following services.

5.1. Quarterly financial reports.

5.2. Receives of all funds paid to the alliance in the form of membership dues, sponsor fees, booth fees and any and all other income due the alliance.

5.3. Ensure all financial records are submitted for annual audit by the Board of Directors or Board's appointee(s).

6. Directors

6.1. Directors shall be appointed/elected only from Regions defined by the Board of Directors. Only one person from each entity can serve on the Board of Directors as an Officer or Director.

6.2. Responsible for formation of subcommittees and coordination and/or performance of special projects and research as may be assigned by the Board.

6.3. Sponsor group for mentoring, training and other member support services as may be assigned by the Board.

ARTICLE X - AMEND BY-LAWS

The by-laws may be amended or revised at any meeting of the Alliance or at a special meeting called for that purpose by the majority vote of the membership of the Alliance provided that notice of any proposed amendments or revision be sent to the voting membership prior to the meeting.

ARTICLE XI - PUBLICITY

No publicity shall be released in the name of the Alliance without prior approval of the Board of Directors.

ARTICLE XII - SPONSOR/VENDOR/EXHIBITOR QUALIFICATIONS

1. No sponsor, vendor and/or exhibitor will be allowed to participate in Alliance meetings unless that company has been approved by the Board of Directors.

2. Sponsors, vendors and/or exhibitors must be listed as an approved vendor from at least one member organization in order to participate in the Alliance's meetings.

ARTICLE XIII – COMMITTEES

1. The Board may create committees as needed, such as peer education and data collection. There shall be two standing committees – Executive and Educational Committees. The Board President appoints all committee chairs. Committee chairs must be members of the Board.

2. The Board Officers serve as the members of the Executive Committee.
3. The Vice President is the chair of the Educational Committee, which includes three other Board members. The Educational Committee is responsible for mentoring plan development, continuing educational projects and other educational project development as may be directed by the Board.

BOARD RESOLUTION
OF
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Lamar Consolidated Independent School District has been presented a proposed Interlocal Agreement for a Central Texas Purchasing Alliance by and between the Lamar Consolidated Independent School District and various other independent school districts and found the Agreement to be acceptable and in the best interests of the Lamar Consolidated Independent School District and its citizens; and

WHEREAS, the Lamar Consolidated Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended, desires to join in and elects to participate with the described purchasing alliance and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes; facilitating the exchange of purchasing knowledge processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the district; and

WHEREAS, the Lamar Consolidated Independent School District acknowledges its obligation to pay participation fees, if any, to be established by the Alliance in order to offset costs incurred on behalf of the Alliance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, Rosenberg, Texas:

Section I.

The Agreement is hereby in all things approved.

Section II.

The Purchasing and Materials Manager of the Lamar Consolidated Independent School is hereby designated to act for the District in all matters relating to the Central Texas Purchasing Alliance including the designation of specific contracts in which the District desires to participate.

Section III.

This resolution shall become effective from and after its passage. DULY PASSED AND APPROVED THIS THE 20th day of October, 2016.

James Steenberg
Board of Trustees President

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:

John and Randolph Foster Band Parents donated \$4,926.88 to purchase a vibraphone for Foster High School.

An anonymous donor donated \$5,000 to provide every child at Frost Elementary to receive a book (up to \$10 value) at the Book Fair.

Fulshear Athletic Booster Club donated \$8,000 to purchase a run through tunnel for the football team at Fulshear High School.

Mr. and Mrs. Samuel Levin donated \$3,500 for a field trip for 7th graders at George Junior High School.

Velasquez PTO donated \$3,330 to be used for three teachers from Velasquez Elementary School to attend the Ron Clark Academy.

Dollar General Literacy Foundation awarded a \$4,000 grant to Wertheimer Middle School to purchase books and projects items for "Boys in the Boat".

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 14 – 18, 2016 as “Parent Involvement Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

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

Knowing that parent involvement is a key to improving student achievement, proclaiming November 14 – 18, 2016 as Parent Involvement Week will provide the community with a clear statement that parent involvement is valued and very important in the Lamar CISD. Special events for parents are encouraged at our campuses during the month of November.

PROGRAM DESCRIPTION:

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

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

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

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

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

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

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

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 14 – 18, 2016 to be “Parent Involvement Week” in the Lamar Consolidated Independent School District.

October 20, 2016

James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
SERVICES FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional topographic surveying services for Carter Elementary School in the amount of \$8,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional topographic surveying services is a professional service that the District must contract directly. The property being considered for the Carter Elementary School is in the due diligence stage whereby Lamar CISD evaluates the suitability of the site for a school facility. The topographic surveying services will begin after the due diligence period is complete.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional topographic surveying services will include survey of existing grading, underground utilities, roadways and large trees. This work is crucial in the design and construction of Carter 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

**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

September 27, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic surveying services on approximately 15 acres,
John Foster Survey, Abstract 26
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is requiring a topographic survey on an approximate 15 acre tract near the Stonecreek development in Rosenberg. This tract is to be surveyed out from a larger tract and therefore the boundaries for this tract are not yet determined. Once the tract has been created and marked on the ground, we will be able to perform a topographic survey of the subject tract.

Scope of Services

I. Topographic Survey Services

- A. We will perform a topographic survey of the approximate 15 acre tract on a 100-foot grid interval. We will include cross-sections of A. Meyers Road and will locate all utilities as determined by available above-ground evidence. We will also obtain occasional cross-sections of Dry Creek and locate trees of 6-inches or greater caliper. We will show current FEMA flood designations and identify the Base Flood Elevation per FEMA documentation.
- B. The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

Project Fee

The combined fee for these services is \$8,500.00.

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD_Stonecreek topo.doc
Enclosure

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

Date

Name (Printed) Phone Number



GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.
(SURVEYING)

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.

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

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AMERICAN CONSTRUCTION INVESTIGATIONS, LTD



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

September 19, 2016

Dustin Fredrickson
Vanir
20333 State Highway 249, Suite 200
Houston, TX 77070

Re: TAS Review Services

Mr. Fredrickson,

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

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

Review and inspection fees are based on estimated construction cost. It is our understanding that the estimated construction cost for the new Don Carter Elementary is \$20,297,714.00.

TAS Plan Review/Inspection Fees

- Review = \$1025.00
- State Filing Fee = \$175
- Inspection + Travel = \$1148

The proposed services include one review report and one revisions review report for each project as well as phone and email support to address review comments.

Additional approved services requested by the client are billed hourly at \$185 per hour. Our proposal does not include design services.

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

Sincerely yours,
AMERICAN CONSTRUCTION INVESTIGATIONS, LTD.



Jeremy G. Murphy
Director, Accessibility & Code Consulting Services

**CONSIDER APPROVAL OF PROFESSIONAL PLATTING SERVICES
FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional platting services for Carter Elementary School in the amount of \$9,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Professional platting services is a professional service that the District must contract directly. The property being considered for the Carter Elementary School is in the due diligence stage whereby Lamar CISD evaluates the suitability of the site for a school facility. The platting services will begin after the due diligence period is complete.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Professional platting services will include all work to create a plat for the site of the new Carter Elementary School and includes all fees and costs related to recording the final plat with the city of Rosenberg and Fort Bend County. This service will be required to obtain a building permit for the project.

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

September 16, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Platting services on approximately 15 acres,
John Foster Survey, Abstract 26
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for platting services of the above referenced site. It is our understanding the District is requiring a recorded plat on an approximate 15 acre tract near the Stonecreek development in Rosenberg. This tract is to be surveyed out from a larger tract and therefore the boundaries for this tract are not yet determined. Once the tract has been created and marked on the ground, we will be able to create a plat for approval by the City of Rosenberg and Fort Bend County.

Scope of Services

I. Platting Services

We will prepare and submit through the City of Rosenberg and Fort Bend County a plat for development of the tract into a single large reserve. This includes all fieldwork, drafting and related office work to have the development plat of the tract submitted to the City of Rosenberg and Fort Bend County and ultimately filed for record at the County Clerk's office. Our fee also includes the various related fees and costs payable to others during the process of platting. This includes submittal fees to the City of Rosenberg and Fort Bend County, recording fees for Fort Bend County, charges for certified copies of County tax certificates, and charges for a current platting letter from a title company in a format acceptable to the City of Rosenberg and Fort Bend County.

*Please note these services do not include any drainage or engineering design and/or calculations.

Project Fee

The combined fee for these services is \$9,000.00.

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
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Enclosure

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

Date

Name (Printed)

Phone Number



GENERAL CONDITIONS OF AGREEMENT

JONES & CARTER, INC.
(SURVEYING)

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.

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE
FOR LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance Co., Inc. for the HVAC test and balance service for Lindsey Elementary School in the amount of \$80,300.

IMPACT/RATIONAL:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for 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



Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
Fax: 281-872-6309
eahouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2160272T

TO: Vanir-Rice & Gardner
4907 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD
Lindsey Elementary School

ATTENTION: Dustin Fredickson

DATE: August 29, 2016

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans (Issued for Proposal) dated March 9, 2016, Addendums 1 – 4 dated March 21 – 31, 2016, Post Proposal Addendum dated April 8, 2016 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Testing, Adjusting and Balancing per AABC Standards	\$ 57,235.00
Control Sequence Verification	\$ 16,150.00
Field Document Preparation	\$ 2,775.00
Final Report Preparation	\$ 4,140.00

TOTAL NET PRICE FOR THE ABOVE SERVICES.....\$ 80,300.00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway
Sales Manager

Please return this proposal with your signature of approval.

Name & Title

Date of Acceptance

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**CONSIDER APPROVAL OF GEOTECHNICAL STUDY
FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for Carter Elementary School in the amount of \$8,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Geotechnical engineering services are a professional service that the District must contract directly. The property being considered for the Carter Elementary School is in the due diligence stage whereby Lamar CISD evaluates the suitability of the site for a school facility. The geotechnical study will begin after the due diligence period is complete.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the foundation design. These reports are crucial in the design and construction of Carter 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

September 30, 2016



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

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Elementary School No. 26
A Meyers Road and Laurabee Drive
Richmond, Texas
Terracon Document No. P92165561

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is on a tract of land located west of the intersection of A Meyers Road and Laurabee Drive in Richmond, Texas.
Existing conditions	Based on available aerial photographs, the project site appears to be vacant at the time of this cost estimate.
Proposed improvements	<ul style="list-style-type: none">■ A single-story school building with a footprint area of approximately 84,000 square feet.■ Adjacent pavement areas.
Building construction (assumed)	Steel-frame construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Building foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	Within approximately one to two feet above existing grade.
Maximum structural loads (assumed)	<ul style="list-style-type: none">■ Column loads: 100 to 150 kips.■ Floor slab pressure: 125 pounds per square foot.

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

2.0 SCOPE OF SERVICES

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

Field Program. The field program for this project is planned to consist of drilling nine test borings to depths of 25 feet in the area of the proposed school building along with five test borings to depths of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 250 feet.

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

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

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

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

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

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

- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines.

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

3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilling footage of 250 feet, we estimate a cost of \$8,000. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access our proposed boring locations, we estimate an additional cost of \$500. The total cost for our scope of services would then be \$8,500. The cost of our services will not exceed these figures without approval of the client.

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

4.0 AUTHORIZATION

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

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


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


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

Sincerely,

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


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


Andrew J. Muras, P.E.
Project Engineer


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

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Elementary No 26 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 9/30/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **9/30/2016**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

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

Reference Number: P92165561

**CONSIDER APPROVAL OF THE DISTRICT-WIDE ACCESS CONTROL SYSTEM
SERVICE ORDER FOR KCI TECHNOLOGIES**

RECOMMENDATION:

That the Board of Trustees approve the service order for KCI Technologies for the district-wide access control system in the amount of 6% of the total construction cost and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The district-wide access control system will be funded from surplus funds from the 2011 Bond Program.

The master agreement with KCI Technologies was approved by the Board of Trustees at the September 2016 meeting which sets terms, conditions and a fee schedule for engineering design projects that may be assigned to the firm. The service order is specific to the district-wide access control system project.

PROGRAM DESCRIPTION:

District-wide access control system project will evaluate building access control systems compatible with District requirements, and provide design services for procurement of card readers and building modifications for installation of the access control system at 38 existing school facilities. Upon approval, the Board President will execute the service order with KCI Technologies.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

This is an Amendment, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated August 11, 2016. This Amendment shall be an addition to the original contract.

Project and Fee

Owner: Lamar Consolidated Independent School District

Engineer: KCI Technologies, Inc.

Project Title: 2016 Access Control Additions

Scope KCI Technologies, Inc. will provide Mechanical, Electrical & Plumbing engineering services for the following scope of work:

- Documenting the District’s goals and criteria for Access Control of buildings
- Assessing available access control systems and options
- Recommending district-wide standard specifications and installation details
- Preparing technical specifications and drawings for bidding
- Access Controls include:
 - Card readers, credential cards, and keypad
 - Security access operating system and application software and controllers connected to electronic-data transmission network
- Access Controls does not include: Intrusion Detection, Exterior Perimeter Security or Video Surveillance
- Project facilities included are:

School Category	Doors /Site	# of Schools	# Access Points
High Schools	5	4	20
Jr. High Schools	5	4	20
Elementary Schools	3	22	66
Middle Schools	3	4	12
Fulshear HS	5	1	5
Leaman Jr HS	5	1	5
Alternative Learning Center	3	1	3
Seguin ECC	3	1	3
Totals		38	134

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

Master Contract Fee Schedule:

Construction Costs	Percentage Fee
\$0 to \$100,000	7.50% of Total Construction
\$100,001 to \$250,000	7.00% of Total Construction
\$250,001 to \$500,000	6.50% of Total Construction
Over \$500,000	6.00% of Total Construction

Construction Budget: \$670,000

Estimated Fee: 670,000 @ 6% = \$40,200 plus reimbursable expenses

Billing Description	Billing Percentage	Billing Amount of Approved GMP
Complete Construction Documents	Seventy Five Percent (75%)	\$30,150.00
Complete Bidding Process	Five Percent (5%)	\$2,010.00
Construction Administration/ Final Closeout	Twenty Percent (20%)	\$8,040.00

KCI Technologies, Inc. will invoice Lamar Consolidated Independent School District on the schedule specified in the Master Agreement.

James Steenberg (Owner) Board President

(Date)

Stephen Redding, Vice President, for KCI Technologies, Inc.

(Date)

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

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy's gas development fees for Lindsey Elementary School and approve the payment in the amount of \$7,781.65.

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 a new service line, street bore and meter for Lindsey Elementary School. Upon approval, a check 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: 10/11/16

Name: LAMAR CONSOLIDATED ISD Lindsey Elem **BP#** 11442
Address: 2431 JOAN COLLIER TRCE
City: KATY **State** TX **Zip** 77494
Phone:
Fax/Email:
RE: NEW SERVICE LINE TO LINDSEY ELEMENTARY **Zones:** 50054003
Gas Coordinator: IGNACIO GUERRERO **Phone:** 281-341-4936

Description	W/O #	Qty / Ftg	Charge	Total
NEW SERVICE LINE	79428144	1029	3.85	3,961.65
STREET BORE	79428144	100	8.00	800.00
NEW METER & 5PSI DELIVERY	79391170	1	3,020.00	3020.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$7,781.65

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 CENTERPOINT ENERGY BLANKET EASEMENT
FOR LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket easement for the installation of overhead and underground electric service at Lindsey Elementary School and authorize the Board President to execute easement documents.

IMPACT/RATIONAL:

The blanket easement to CenterPoint Energy is for the overhead and underground service for Lindsey Elementary School. The electrical service will enter the site from the north property line, and then go behind the school before going underground to a pad mounted transformer located in service yard.

The Board of Trustees approved the terms and conditions for CenterPoint at their July 2016 meeting which authorized the design on the electrical service. This blanket easement covers the entire site. Following installation, a specific easement for the actual utility locations will replace this blanket easement. There is no cost for this electric service installation.

PROGRAM DESCRIPTION:

Upon approval, CenterPoint Energy will be authorized to coordinate the installation of the permanent electrical service for Lindsey Elementary School.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

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

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

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

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

 That certain 13.54-acre tract of land, being all of Restricted Reserve "A" in Block 1 of Firethorne West Reserve "A", a subdivision located in the J.D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110028 of the Plat Records of said County and State, being the same property described in a deed from JDC/Firethorne, Ltd to Lamar Consolidated Independent School District, dated December 14, 2010 and filed for record under County

Clerk's File 2010122398 of the Official Public Records of Fort Bend County, Texas, (the "Easement Area").

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

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

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above

ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of

the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

(Intentionally blank)

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said school district.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF }

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of **Lamar Consolidated Independent School District**, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 13.54-acre tract of land, being all of Restricted Reserve "A" in Block 1 of Firethorne West Reserve "A", a subdivision located in the J.D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110028 of the Plat Records of said County and State, being the same property described in a deed from JDC/Firethorne, Ltd to Lamar Consolidated Independent School District, dated December 14, 2010 and filed for record under County Clerk's File 2010122398 of the Official Public Records of Fort Bend County, Texas.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this ____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

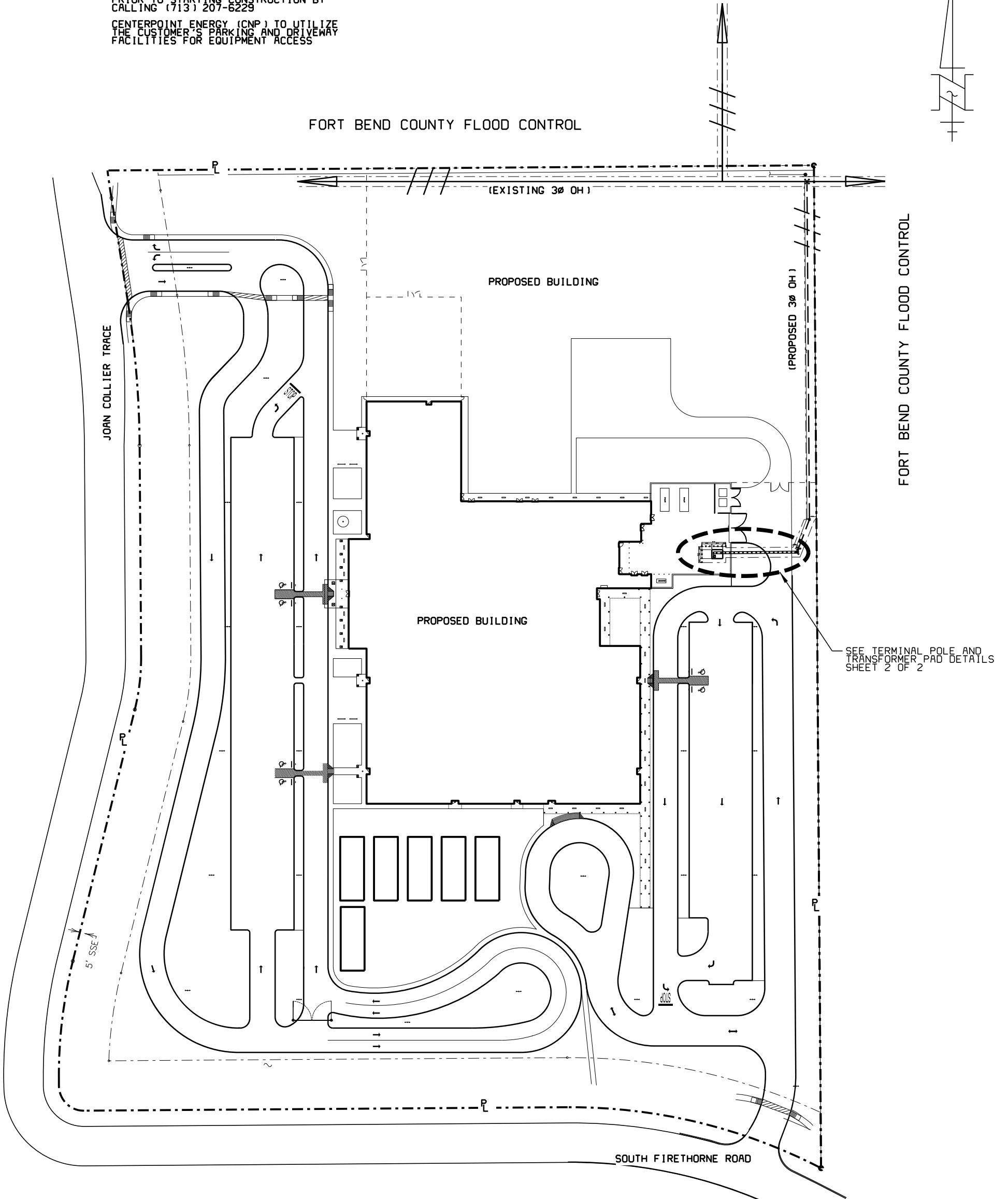
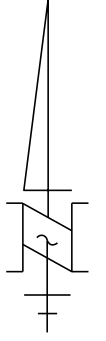
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE
4156	B2	483K	EXHIBIT "A"	N. T. S.

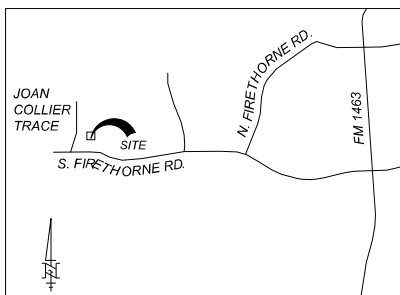
LAMAR CISD (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS

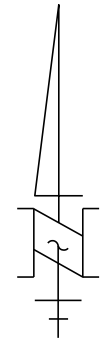
FORT BEND COUNTY FLOOD CONTROL



VICINITY MAP

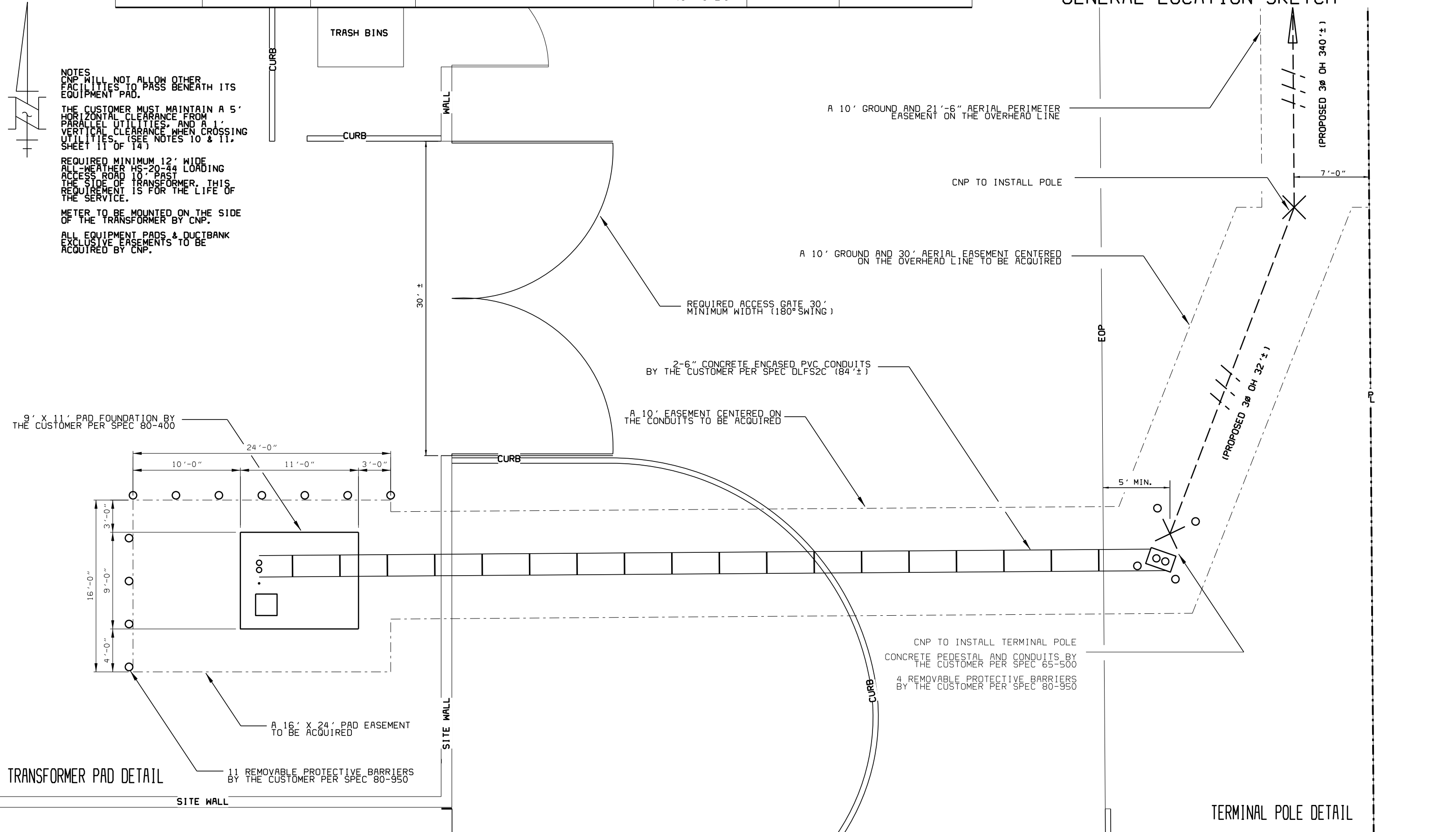


LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE
4156	B2	483K	EXHIBIT "A"	N.T.S.



NOTES
CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.
THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 11 OF 14)
REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.
METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.
ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

GENERAL LOCATION SKETCH



TRANSFORMER PAD DETAIL

TERMINAL POLE DETAIL

86

**CONSIDER APPROVAL OF THE FOSTER HIGH SCHOOL
WATER PLANT UPGRADES SERVICE ORDER FOR KCI TECHNOLOGIES**

RECOMMENDATION:

That the Board of Trustees approve the service order for KCI Technologies for design of the Foster High School water plant upgrades in the amount of 6% of the total construction cost and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the Foster High School water plant upgrades.

The master agreement with KCI Technologies was approved by the Board of Trustees at their September 2016 meeting which sets terms, conditions and a fee schedule for engineering design projects that may be assigned to the firm. The service order is specific to the Foster High School water plant upgrades project.

PROGRAM DESCRIPTION:

The Foster High School water plant upgrades will include a new water well, above ground water storage tank, and associated piping and controls to increase water supply for the high school, junior high school, middle school and future practice pool. Upon approval, the Board President will execute the service order with KCI Technologies and the design 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

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

This is an Amendment, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated August 11, 2016. This Amendment shall be an addition to the original contract.

Project and Fee

Owner: Lamar Consolidated Independent School District

Engineer: KCI Technologies, Inc.

Project Title: 2016 Foster Water Plant

Scope KCI Technologies, Inc. will provide engineering services for the following scope of work:

The Work includes the design of an upgrade to an existing water pump plant site located at LCISD Foster High School 4400 FM 723 Road, Richmond, Texas, 77406, including a ground storage tank (GST) with approximately 150,000-gallon capacity, 1-563 gallons per minute (gpm) and 2-250 gpm booster pumps, 6,800 gallon capacity hydropneumatic tank, disinfection injection system and ground water well with approximately 0.18 million gallons per day capacity. The scope of work will include a new bolted steel ground storage tank (GST) of the same capacity as the existing, a new 563 gpm booster pump, and a new ground water well with the same capacity as the existing. KCI will provide an existing operating conditions report, preliminary site layout, conceptual cost estimate, and a final design with construction cost estimate. This project will include following scope of services:

I. SURVEY

- a. To be provided by others, not included in KCI's scope: topographic survey with location of all existing improvements for design and location of proposed improvements for permitting including underground utilities. Location of water and wastewater utilities to assure there are no wastewater utilities within 150-ft. radius of groundwater well pump as required for Texas Commission of Environmental Quality (TCEQ) permitting.

II. ASSESS EXISTING CONDITIONS

- a. Gather and review all record documents available. Summarize in Existing Operating Condition Report.
- b. Perform site visit, interview operators and summarize in report.

III. GROUND STORAGE TANK

- a. Perform connection from proposed GST to existing distribution pumps.
- b. Proceed with the development of tank requirements and associated pipeline connections. Critical to the design will be establishing the floor elevation of the tanks to achieve the hydraulic operations.
- c. Prepare contract drawings and specifications to provide layout of the recommended improvements sufficient for Client and permitting review. Performance specifications will be prepared for the ground storage tank and foundation. All work will be designed in accordance with Texas Commission of Environmental Quality (TCEQ) standards and guidelines.
- d. Prepare an Engineer's Opinion of Probable Construction Cost.

IV. BOOSTER PUMP

- a. Add additional 563 gpm pump with the same head as the existing 563 gpm pump to the pump building. Relocate existing air compressor.
- b. Extend existing header to accommodate new pump.

V. GROUND WATER WELL

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

- a. Well Pump Design and Pump Pad Design: to be provided by the well driller or KCI.
- b. Well Pump Permitting through Fort Bend Subsidence District and TCEQ: to be done by the well driller.
- c. Electrical: Connect new booster pump and ground water well to the existing motor control center.
- d. Station Layout: Evaluate and discuss pump plant layout options with the Client. As part of the discussions; costs, constructability, schedule considerations, and operations & maintenance will be evaluated.
- e. SCADA/Controls: KCI will provide integration of new ground water well and GST with existing system
- f. I&C Criteria: KCI will coordinate design of controls for the new GST, booster pump and Ground Water Well to be consistent with and tie into existing system.
- g. Site Design: Assess the storm water management needs for the site improvements to satisfy local requirements and regulations. Assure compliance for elevations and clearances as required by applicable regulations.
- h. Prepare contract drawings and specifications to provide layout of the recommended improvements sufficient for Client review. Performance specifications will be prepared for the pumps. All work will be designed in accordance compliance with Texas Commission of Environmental Quality (TCEQ) standards and guidelines.
- i. Prepare an Engineer's Opinion of Probable Construction Cost.

VI. YARD PIPING

- a. Route piping to tie the new GST, booster pump and Ground Water Well to the existing system.
- b. Prepare an Engineer's Opinion of Probable Construction Cost.

VII. COORDINATION AND MEETINGS DURING DESIGN PHASE

- a. Meeting to discuss comments of existing operating conditions report and site layout.
- b. Meeting to discuss 60% review comments.

VIII. BID AND CONSTRUCTION PHASE SERVICES

- a. KCI will issue plans for tender, be available for questions, and provide bid recommendation to the Client.
- b. Once the project is awarded to a Contractor, KCI will provide construction phase engineering services. Construction contract administration, resident inspection, and testing services will be performed by others.
- c. The pre-construction conference and monthly progress meetings will be conducted by others. KCI will attend the pre-construction conference and the construction progress meetings, and will contribute regarding the areas of our responsibility for the construction phase of the project.
- d. KCI will provide interpretations to the intent of the contract documents, and will resolve discrepancies in the contract documents, if necessary. We will review submittals, shop drawings, material certifications, samples, and other related contractor submittals for conformance with the contract documents. We will assist Client in preparing construction change orders related to design issues. We will respond to Contractor's Requests for Information.
- e. For up to 4 months of Contractor's mobilization to project site, KCI staff will conduct monthly site visits, observe construction work, and report these observations to Client. Total of 4 trips.
- f. The construction contractor will maintain red line annotations to the contract drawings during the course of the construction contract to reflect as-built conditions. The red-lines will be furnished to KCI at the completion of the project for preparation of as-built drawings.

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

- g. KCI will complete as-built drawings and provide electronic and hard copies to Client.
- h. Start up and commissioning are not included.

IX. ASSUMPTIONS

- a. Environmental assessments, studies, permitting, and associated mitigation are not needed or to be provided by others.
- b. Corrosion testing and cathodic protection design to be performed by others, if recommended.
- c. Surveying provided by others.
- d. Geotechnical investigations, borings, and recommendations are to be provided by others for the Ground Storage Tank Foundation design.
- e. Water sampling and analysis to be provided by others, KCI will coordinate.
- f. Existing hydropneumatic tank, piping and chlorine treatment capacity are adequate to accommodate additional well and storage capacity.
- g. Existing motor control center is adequate to accommodate new well pump and booster pump.
- h. Total water demand with the addition of a new natatorium has not exceeded the capacity of the existing water supply system. No study of ultimate demand capacity will be done by KCI.

Master Contract Fee Schedule:

Construction Costs	Percentage Fee
\$0 to \$100,000	7.50% of Total Construction
\$100,001 to \$250,000	7.00% of Total Construction
\$250,001 to \$500,000	6.50% of Total Construction
Over \$500,000	6.00% of Total Construction

Construction Budget: \$800,000

Estimated Fee: 800,000 @ 6% = \$48,000 plus reimbursable expenses

Billing Description	Billing Percentage	Billing Amount of Approved GMP
Complete Construction Documents	Seventy Five Percent (75%)	\$36,000.00
Complete Bidding Process	Five Percent (5%)	\$2,400.00
Construction Administration/ Final Closeout	Twenty Percent (20%)	\$9,600.00

KCI Technologies, Inc. will invoice Lamar Consolidated Independent School District on the schedule specified in the Master Agreement.

James Steenbergen (Owner) Board President

(Date)

Michael Perez, Vice President, for KCI Technologies, Inc.

(Date)

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
SERVICES FOR THE FOSTER HIGH SCHOOL WATER PLANT UPGRADES**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional topographic surveying services for the Foster High School water plant upgrades in the amount of \$11,000 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 topographic surveying services will include survey of existing grading, existing structures, and underground utilities. This work is crucial in the design and construction of the Foster High School water plant upgrades.

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

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

October 6, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey Services on the Water Plant Site at Foster High
School William Andrews League, Abstract 3
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District is considering a new well at the Project Site and requires a topographic survey of the facilities, per the attached exhibit. As directed by the engineer on this project, the topographic survey should include all locatable underground lines, structures, all site improvements, property boundaries and owners' names within 150-feet, and any identifiable potential pollution hazards.

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. We will survey in the location of all the improvements within the Project Site, finish floor elevations at all doorways, and ground elevations at a grid interval of 25-feet in the currently fenced area, as accessible. We will acquire ground elevations at a grid interval of 50-feet in the open area identified as the "Additional Area" on the attached exhibit. 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 and immediately adjacent to the Project Site. The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

II. Underground Locating Services

We will have all the locatable underground utility lines marked and surveyed in by contracting with Lonestar Locating, LLC. Their fee is included in our total fee.

Project Fee

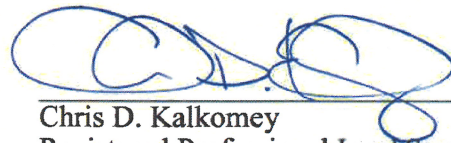
The fee for these services is \$11,000.00.

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 Foster Water Plant site.doc
Enclosure

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

Date

Name (Printed)

Phone Number



GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.
(SURVEYING)

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.



**CONSIDER APPROVAL OF FIBER DATA CONNECTION FOR
LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phonoscope Light Wave, Inc. for fiber data connection for Lindsey Elementary School in the amount of \$77,866 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Fiber data connection will provide internet, phone and data connection to Lindsey Elementary School. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Phonoscope Light Wave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Board President will execute the agreement.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**FIBER OPTIC NETWORK LEASE & MAINTENANCE AGREEMENT
 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Project Change Authorization 4

This Project Change Authorization 4 ("Addendum") shall modify the original Fiber Optic Network Lease & Maintenance (PLW-08893), ("Agreement"), by and between **PS Lightwave** with offices located at 5959 Corporate Drive, Suite 3300, Houston, TX 77036 and **Lamar Consolidated Independent School District** ("District"), with offices located 3911 Avenue I, Rosenberg, TX 77471 (as awarded under FCC Form 470.160156778 dated February 15, 2016.).

PS Lightwave and the District have mutually agreed to addend the following sections from the referenced Agreement as follows:

NEW SERVICE

I. Applicable Fiber; termination at Sites:

The "Applicable Fiber" shall include the following New Campus/Lease site noted in the Fiber Optic Lease Agreement from the District Data Center, 28836 FM1093, Fulshear TX 77441 as follows:

School Name	Address	Fiber Count	Delivery Date
Kathleen Joerger Lindsey Elementary School	2431 Joan Collier Katy 77494	2SMF	90 Days

II. Fiber Optic Network Lease Fee

Basic Fiber Optic Network Lease Fee: As the "Basic Dark Fiber Lease Fee" for the use of Applicable Fiber, the District agrees to a Monthly Recurring Cost increase of Two Hundred Fifty and No/100 Dollars (\$250.00) per month plus any applicable federal, state and local taxes and regulatory fees as reflected in the Monthly Recurring Costs. The monthly recurring cost escalates five percent (5%) annually until the end of the contract term.

The District agrees to remit a one-time aid-to-construction fee for this Amendment in the amount of Seventy Seven Thousand Eight Hundred Sixty Six and no/100 Dollars (\$77,866.00) payable within thirty (30) days of receipt of invoice for the term thereof. The pricing is contingent upon the District providing a four-inch conduit from the demark in Lindsey Elementary to an agreed upon location in the public right-of-way.

All provisions of the Agreement not addended by this Addendum shall remain in full force and effect.

EXECUTED IN MULTIPLE COUNTERPARTS, each of which shall have the force and effect of an original, by each party on the date set forth beside the signature of each, the latter of which dates shall be the date of this Addendum. **IN WITNESS WHEREOF**, PS Lightwave and the District have executed this Addendum as evidenced below:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

PS LIGHTWAVE

By: James Steenbergen

Date

By: Rhonda Cumming

Date

Title: Board President

President

**CONSIDER APPROVAL OF VANIR/RICE & GARDNER CONSULTANTS
CONTRACT AMENDMENT NO. 2**

RECOMMENDATION:

That the Board of Trustees approve contract amendment No. 2 to Vanir/Rice & Gardner Consultants at no additional cost and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The original contract with Vanir/Rice & Gardner Consultants defines a specific scope of work and list of projects. Changes in scope is made by contract amendment. No additional funding is required for this change in scope.

PROGRAM DESCRIPTION:

Vanir/Rice & Gardner Consultants has provided a proposal to assist with the design and construction of district-wide site lighting project to be funded from surplus funds from the 2011 Bond Program. The duration of this project is short term and can be supported by Vanir/Rice & Gardner Consultants' current staff.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

 **AIA**® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Lamar Consolidated Independent School District
(Owner or Owner's Representative)

In accordance with the Agreement dated: 20th day of October in the year 2016

BETWEEN the Owner:
(Name and address)

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

and the Architect:
(Name and address)

Vanir/Rice & Gardner Consultants, Inc. A Joint Venture
6161 Savoy, Suite 1212
Houston, TX 77036

for the Project:
(Name and address)

District Wide - Site Lighting

Authorization is requested

- to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:

Lamar Consolidated ISD is undertaking the above listed project using surplus funds from a previous bond issue. Vanir-Rice & Gardner, A Joint Venture, has the ability to provide project management and construction coordination services to assist LCISD.

The schedule for these projects is shown below:
District Wide - Site Lighting - October 2016 - August 2017

Vanir-Rice & Gardner, A Joint Venture proposes to add this scope of work as a No-Cost Change to our current Agreement with Lamar Consolidated Independent School District.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
\$0.00

Time:
No adjustments to the contract dates.

SUBMITTED BY:

James D. Rice
(Signature)

James D. Rice, Project Executive

(Printed name and title)

10-10-16

(Date)

AGREED TO:

(Signature)

James Steenbergen, President, Board of Trustees

(Printed name and title)

(Date)

**CONSIDER APPROVAL OF PROCUREMENT METHOD AND PROJECT
AUTHORIZATION FOR DISTRICT-WIDE SITE LIGHTING**

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 district-wide site lighting.

IMPACT/RATIONAL:

The district-wide site lighting project 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 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 district-wide site lighting.

PROGRAM DESCRIPTION:

The district-wide site lighting project will replace existing exterior building lighting and parking lot lighting with new LED fixtures at 49 sites within the District, including schools and support facilities with a projected budget of \$1,600,000.

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.

The evaluation criteria is attached.

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

Recommended for approval:



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 HAZARDOUS MATERIALS SURVEYING SERVICES
FOR VARIOUS PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for various projects in the total amount of \$5,180 and authorize the Board President to execute the agreements.

IMPACT/RATIONAL:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. Funds for these projects were allocated within the 2014 Bond Budget or from the 2011 Surplus Funds for specific projects listed below.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

2014 Bond

- Terry High School Baseball Complex Renovations and Band Hall Expansion at Terry High School \$1040
- Lamar Consolidated High School Band Hall Expansion \$ 860

2011 Surplus Funds for Replacement Chillers

- Huggins Elementary School \$ 820
- Travis Elementary School \$ 820
- Seguin Early Childhood Center \$ 820
- Alternative Learning Center \$ 820

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Revised Proposal for Asbestos Survey
B. F. Terry High School
Baseball and Softball Field, and Band Hall
5500 Avenue N, Rosenberg, Texas
ESI Proposal No. 16100379 Rev.**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the demolition of the baseball and softball field and facilities, and Band Hall Addition Project at B. F. Terry High School located at 5500 Avenue N in Rosenberg, Texas. We understand this building encompasses approximately 290,000 square feet. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$765 to \$1,040**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$765 to \$1,040**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to \$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to 240
Licensed Asbestos Inspector, 3-4 hours @ \$60/hr	180	to 240

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 12-18 samples @ \$20/sample	\$ 240	to \$ 360
Miscellaneous expenses	15	to 20

Total Estimated Cost **\$ 765** **to** **\$ 1,040**

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100379 proR)

ACCEPTED:

By: _____

Title: _____

Date: _____

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Proposal for Asbestos Survey
Lamar High School Band Hall
4606 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 16100380**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the Band Hall Addition Project at Lamar High School located at 4606 Mustang Avenue in Rosenberg, Texas. We understand this building encompasses approximately 270,000 square feet and is currently occupied. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$645 to \$860**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$645 to \$860**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to \$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to 240
Licensed Asbestos Inspector, 2-3 hours @ \$60/hr	120	to 180

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 9-12 samples @ \$20/sample	\$ 180	to \$ 240
Miscellaneous expenses	15	to 20

Total Estimated Cost **\$ 645** to **\$ 860**

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100380 pro)

ACCEPTED:

By: _____

Title: _____

Date: _____

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Proposal for Asbestos Survey
Huggins Elementary School
No. 1 Huggins Dr., Fulshear, Texas
ESI Proposal No. 16100376**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the Chiller Replacement Project at Huggins Elementary School located at No. 1 Huggins Dr. in Fulshear, Texas. We understand this building encompasses approximately 58,000 square feet and is currently occupied. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$585 to \$820**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$585 to \$820**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to	\$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to	240
Licensed Asbestos Inspector, 2-3 hours @ \$60/hr	120	to	180

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 6-10 samples @ \$20/sample	\$ 120	to	\$ 200
Miscellaneous expenses	<u>15</u>	to	<u>20</u>
Total Estimated Cost	<u>\$ 585</u>	to	<u>\$ 820</u>

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100376 pro)

A C C E P T E D:

By: _____

Title: _____

Date: _____

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Proposal for Asbestos Survey
Travis Elementary School
2700 Avenue K, Rosenberg, Texas
ESI Proposal No. 16100378**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the Chiller Replacement Project at Travis Elementary School located at 2700 Avenue K in Rosenberg, Texas. We understand this building encompasses approximately 37,500 square feet and is currently occupied. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$585 to \$820**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$585 to \$820**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to	\$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to	240
Licensed Asbestos Inspector, 2-3 hours @ \$60/hr	120	to	180

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 6-10 samples @ \$20/sample	\$ 120	to	\$ 200
Miscellaneous expenses	<u>15</u>	to	<u>20</u>
Total Estimated Cost	<u>\$ 585</u>	to	<u>\$ 820</u>

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

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We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100378 pro)

ACCEPTED:

By: _____
Title: _____
Date: _____

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Proposal for Asbestos Survey
Seguin Elementary School
605 Mabel St., Richmond, Texas
ESI Proposal No. 16100375**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the Chiller Replacement Project at Seguin Elementary School located at 605 Mabel St. in Richmond, Texas. We understand this building encompasses approximately 78,000 square feet and is currently occupied. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$585 to \$820**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$585 to \$820**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to \$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to 240
Licensed Asbestos Inspector, 2-3 hours @ \$60/hr	120	to 180

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 6-10 samples @ \$20/sample	\$ 120	to \$ 200
Miscellaneous expenses	<u>15</u>	to <u>20</u>
Total Estimated Cost	<u>\$ 585</u>	to <u>\$ 820</u>

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100375 pro)

A C C E P T E D:

By: _____

Title: _____

Date: _____

October 3, 2016

Sent via email: douglas.walker-rice@vanir-ricegardner.com

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

**Re: Proposal for Asbestos Survey
Alternative Learning Center
1708 Avenue M, Rosenberg, Texas
ESI Proposal No. 16100377**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of building materials impacted by the Chiller Replacement Project at Alternative Learning Center located at 1708 Avenue M in Rosenberg, Texas. We understand this building encompasses approximately 37,500 square feet and is currently occupied. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$585 to \$820**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$585 to \$820**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to	\$ 180
Project Manager, 3-4 hours @ \$80/hr	240	to	240
Licensed Asbestos Inspector, 2-3 hours @ \$60/hr	120	to	180

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 6-10 samples @ \$20/sample	\$ 120	to	\$ 200
Miscellaneous expenses	15	to	20
Total Estimated Cost	<u>\$ 585</u>	to	<u>\$ 820</u>

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (16100377 pro)

ACCEPTED:

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF AMENDMENT #1 TO RFQUOTE #18-2016LN THE
HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve the Amendment #1 to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems in the amount of \$29,694 for the addition of Leaman Junior High, Fulshear High School, and the Fulshear High School Fieldhouse to the preventative maintenance program and allow the Board President to execute the attached agreement.

IMPACT/RATIONALE:

The current contract with Texas AirSystems did not include Leaman Junior High, Fulshear High School or the Fulshear High School Fieldhouse. This amendment will add these facilities to the full coverage maintenance contract for routine maintenance during the warranty period.

PROGRAM DESCRIPTION:

Upon approval Texas AirSystems will include Leaman Junior High, Fulshear High School, and the Fulshear High School Fieldhouse in the HVAC Full Coverage Maintenance and Service Agreement. The HVAC Full Coverage Maintenance and Service Agreement RFQuote #18-2016LN term expires June 30, 2019.

Submitted by: Kevin McKeever, Administrator for Operations
Aaron Morgan, Region IV Education Service Center

Recommended for approval:



Dr. Thomas Randle
Superintendent



September 14, 2016

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD

Reference: Fulshear High School, Field House and Leaman Junior High School.

Paul,

The pricing and scope of work pertains to adding these locations to the preventative maintenance program. The scope of work will correspond with the RFQoute 18-2016LN.

Scope of work:

- Supply and replace all return air filters for these locations as environmental conditions dictate or every 90 days, whichever comes first.
- Provide preventative maintenance labor on all HVAC equipment covered under this agreement.
- Provide vibration analysis on required HVAC equipment covered under this agreement.
- Provide oil analysis samples as required on all HVAC equipment covered under this agreement.

The cost for these services will be \$ 29,694.00 per year. These services started September 1, 2016.

Regards,

Scott Sory
Operations Manager
Texas AirSystems

Austin
1340 Airport Commerce Drive
Suite 450
Austin, TX 78741
Ph: 512-462-4777
Fax: 512-462-4945

Dallas
6029 W. Campus Circle Drive
Suite 100
Irving, TX 75063
Ph: 972-570-4700
Fax: 972-570-4207

Fort Worth
2951 Northern Cross Boulevard
Suite 201
Fort Worth, TX 76137
Ph: 817-838-7400
Fax: 817-838-7401

Houston
12650 Directors Drive
Suite 600
Stafford, TX 77477
Ph: 832-342-7000
Fax: 281-980-2881

San Antonio
1211 Arion Parkway
Suite 100
San Antonio, TX 78216
Ph: 210-499-0004
Fax: 210-499-0065

Amendment I to RFQuote 18-2016LN

HVAC Full Coverage Maintenance & Service Agreement

October 20, 2016

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Texas AirSystems, 12650 Directors Dr., Suite 600, Stafford, Texas 77477.

In this Agreement, the party who is contracting to receive services shall be referred to as "LCISD" and the party who will be providing the services shall be referred to as "TAS".

Therefore the parties agree to the following:

- LCISD will pay TAS in the amount of Twenty-nine Thousand Six Hundred and Ninety-Four Dollars (\$29,694.00) per year for preventive maintenance of the HVAC systems at Fulshear Jr. High School, Fulshear Field House, and Leaman Junior High..
- LCISD will pay TAS for the addition, Two Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$2,474.50) per month.
- Performance of Scope of Services will correspond with RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: September 1, 2016 to June 30, 2019.

Both Parties agree that the complete agreement between us about these services will consist of this RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Texas AirSystems

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223- 0000

Contractor Address:
Texas AirSystems
12650 Directors Dr., Suite 600
Stafford, Texas 77477
(832) 342-7000

**CONSIDER APPROVAL OF
LAMAR CISD 2017 BOND TIMELINE CONSIDERATIONS**

RECOMMENDATION:

That the Board of Trustees approve the suggested timeline for planning a 2017 Bond Referendum.

IMPACT/RATIONALE:

In October 2002, the Board approved the Lamar CISD *Framework for Planning* which outlines the District's facilities planning process. Another Bond Referendum needs to be taken to the voters to provide the additional schools projected by the District's demographer—Population and Survey Analysts (PASA). The suggested timeline follows the framework for planning and would meet the goal of a bond election to be called for November 2017.

A tentative timeline for a November 2017 bond planning process is attached—along with information on the Lamar CISD Citizens' Bond Committee membership.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar CISD
November 2017 Bond Planning Timeline**

October – December 2016	Facilities Planning Team Review/Needs Assessment
December 2016	Board Nominates Citizen’s Bond Committee Members
February 2017	Board Approves Citizen’s Bond Committee Membership Demographic Update by PASA
March 2017	Bond Planning Workshop for Board Board Reviews Master Plan Principles Board Adopts Master Plan Principles (if changed)
April – June 2017	Citizen’s Bond Committee Meetings (Mondays)
June 2017	Citizen’s Bond Committee Report to Board Public Hearing on Bond Report
July 2017	Board Bond Workshop Board calls Bond Election
August – October 2017	Open Houses/Community Presentations
November 2017	Bond Election

LAMAR CISD CITIZENS' BOND COMMITTEE MEMBERSHIP

The Lamar CISD Board of Trustees approved the Framework for Facilities Planning in 2002. Part of the planning process calls for the formation of a Citizens' Bond Advisory Committee, which develops a recommendation for a bond referendum.

Each trustee is asked to select three residents from their single-member district to serve on the committee. Each trustee will receive a nomination form which is returned to the Community Relations Department upon completion.

Community members interested in serving on the committee can apply online, or download a copy of the form to be returned to Community Relations. Four persons from each of the seven districts will be selected from these applications.

The Administration will ultimately recommend a 67-member Citizens' Bond Advisory Committee to the Board, consisting of:

- 21 community members chosen by the Trustees from each single member district (three from each of the seven districts);
- 28 community members chosen from a pool of volunteers who have filled out an application (four from each of the seven districts);
- 8 representatives from Administration (either principals or assistant principals); and
- 10 students (two from each high school)

District administrators and program management representatives, chosen by the Superintendent, will serve as ex-officio members of the committee.

DISCUSSION AND ACTION ON CHANGES TO BOARD OPERATING PROCEDURES

IMPACT/RATIONALE:

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Dr. Thomas Randle, Superintendent

**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2016-2017 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers for the 2016-2017 school year.

Monica Auffant
Christopher Cuellar
Leann Imrie
Judith Momanyi
Makia Thomas

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: 2016 STATE ACCOUNTABILITY RATINGS
AND DISTINCTION DESIGNATIONS**

The enclosed table represents a summary of Lamar CISD's state Accountability Ratings and Distinction Designations. All 34 traditional LCISD campuses and the District as a whole received a rating of 'Met Standard' in the 2016 state accountability system – the highest rating currently allowed. In order to receive this rating, districts and campuses must meet the state benchmark targets in the following areas:

- Index I: Student Performance
OR
- Index II: Student Growth
AND
- Index III: Closing Performance Gaps
AND
- Index IV: Post-Secondary Readiness

Campuses become eligible for Distinction Designations based on their performance within their campus cohort groups. Each campus is paired with a cohort of 40 other similar campuses from across the state based on factors such as: size of enrollment, mobility rate, percentage of Economically Disadvantaged students, and percentage of English Language Learners. Campuses that rank in the top quartile of their groups for each area become eligible for Distinction Designations. Designations can be received in the following areas:

- Reading/ELA Performance
- Math Performance
- Science Performance
- Social Studies Performance
- Student Progress
- Closing Performance Gaps
- Post-Secondary Readiness

Lamar CISD's campuses received a combined total of 75 Distinction Designations in 2016, up from 37 in 2015. LCISD campuses that received all eligible Distinction Designations are:

- Frost Elementary
- Jane Long Elementary
- Taylor Ray Elementary

Only 400 of the approximately 8600 schools in the state received all eligible Designations, placing these three LCISD campuses among an elite group of ~5% of all Texas schools. The below listed campuses received all but one eligible Designation, placing them in a group of ~10% of Texas schools.

- Austin Elementary
- Campbell Elementary
- McNeill Elementary

Resource Person(s): Valerie Vogt, Academic Administrator
Brian Moore, Director of Research, Assessment, & Accountability

2016 District and Campus Ratings Summary

District Information	- LCISD Campuses that Met Standard: 34 of 34 (100%) - Designations Awarded: 75	Total Distinction Designations Awarded by Category						
		Reading /ELA	Math	Science	Social St.	Student Progress	Closing Perf Gaps	Postsec Readiness
		10	11	10	0	14	19	11
2016 State Rating: MET STANDARD								
Secondary Campuses								
Campus	State Rating	Distinction Designations Awarded						
		Reading /ELA	Math	Science	Social St.	Student Progress	Closing Perf Gaps	Postsec Readiness
LAMAR CHS	MET STANDARD		★	★		★		
TERRY HS	MET STANDARD							
FOSTER HS	MET STANDARD						★	
GEORGE RANCH HS	MET STANDARD					★	★	
LAMAR JH	MET STANDARD			★		★	★	
GEORGE JH	MET STANDARD							
BRISCOE JH	MET STANDARD		★				★	★
READING JH	MET STANDARD	★				★	★	★
NAVARRO MS	MET STANDARD		★				★	
WESSENDORFF MS	MET STANDARD							
WERTHEIMER MS	MET STANDARD	★	★				★	
POLLY RYON MS	MET STANDARD	★	★				★	

Please Note: Shaded areas indicate distinctions campuses cannot earn because there is not a subject area STAAR test at their enrolled grade levels.

2016 District and Campus Ratings Summary

District Information	- LCISD Campuses that Met Standard: 34 of 34 (100%) - Designations Awarded: 75	Total Distinction Designations Awarded by Category						
		Reading /ELA	Math	Science	Social St.	Student Progress	Closing Perf Gaps	Postsec Readiness
		10	11	10	0	14	19	11
2016 State Rating: MET STANDARD								
Elementary Campuses								
Campus	State Rating	Distinction Designations Awarded						
		Reading /ELA	Math	Science	Social St.	Student Progress	Closing Perf Gaps	Postsec Readiness
ADOLPHUS EL	MET STANDARD	★						
ARREDONDO EL	MET STANDARD			★				
AUSTIN EL	MET STANDARD	★	★			★	★	★
BEASLEY EL	MET STANDARD			★			★	
BOWIE EL	MET STANDARD							
CAMPBELL EL	MET STANDARD		★	★		★	★	★
DICKINSON EL	MET STANDARD	★				★		★
FROST EL	MET STANDARD	★	★	★		★	★	★
HUBENAK EL	MET STANDARD					★	★	
HUGGINS EL	MET STANDARD							
HUTCHISON EL	MET STANDARD							
JACKSON EL	MET STANDARD		★			★	★	★
JANE LONG EL	MET STANDARD	★	★	★		★	★	★
MCNEILL EL	MET STANDARD	★		★		★	★	★
MEYER EL	MET STANDARD					★		
PINK EL	MET STANDARD							
SMITH EL	MET STANDARD							
TAYLOR RAY EL	MET STANDARD	★	★	★		★	★	★
THOMAS EL	MET STANDARD							
TRAVIS EL	MET STANDARD							
VELASQUEZ EL	MET STANDARD			★			★	★
WILLIAMS EL	MET STANDARD						★	

Please Note: Shaded areas indicate distinctions campuses cannot earn because there is not a subject area STAAR test at their enrolled grade levels.

**INFORMATION ITEM: EQUAL OPPORTUNITY SCHOOLS INVITATIONAL
TO WASHINGTON DC**

Dr. Thomas Randle was one of only 40 superintendents nationwide invited to attend “Lead Higher” in Washington D.C. This inaugural recognition event was hosted by Google.org, the Jack Kent Cooke Foundation, the Raikes Foundation, the Tableau Foundation and Equal Opportunity Schools. White House Cabinet Secretary, Roderick Johnson, keynote speaker, honored the superintendents for their role in increasing the number of underrepresented students in Advanced Placement courses.

Dr. Randle was also invited to serve on a three member panel at the event to offer support to leaders throughout the country on leading this initiative.

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF SEPTEMBER 30, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of September 30, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through September 30, 2016, LCISD had collected 0.0 % of the 2016-17 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2016-2017.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
September 2016**

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	\$ 136,449.62	\$ 29,145.83	\$ 34,522.74	\$ 200,118.19	\$ 102,092.94	\$ 56,329.99	\$ 34,356.68	\$ 7,338.58
14	\$ 40,111.21	\$ 7,646.21	\$ 6,468.46	\$ 54,225.88	\$ 30,011.64	\$ 12,189.47	\$ 10,099.57	\$ 1,925.20
13	\$ 23,542.00	\$ 2,318.44	\$ 1,427.79	\$ 27,288.23	\$ 17,614.35	\$ 3,162.47	\$ 5,927.65	\$ 583.76
12	\$ 25,345.92	\$ 2,422.73	\$ 1,300.12	\$ 29,068.77	\$ 18,964.09	\$ 3,112.83	\$ 6,381.83	\$ 610.02
11	\$ 22,753.60	\$ 1,660.84	\$ 779.74	\$ 25,194.18	\$ 16,697.13	\$ 1,998.49	\$ 6,056.47	\$ 442.09
10	\$ 10,595.80	\$ 264.70	\$ 189.87	\$ 11,050.37	\$ 7,920.75	\$ 387.73	\$ 2,675.05	\$ 66.84
09	\$ 527.64	\$ 461.42	\$ 186.04	\$ 1,175.10	\$ 415.55	\$ 549.47	\$ 112.09	\$ 97.99
08	\$ 545.86	\$ 552.79	\$ 177.32	\$ 1,275.97	\$ 431.28	\$ 614.13	\$ 114.58	\$ 115.98
07	\$ 178.42	\$ 200.78	\$ 72.57	\$ 451.77	\$ 137.48	\$ 227.30	\$ 40.94	\$ 46.05
06	\$ 90.43	\$ 115.16	\$ 41.02	\$ 246.61	\$ 77.71	\$ 139.99	\$ 12.72	\$ 16.19
05	\$ 103.54	\$ 144.25	\$ 49.45	\$ 297.24	\$ 91.49	\$ 176.90	\$ 12.05	\$ 16.80
04	\$ 261.67	\$ 396.80	\$ 131.70	\$ 790.17	\$ 231.21	\$ 482.32	\$ 30.46	\$ 46.18
03	\$ 91.88	\$ 149.04	\$ 35.99	\$ 276.91	\$ 82.80	\$ 170.30	\$ 9.08	\$ 14.73
02	\$ 939.32	\$ 1,651.45	\$ 388.46	\$ 2,979.23	\$ 846.49	\$ 1,876.70	\$ 92.83	\$ 163.21
01	\$ 983.14	\$ 1,846.42	\$ 424.28	\$ 3,253.84	\$ 885.97	\$ 2,088.22	\$ 97.17	\$ 182.48
00	\$ 969.47	\$ 1,938.94	\$ 436.26	\$ 3,344.67	\$ 863.04	\$ 2,162.34	\$ 106.43	\$ 212.86
99	\$ 637.71	\$ 1,349.87	\$ 297.99	\$ 2,285.57	\$ 576.25	\$ 1,517.75	\$ 61.46	\$ 130.11
98	\$ 500.06	\$ 1,120.13	\$ 243.03	\$ 1,863.22	\$ 462.32	\$ 1,278.62	\$ 37.74	\$ 84.54
97	\$ 534.33	\$ 1,261.02	\$ 269.30	\$ 2,064.65	\$ 494.00	\$ 1,435.15	\$ 40.33	\$ 95.17
96	\$ 6.16	\$ 15.28	\$ 3.22	\$ 24.66	\$ 5.59	\$ 17.09	\$ 0.57	\$ 1.41
Totals	\$ 265,167.78	\$ 54,662.10	\$ 47,445.35	\$ 367,275.23	\$ 198,902.08	\$ 89,917.26	\$ 66,265.70	\$ 12,190.19

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

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 9/30/2016
15	\$ 1,461,782.15	\$ (9,546.51)	\$ 1,452,235.64	\$ 136,449.62	\$ 29,145.83	\$ 34,522.74	\$ 200,118.19	\$ 1,315,786.02
14	\$ 542,294.32	\$ 5,410.08	\$ 547,704.40	\$ 40,111.21	\$ 7,646.21	\$ 6,468.46	\$ 54,225.88	\$ 507,593.19
13	\$ 376,208.38	\$ 5,762.88	\$ 381,971.26	\$ 23,542.00	\$ 2,318.44	\$ 1,427.79	\$ 27,288.23	\$ 358,429.26
12	\$ 351,985.57	\$ 3,828.62	\$ 355,814.19	\$ 25,345.92	\$ 2,422.73	\$ 1,300.12	\$ 29,068.77	\$ 330,468.27
11	\$ 306,018.43	\$ 112.46	\$ 306,130.89	\$ 22,753.60	\$ 1,660.84	\$ 779.74	\$ 25,194.18	\$ 283,377.29
10	\$ 239,335.19	\$ -	\$ 239,335.19	\$ 10,595.80	\$ 264.70	\$ 189.87	\$ 11,050.37	\$ 228,739.39
09	\$ 180,590.36	\$ -	\$ 180,590.36	\$ 527.64	\$ 461.42	\$ 186.04	\$ 1,175.10	\$ 180,062.72
08	\$ 166,608.20	\$ -	\$ 166,608.20	\$ 545.86	\$ 552.79	\$ 177.32	\$ 1,275.97	\$ 166,062.34
07	\$ 184,194.57	\$ -	\$ 184,194.57	\$ 178.42	\$ 200.78	\$ 72.57	\$ 451.77	\$ 184,016.15
06	\$ 100,034.63	\$ -	\$ 100,034.63	\$ 90.43	\$ 115.16	\$ 41.02	\$ 246.61	\$ 99,944.20
05	\$ 136,302.28	\$ -	\$ 136,302.28	\$ 103.54	\$ 144.25	\$ 49.45	\$ 297.24	\$ 136,198.74
04	\$ 59,637.69	\$ -	\$ 59,637.69	\$ 261.67	\$ 396.80	\$ 131.70	\$ 790.17	\$ 59,376.02
03	\$ 45,396.95	\$ -	\$ 45,396.95	\$ 91.88	\$ 149.04	\$ 35.99	\$ 276.91	\$ 45,305.07
02	\$ 30,765.07	\$ -	\$ 30,765.07	\$ 939.32	\$ 1,651.45	\$ 388.46	\$ 2,979.23	\$ 29,825.75
01	\$ 28,187.49	\$ -	\$ 28,187.49	\$ 983.14	\$ 1,846.42	\$ 424.28	\$ 3,253.84	\$ 27,204.35
00	\$ 24,848.63	\$ -	\$ 24,848.63	\$ 969.47	\$ 1,938.94	\$ 436.26	\$ 3,344.67	\$ 23,879.16
99	\$ 25,968.92	\$ -	\$ 25,968.92	\$ 637.71	\$ 1,349.87	\$ 297.99	\$ 2,285.57	\$ 25,331.21
98	\$ 17,522.54	\$ -	\$ 17,522.54	\$ 500.06	\$ 1,120.13	\$ 243.03	\$ 1,863.22	\$ 17,022.48
97	\$ 15,955.33	\$ -	\$ 15,955.33	\$ 534.33	\$ 1,261.02	\$ 269.30	\$ 2,064.65	\$ 15,421.00
96	\$ 8,752.54	\$ -	\$ 8,752.54	\$ 6.16	\$ 15.28	\$ 3.22	\$ 24.66	\$ 8,746.38
95	\$ 4,709.94	\$ -	\$ 4,709.94	\$ -	\$ -	\$ -	\$ -	\$ 4,709.94
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ -	\$ -	\$ -	\$ -	\$ 18,600.14
Totals	\$4,325,717.32	\$5,549.53	\$4,331,266.85	\$265,167.78	\$54,662.10	\$47,445.35	\$367,275.23	\$4,066,099.07

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 TAX COLLECTIONS
AS OF SEPTEMBER 30, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 9/30/2016	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$0	0.00%
2015 & Prior	2015-16 & Prior	\$2,150,000	\$265,168	12.33%
TOTAL		\$192,957,570	\$265,168	0.14%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF SEPTEMBER 30, 2016**

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	\$ 178,165,007
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,464,264
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,241,817	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 171,330	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 356,754		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (43,936)		
4 Collections	\$ 199,270	\$ 308,264	\$ 277,404			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (85,151)			
5 Collections	\$ 268,598	\$ 255,490				
Adj. To Roll	\$ 527,967	\$ (92,689)				
6 Collections	\$ 116,495					
Adj. To Roll	\$ (260,157)					
TOTAL:						
COLLECTIONS	\$ 134,050,256	\$ 137,884,057	\$ 141,893,439	\$ 149,316,842	\$ 161,462,245	\$ 178,165,007
ADJUSTED TAX ROLL	\$ 134,278,994	\$ 138,167,433	\$ 142,223,907	\$ 149,675,271	\$ 161,969,838	\$ 179,480,793
BALANCE TO BE COLLECTED	\$ 228,738	\$ 283,377	\$ 330,468	\$ 358,429	\$ 507,593	\$ 1,315,786
ADJ. TAXABLE VALUE	\$ 9,840,533,057	\$ 9,939,745,582	\$ 10,231,567,717	\$ 10,767,617,817	\$ 11,652,087,177	\$ 12,911,822,845
TOTAL % COLLECTIONS AS OF SEPTEMBER 30, 2016	99.8%	99.8%	99.8%	99.8%	99.7%	99.3%
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.

CenterPoint (Bentley ES)	Application # 1	\$	29,739.00
Charlie Kalkomey (Foster HS - Pool)	Application # 1	\$	4,500.00
Charlie Kalkomey (Fulshear HS - Pool)	Application # 1	\$	4,500.00
Charlie Kalkomey (George Ranch HS - Pool)	Application # 1	\$	4,500.00
Drymalla Construction (Lindsey Elementary)	Application # 4	\$	803,691.45
Ft Bend MUD #142 (Ag Barn #2)	Application # 1	\$	2,500.00
Ft Bend MUD #142 (Bentley ES)	Application # 1	\$	73,905.00
Ft Bend MUD #151 (Lindsey ES)	Application # 1	\$	254,837.00
Gamma Construction (Bentley ES)	Application # 11	\$	1,449,510.00
Gilbane (2011 Bond Program)	Application # 53	\$	31,182.00
PBK Architects (Bentley ES)	Application # 10	\$	22,457.58
PBK Architects (Bentley ES - Reimbursables)	Application # 8	\$	1,598.60

PBK Architects (Foster HS - Pool)	Application # 1	\$	26,812.50
PBK Architects (Fulshear HS)	Application # 17	\$	36,692.77
PBK Architects (Fulshear HS)	Application # 20	\$	15,079.22
PBK Architects (Fulshear HS – Pool)	Application # 1	\$	15,640.63
PBK Architects (George Ranch HS – Pool)	Application # 1	\$	15,640.63
PBK Architects (Leaman JHS)	Application # 15	\$	19,647.31
PBK Architects (Leaman JHS)	Application # 18	\$	4,093.19
PBK Architects (Lindsey ES)	Application # 7	\$	11,455.84
PBK Architects (Lindsey ES - Reimbursables)	Application # 3	\$	1,689.83
PBK Architects (Support Services Facility)	Application # 2	\$	7,128.00
PBK Architects (Transportation Satellite)	Application # 10	\$	1,244.02
PBK Architects (Traylor Stadium)	Application # 25	\$	472.50
Terracon (Bentley ES)	Application # 10	\$	5,036.00
Terracon (Foster HS - Pool)	Application # 1	\$	5,500.00
Terracon (Lindsey ES)	Application # 4	\$	7,998.00

Traffic Engineers (Huggins ES)	Application # 1	\$	9,000.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 14	\$	265,329.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 15	\$	219,018.00

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 September, 2016:

- The Department completed 2,688 requests
- The Department received 108 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Replacing the water distribution system pipe and fittings at Arredondo Elementary and Foster High
- Retrofitting the fluorescent light fixtures at 1621 Place
- Replacing light fixtures in the mechanical room at Taylor Ray Elementary
- Replacing broken locker locks in the boys and girls dressing rooms at Ryon Middle
- Repairing the intercom audio system at Wessendorff Middle and Terry High
- Replacing the audio jack on the stage at Wessendorff Middle
- Repairing the fire alarm system detector devices at Hubenak Elementary
- Installing a paper towel dispenser in the boys restroom at Beasley Elementary
- Mounting a granite bench in the lobby at Lamar Consolidated High
- Removing bird houses and posts on the school grounds at Velasquez Elementary
- Re-installing a bracket to the bleachers in the gym at Briscoe Junior High
- Replacing a toilet at 1621 Place
- Replacing the domestic water distribution system pipe and fittings at Huggins Elementary
- Replacing the timer on the outdoor lighting at Bowie Elementary
- Replacing the mullion base plate anchor bolts on a door at Wertheimer Middle
- Repairing the football scoreboard at Lamar Junior High
- Repairing the intercom system at Special Needs and Thomas Elementary
- Replacing the fire extinguisher cabinet door glass at Wessendorff Middle
- Re-gluing the cove base in the library at Bowie Elementary
- Hanging pictures in the dance studio at Foster High
- Hanging the white board outside of a classroom at Briscoe Junior High
- Installing soap, paper towel, and toilet paper dispensers in the dance studio restroom at Foster High
- Repairing the door to the ISS room at Terry High
- Replacing door bumpers and repairing the latch and strike plate in a classroom at Jane Long Elementary
- Adjusting the rubber thresh hold in a classroom at Jane Long Elementary

- Rehangng the door leading to the track at Seguin Early Childhood Center
- Creating a book drop in the library desk at Jane Long Elementary
- Installing a new cabinet pull in a classroom at Williams Elementary
- Cleaning light fixtures under the canopy at Dickinson Elementary
- Hanging banners in the gym at Seguin Early Childhood Center
- Installing flag holders in a classroom at Beasley Elementary
- Replacing the toilet in the clinic at Hutchison Elementary
- Repairing the toilet drains in the restroom at Pink Elementary
- Repairing the lights in the exhaust hood in the kitchen at Lamar Junior High
- Repairing pole lights at Beasley Elementary
- Repairing the clocks at Lamar Junior High
- Reprogramming the bell schedule at Wessendorff Middle
- Repairing a door closer at Austin Elementary
- Replacing the fire alarm system detector device at Campbell Elementary and the Alternative Learning Center
- Pressure washing the exterior of the field house at George Ranch High
- Mounting a white board at Maintenance and Operations
- Hanging a paper towel dispenser in the library at Foster High
- Installing soap dispensers in the boy's and girl's restrooms at Jackson Elementary
- Repainting the exterior doors at Jackson Elementary
- Replacing light bulbs on the bus ramp at Briscoe Junior High
- Repairing a desk drawer in a classroom at Pink Elementary
- Hanging a new fire extinguisher on the wall in a classroom at George Ranch High
- Securing a white board to the wall in a classroom at George Ranch High
- Hanging signs in a classroom at Lamar Junior High
- Anchoring benches to the sidewalk outside of the locker room at Lamar Junior High
- Hanging the track and field record board in the gym at Lamar Junior High
- Repairing the tennis bat wall at George Junior High
- Replacing curtain rollers on the stage at Reading Junior High
- Cleaning the ice machine at Lamar Junior High and Maintenance and Operations
- Installing a door stop on the exit door near the breakroom at the Development Center
- Removing the old sign and installing a new one on the wall of the press box at George Ranch High

Energy Management

Energy assisted by:

- Scheduling for the installation of the new HVAC unit for Navarro Middle
- Supplying blue print drawings to the yearbook staff at Lamar Junior High
- Sending the updated security officer calling tree to the monitoring company to institute the updated changes
- Completing the initial testing on the water in the City of Fulshear
- Continuing to install the controls package for the food service kitchens

- Receiving the budget number from Siemens for upgrading the equipment for the HVAC controls
- Attending meetings with Vanir/Rice-Gardner to discuss the chiller project and the water plant at Foster High
- Scheduling a meeting with Webinar to discuss changes per the PUC in regards to lighting retrofits and new construction
- Meeting with Siemens to discuss upgrading equipment and parts for the HVAC controls system
 - Monitoring outside temperatures to insure temperatures do not affect day to day operation of our HVAC equipment
 - Continuing to schedule all school's HVAC after-hours HVAC from 9PM to 10PM until daily high outside temperatures come down
- Completing the review of the security officer's calling tree
- Creating keys for district officers who do not have a set

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Deep scrubbing the restrooms at Hutchison Elementary
- Deep scrubbing the restroom floors in the locker rooms at the Lamar Consolidated Natatorium
- Disinfecting desks in the 1st grade area at Smith Elementary
- Cleaning after football games at Traylor Stadium
- Burnishing hallway floors at Terry High
- Mowing at campuses district wide
- Delivering mats to Fulshear High
- Spreading sand at Campbell Elementary and Thomas Elementary
- Completing welding projects at Terry High, Lamar Consolidated High, and Terry Natatorium
- Trimming trees at Campbell Elementary
- Cleaning after the football game for a band contest at Traylor Stadium
- Cleaning after the volleyball games at Briscoe Junior High
- Setting up and taking down chairs for an event at Velasquez Elementary
- Cleaning the school after Parent's Day at Hutchison Elementary
- Cleaning after the PTA board meeting held at Adolphus Elementary
- Cleaning after the football games at Traylor Stadium
- Providing ant control at schools district-wide
- Removing wasps from Jane Long Elementary, George Junior High, and Jackson Elementary
- Removing wasps from Bowie Elementary, Beasley Elementary, and Meyer Elementary
- Welding the gate at Traylor Stadium
- Unloading the walkways for the portable buildings at Band Road Warehouse
- Repairing the playground gates at Huggins Elementary

- Providing rodent control at Seguin Early Childhood Center and Reading Junior High
- Assisting the Bug Man in providing pest control district wide
- Removing picnic tables from Meyer Elementary
- Repairing swings at Bowie Elementary
- Trimming trees at Lamar Consolidated High and Taylor Ray Elementary
- Cleaning the school after the volleyball games at Terry High
- Cleaning the restrooms and locker rooms in the field house after band practice at Lamar Consolidated High
- Setting up and taking down chairs and cleaning the gyms after a choir concert at Wessendorff Middle
- Setting up tables and chairs in the gym for an event held at Arredondo Elementary
- Setting up and cleaning after the curriculum event held at Frost Elementary
- Cleaning after open house at Austin Elementary
- Cleaning the windows in the front of the school at George Ranch High
- Setting up and cleaning after open house at Huggins Elementary
- Setting up and cleaning after the grandparent's day event at Taylor Ray Elementary
- Installing soap and paper towel dispensers at Powell Point
- Welding a barricade at Traylor Stadium
- Installing new screws on a toy at Seguin Early Childhood Center
- Welding the fence at Velasquez Elementary

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Director of Maintenance & Operations (Region 4)
 Hector Gomez, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)



**11.B.#4a. – PLANNING
BOARD REPORT
OCTOBER 20, 2016**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	11,099,493.77	10,580,908.43	173,556,921.80
EXISTING FACILITIES	23,724,459.00	130,861.11	4,781,695.46	18,821,745.67
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	124,158.25	2,358,577.31	3,683,328.51
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,149,215.00</u>	<u>11,356,113.13</u>	<u>18,558,380.39</u>	<u>204,242,628.79</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)

- ❖ Substantial Completion issued July 1, 2016.
- ❖ Final punch list items have been completed.
- ❖ Fire Marshall and Health Department Final Inspections are complete and accepted.
- ❖ Security Cameras are operational and monitored.
- ❖ Furniture is assembled and in place.
- ❖ Track surfacing is complete.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, and press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete; bleachers and press box are installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding is complete. Hydro mulch is complete. A second coat was applied to cover areas that did not grow in per contract specifications.
- ❖ Parking and Fire Lane striping is 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 complete.
- ❖ All lockers are installed.
- ❖ Restroom partitions and accessories are complete.

Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.



Ag Barn #2 is a new 15,600 sf facility located on FM 359.

New AG Barn #2:

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction was approved by the Board at the regular August meeting
- ❖ Contracts, bonds and insurance have been submitted for approval. A pre-construction conference was held with Gilbane, VLK, and BLS Construction on August 29, 2016.
- ❖ Plans have been submitted and approved by FBC Fire Marshall.
- ❖ Plans have been submitted and approved by FBC Drainage District.
- ❖ Plans have been submitted and approved by TxDOT.
- ❖ Plans were submitted and approved by FBC MUD No. 142. Approval letter was sent to FBC Engineering; however, the MUD Board is going to require annexation of the property before they will provide water/sewer service. This process is started and will be handled concurrently with Bentley ES.
- ❖ Plans were submitted and approved by FBC Engineering. A request for an early start was approved by the County Commissioner on October 4th. The full development permit will follow.
- ❖ BLS was given notice to proceed upon receipt of the early start approval. They are mobilized and starting site development work.
- ❖ The plat has been approved and signed by the City of Houston. With the receipt of approval from FBC Engineering this item will now be placed on the Commissioner's Court agenda for approval.



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 July 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 July 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 July 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 July 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 July 1, 2016: \$471,474.05



BF Terry High School

George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include two 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 July 1, 2016: \$600,993.12

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of July 1, 2016: \$423,579.04

Lamar High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of July 1, 2016: \$13,575.35

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of July 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 July 1, 2016: \$658,591.95



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of July 1, 2016: \$20,652.94



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 July 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 July 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 July 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 July 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 July 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 July 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 July 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 July 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 July 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 July 1, 2016:\$7,342.99

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016:\$ 11,091.00

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 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 July 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 July 1, 2016:\$21,698.57



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of July 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 July 1, 2016: \$33,513.01

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of July 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 July 1, 2016:\$53,371.11***

COMMUNITY SITES

- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center

SECONDARY CAMPUSES

- H1 Foster HS
- H2 Fulshear HS
- H3 George Ranch HS
- H4 Lamar Consolidated HS
- H5 Terry HS
- J1 Briscoe JH
- J2 George JH
- J3 Lamar JH
- J4 Leaman JH
- J5 Reading JH
- M1 Navarro MS
- M2 Ryon MS
- M3 Wertheimer MS
- M4 Wessendorff MS

ELEMENTARY CAMPUSES

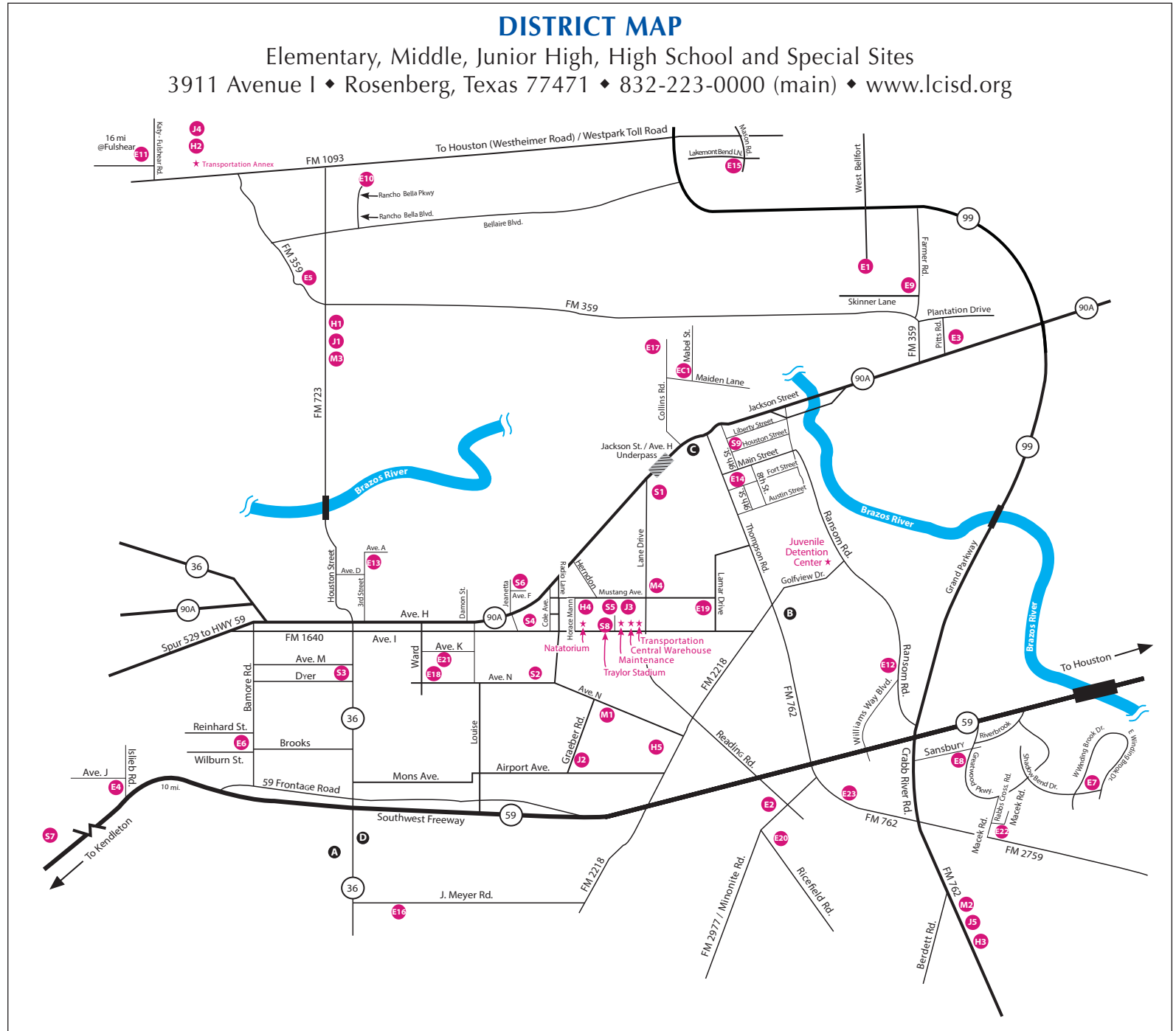
- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES
- E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- E20 Thomas ES
- E21 Travis ES
- E22 Velasquez ES
- E23 Williams ES
- EC1 Seguin Early Childhood Center

SPECIAL SITES

- S1 1621 Place
- S2 Administrative Annex
- S3 Alternative Learning Center
- S4 Brazos Crossing Administration Building
- S5 Development Center
- S6 Fort Bend Alternative School
- S7 Powell Point
- S8 Athletics/Traylor Stadium
- S9 Special Needs Center

DISTRICT MAP

Elementary, Middle, Junior High, High School and Special Sites
 3911 Avenue I ♦ Rosenberg, Texas 77471 ♦ 832-223-0000 (main) ♦ www.lcisid.org



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	20,279,799.75	1,730,255.25	11,052,842.44	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,008,204.00	3,762,657.00	2,913,511.45	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,170,586.00	22,788,818.00	731,274.00	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	48,000.00	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	30,860.00	1,056,000.00
LCBS Band Hall	700,000.00	74,330.00	625,670.00	36,830.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	930,598.00	7,925,274.00	78,212.50	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	751,848.00	8,104,024.00	67,040.63	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	751,748.00	8,104,124.00	67,072.63	8,855,872.00
Support Services Center	12,146,000.00	1,199,030.00	10,946,970.00	594,074.00	12,146,000.00
THS Band Hall	700,000.00	74,810.00	625,190.00	37,060.00	700,000.00
THS Baseball	975,000.00	110,180.00	864,820.00	74,980.00	975,000.00
Sub Total - Bond Sale 1	114,970,936.00	47,064,111.75	67,906,824.25	16,223,900.65	114,970,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	196,116,034.00	50,330,607.75	145,785,426.25	16,223,900.65	196,116,034.00

Additional Projects	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
Huggins Elementary School	700,000.00	22,210.00	677,790.00	8,560.00	700,000.00
Chiller Replacement	1,200,000.00	60,000.00	1,140,000.00	0.00	1,200,000.00
Grand Total	2,700,000.00	82,210.00	2,617,790.00	8,560.00	2,700,000.00

PROGRAM OVERVIEW

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

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

Accomplishments This Month:

- Completed roof at Bentley Elementary School
- Started road widening at Bentley Elementary School
- Finished grade beams at Lindsey Elementary School
- Placed first floor planks at Lindsey Elementary School
- Started construction on Huggins Elementary School driveway improvements

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Projected Completion: December 19, 2016

OVERVIEW

- Roof panel placement is 100% complete.
- CenterPoint has installed overhead power poles. Transformer delivery scheduled for October 11-14.
- Exterior masonry is 90% complete.
- Placing of CMU walls is 95% complete in the gymnasium/cafeteria.
- Ductwork installation, fire sprinklers, plumbing piping and electrical conduit is 80% complete in classroom wing.
- FM 359 road widening and traffic signal improvements are underway.
- School mascot and graphics have been approved.
- As of 9/30/16, the construction contract is approximately 64% complete.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



OVERVIEW

- Submittals are approximately 80% complete.
- Site driveway paving is approximately 75% complete.
- Grade beams construction is complete.
- Floor plank installation is complete.
- Canopy and screen wall piers are all in place.
- Steel framing is approximately 60% complete and all steel is on site.
- As of 9/30/16, the construction contract is 29% complete.

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

DON CARTER ELEMENTARY SCHOOL #26



OVERVIEW

- The Design Development is progressing, including development of architectural detail as well as structural, mechanical, electrical, and plumbing systems.
- The District is in the process of securing a site for the new Carter Elementary School. A preliminary site plan has been developed for further study.
- Proposals for geotechnical studies, platting and survey have been received and will be initiated when the District has completed the due diligence phase of the property purchase.

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: Third Quarter 2018

SUPPORT SERVICES CENTER



Maintenance and Operations



Support Services

The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations, and Graphic Arts

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start:
 - Phase 1: 2nd Quarter 2017
 - Phase 2: 1st Quarter 2018

OVERVIEW

- The first plat review is complete.
- Site surveys have been completed.
- Soil borings have been taken for the geotechnical engineering studies.
- The scope and budget are being reviewed for alignment.

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.

PRACTICE POOLS

Foster High School

Fulshear High School

George Ranch High School



Foster High School



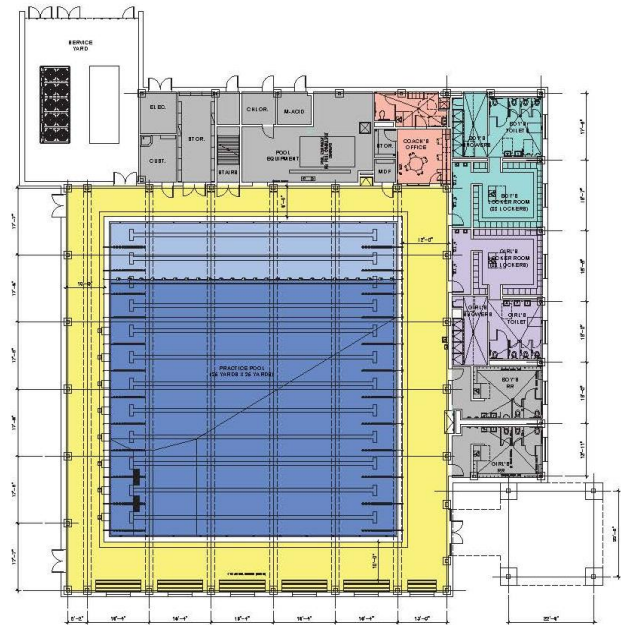
Fulshear High School



George Ranch High School

SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018



OVERVIEW

- Design Development continues with the development of the mechanical, electrical, pool and structural systems of the building.
- Topographic surveys have been performed for Foster, Fulshear, and George Ranch High School practice pool locations.
- Geotechnical borings have been collected for Foster, Fulshear, and George Ranch High Schools.
- A Design Development estimate is currently being developed to ensure that the projects are within budget.

BASEBALL COMPLEX RENOVATIONS

Terry High School



OVERVIEW

- Meetings with the City of Rosenberg have occurred to verify and confirm restroom count requirements for the new Restroom/Concessions/Ticket Building.
- Existing baseball complex restrooms are being refurbished by LCISD Maintenance and Operations Department.
- Combined project bid proposal documents scheduled to be issued end of October 2016.
- Anticipated contract award scheduled for December 2016.

SCHEDULE MILESTONES

- Current Phase: Pre-Bidding
- Construction Start: 1st Quarter 2017
- Substantial Completion: 3rd Quarter 2017

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Completion: 1st Quarter 2017

OVERVIEW

- Bass Construction currently in Phase 1 Construction. Construction of New Faculty Parking (53 parking spaces).
- Phase 2 Construction: Construction of new Parent Driveway, Canopy and Site Lighting scheduled to start after Phase 1 is complete.
- Anticipated Completion by January 2017.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.
- Record documents of the current piping layout have been located and will be used to plan the connections of the new system.
- Preliminary Design Schedule being developed. Consultant Service Order contracts reviewed and awaiting approval. Obtaining proposals for geotechnical, surveying, sub-surface utilities, and pollution hazard survey.

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.

HVAC WEB-BASED CONTROLS



SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

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.

CHILLER REPLACEMENT



OVERVIEW

- Construction documents are 100% complete and project has been advertised.
- Pre-proposal conference and site walks are scheduled for October 11th and 12th.
- Proposals are due October 20, 2016.

SCHEDULE MILESTONES

- Current Phase: Bidding
 - 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 #27
 - b. Elementary #28
 - c. Fulshear 6th Grade School
 - d. 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 September, the following changes were made:

Trainees hired	9
Drivers leaving the dept.	1
Full time drivers hired	8
Drivers waiting driving test	5
Bus aides hired	4

Hiring Incentive Paid:	Employee	Referrer
Initial	0	0
Six Months	0	0

The new DPS testing procedures went into effect October 3, and we have had our first driver pass with the new procedures.

At this point, we are continuing to make headway with staffing. Most of our BOS's (the routers) have been removed from routes and replaced with assigned regular drivers. All BOS's will be removed from routes as soon as we can get our trainees tested.

ACCIDENTS:

The department had 5 on the road accidents in September.

Date	Bus #	Track	Preventable	Action
160908	401	Ave I and FM 762	Hit by a passing truck and trailer	Non Preventable
160909	281	Williams ES	Hit by a passing van	Non Preventable
160923	B4	Victoria Stadium	Hit Fence exiting the stadium	Preventable
160923	33	Leroy Crump Stadium	Hit bus 233 exiting the stadium	Preventable
160923	259	FM 762 and Austin	Bus sideswiped car	Preventable

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	496	16842	172	1466	288
Fulshear	139	12971	0	2702	89

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of twelve (12) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage (gallons)	Rosenberg	Fulshear
Diesel	32,529	21,336
Unleaded	6,678	517

ROUTING AND SCHEDULING:

We have the following routes in operation at the present time:

Six routes were added to the Foster HS track to transport those students who were upper classmen or grandfathered at Foster HS. All of the Foster HS and Fulshear HS track routes were split this year so that grades 6-8 and 9-12 ride on separate buses.

We currently have 150 students designated as homeless that we are transporting. 62 of those are from schools affected by the flood.

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	37	6
Maroon	46	8
Purple	15	4
Special Needs	37	30
Contracted with ALC	10 routes / 17 students	

TRAINING AND OTHER EVENTS:

On September 27th, Mike Jones attended a meeting at the Texas DPS Region 2 headquarters on changes in the DPS CDL licensing procedures. The new procedures were scheduled to begin on October 3rd, and since then we have had our first trainee take and pass the new skills test. The new skills test takes approximately 2 hours to complete, reducing the number of available testing slots by at least half. One bright spot in the presentation was that in the future, we may be able to have third party testers. If that comes to pass, the District may be able to train and assign a person to act as a CDL tester for our department and conduct our own skills test. That person would not be able to participate in the training of our new drivers, but would act only as a tester.

STUDENT DISCIPLINE:

A total of 331 discipline reports were issued in September.

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

INFORMATION ITEM: PROJECTS BY 2011 AVAILABLE BOND FUNDS

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

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board meeting. A pre-construction meeting took place on September 29th at 1:00pm. The Anchor Group is in the submittal process now and begin installation soon.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. Specifications are out and advertisements placed. The proposals will be opened October 20th. The goal is to present this project to the Board for approval at the Regular Board Meeting in November.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT

VANIR Rice & Gardner have offered to manage this project and the amendment to their contract is on this month's agenda. VANIR Rice & Gardner is preparing to bring a service order to the Board next month to have KCI Technologies design this project and prepare a set of specifications for the procurement process.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF

VANIR Rice & Gardner are managing this project. Bass Construction has been progressing very well and is on schedule.

Project Budget \$700,000

ACCESS CONTROL PROJECT

VANIR Rice & Gardner are managing this project. KCI Technology has been recommended as the engineering firm to design the specifications for this project. The service order for KCI is on this month's agenda for approval.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT

This project is a 2014 Bond project managed by VANIR Rice & Gardner. At the August Board Meeting the Board of Trustees approved additional scope for this project and approved the additional funds to cover the project from the 2011 available funds.

Additional Budget of \$1,425,000

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

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: 2016-2017 ATTENDANCE BOUNDARY COMMITTEE

BACKGROUND INFORMATION:

The Board is asked to review the attached timeline for making attendance boundary decisions for Lindsey Elementary, which will open in fall 2017.

Also attached is the current Lamar CISD Zoning Process, adopted by the Board in September 2004.

Resource Person: Mike Rockwood, Executive Director of Community Relations

2016 - 2017 Attendance Boundary Committee Zoning Timeline for Lindsey Elementary

October 20	Information item with timeline to Board
November 1	Request for Attendance Boundary Committee (ABC) applications
December 2	Deadline for principals to submit ABC representatives
December 13	Board Zoning Committee meeting
December 14	Attendance boundary review for Lindsey Elementary at facilities planning team meeting
December 15	Board approval of ABC and charge to ABC
January 2	First ABC meeting – zoning considerations for fall 2017 – 7 p.m. Board Room
January 9	Second ABC meeting – zoning considerations for fall 2017 – 7 p.m. Board Room
January 18	Third ABC meeting (if needed) – zoning considerations for fall 2016 – 7 p.m. Board Room
January 23	Public input at community meeting – TBD – 7 p.m.
February 6	ABC meeting – zoning recommendation to the Board finalized for fall 2017 – 7 p.m. Board Room
February 14	ABC recommendation to the Board Zoning Committee
February 16	ABC recommendation to the Board – 7 p.m. Board Room
February 20	Information sent out to parents of students rezoned (if approved by Board)
March 23	ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 p.m. Board Room

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
2. To reduce overcrowding of campuses.
3. To plan for future growth.
4. To keep neighborhoods and feeder schools tracking together, as much as possible.
5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
6. To draw secondary zones which reflect the diversity of the district, as much as possible.
7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
8. To involve the community in defining the objectives/criteria for rezoning.
9. To develop a fair and objective rezoning process.
10. To always keep in mind doing what is in the best interest of students.
11. To communicate zoning information effectively to all students and families that may be impacted.
12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

LCISD ZONING PROCESS

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommendations based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommendation and allow for public comments.	Submit final recommendation to the Board Zoning Committee for input.	Submit final recommendation for Board approval.

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

The District's Medical/Rx Plan(s) have been "self-funded" for many years. For the past eleven (11) plan/fiscal years, United Healthcare has provided the District with plan administrative services, medical and pharmacy network access, other administrative support services, individual stop-loss insurance, and aggregate stop-loss insurance. The District purchases individual stop-loss insurance to protect the District from large medical/Rx claims on any one participant (employee or dependent). The individual stop-loss level was \$300,000 for the 2015-2016 plan year. Prior to the 2015-2016 plan year, the Individual stop-loss level was set at \$235,000 per participant for the prior three (3) plan years.

In consultation with the District's benefits consultant, the annual individual stop-loss risk analysis was performed. The purpose is to determine the appropriate individual stop-loss level based on the most recent large claim history relative to the actuarial models for a group this size and to account for medical inflation leveraging. It was determined that the District should increase the individual stop-loss level to balance the risk with the premium charged by the stop-loss carrier (UHC). By increasing the individual stop-loss level to \$325,000 per participant for the 2016-2017 plan year, the District is projected to save \$165,757. The additional liability is \$25,000 per participant (\$325,000 versus (300,000)). Based on accepted actuarial tables, it is expected that there will be four (4) claims at this level or higher. In the most recent running twelve (12) month time period, the plan had a total of six (6) claimants at \$300,000 or higher. If the plan incurs the same level of activity in the 2016-2017 plan year, the District will assume an additional liability of \$150,000. Based on the projected actuarial tables, the District will save \$65,757 by making the change to the higher individual stop-loss level. If, on the other hand, the number of claimants matches the current six (6), the annual savings will be \$15,757. Another consideration of this recommendation is the continued effect of health care inflation/trend—the deleveraging effect of inflation/trend has effectively reduced the threshold of the \$300,000 level to approximately \$280,000 in current dollars.

The District continues to comply with the Patient Protection and Affordable Care Act (PPACA). The next measurable and significant set of changes will affect the District's medical/Rx plan(s) in the 2020-2021 plan year.

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