



A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, March 23, 2017

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  
MARCH 23, 2017  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Huggins Hounds "Singing in the Rain"
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
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8. Board members reports
  - A. Meetings and events
9. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
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      - b. Foster High School and George Ranch High School DECA 15
      - c. Foster High School and Lamar Consolidated High School Speech and Debate 16
      - d. Lamar Consolidated High School Speech and Debate 17
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**12. CLOSED SESSION**

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)
  - 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 148
    - a. Approval of personnel recommendations for employment of professional personnel
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    - d. Consider extension of administrative contracts 151
    - e. Consider employment of Campus Coordinator for Terry High School 157
  - 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.

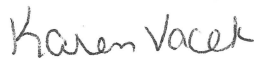
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 10th day of March 2017 at 3:00 p.m, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek  
Secretary to Superintendent

**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 16<sup>th</sup> day of February 2017, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

James Steenbergen	President
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
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

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

## **Minutes of Regular Board Meeting February 16, 2017 – page 17**

### **3. STUDENT REPORTS**

#### **a. Foster High School Acadec in Action**

The following students from Foster High School are members of the Academic Decathlon team:

Levi Malone  
Mason Boone  
Miguel Monteiro  
Haley Wheeler  
Addison Savage

### **4. RECOGNITIONS/AWARDS**

Mr. Steenberg recognized Crystal Ware a teacher at Williams Elementary School as being named the HAABSE (Houston Area Alliance of Black School Educators) 2017 Elementary Teacher of the Year.

Mr. Steenberg also recognized Chris Nilsson who was named the Texas Computer Education Association Technology Administrator of the Year.

### **5. INTRODUCTIONS**

None

### **6. AUDIENCE TO PATRONS**

Ms. Jeannie Beebe addressed the Board about 504 student accommodations not being received for her child and her child not being able to attend choir practice due to a failing grade.

Mr. Kevin Cornett addressed the Board about the Lindsey Elementary zoning. His child attends Huggins and should be allowed to stay at Huggins and not be moved to Lindsey.

Mr. David Vrshek addressed the Board about tax relief to senior citizens. He said they feel the over 65/disabled exemption of \$10,000 is not enough. They wish to have this increased by \$10,000. He would like to see this on the agenda as the deadline to declare an exemption is either the end of May or June. He wanted to remind the board of these numbers: "a \$10,000 exemption increase for approximately 10,000 homes; that is a \$1.39 million "cost"; that \$1.39 million "cost" is less than ½% of the 2016 operating expenditures."

### **7. APPROVAL OF MINUTES**

#### **A. January 11, 2017 SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of January 11, 2017 Special Meeting (Workshop). The motion carried unanimously.

#### **B. January 17, 2017 SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the minutes of January 17, 2017 Special Meeting (Workshop). The motion carried unanimously.

**Minutes of Regular Board Meeting February 16, 2017 – page 18**

**C. January 19, 2017 REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of January 19, 2017 Regular Board Meeting with addendum. The motion carried unanimously.

**8. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Danziger reported the Technology Committee met and reported the status of projects in the District. She attended all the plays that were put on by the high school campuses. She also attended the rodeo art reception.

Ms. Roberts reported that the Attendance Boundary Committee has been meeting since January and the chair of the committee will do a presentation with a recommendation.

Ms. Kaminski attended the Foster High School senior serve. She also attended the Fort Bend County Spelling Bee at Briscoe Junior High School.

**9. SUPERINTENDENT REPORTS**

**a. Meetings and Events**

**b. Information for Immediate Attention**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-5; 10. A-8 - 10. A-13; 10. A-15 – 10. A-20; and 10. B-1**

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

**10. A GOAL: PLANNING**

**10. A-1 Approval of Election Order and Notice**

Approved the attached Election Order and Notice for a Board of Trustees election to be held on May 6, 2017 for the purpose of electing Single-Member District positions #1, #2, #3, and #6 to the Board of Trustees of Lamar Consolidated Independent School District. (See inserted pages 18-A—18-F.)

**10. A-2 Set Date for Special Board Meeting regarding May 6, 2017 Trustees Election**

Scheduled a special meeting of the Board of Trustees on Tuesday, May 16, 2017 at 6:30 p.m. to:

- 1) canvass the School Trustees Election of May 6, 2017

**10. A-3 Consider Contracting for Election Services with Fort Bend County**

Authorized the administration to contract with Fort Bend County in a joint election with the City of Rosenberg for election services for the May 6, 2017 Board of Trustees Election. (See inserted pages 18-G—18-M.)



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**10. A-4 Approval of budget amendment requests**

Approved budget amendment requests as attached. (See inserted pages 19-A—19-B.)

**10. A-5 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**10. A-8 Approval of purchase of general maintenance supply**

Approved all vendors who responded which met specifications to the proposal for general maintenance supply and related items for the District.

**10. A-9 Approval of purchase of general maintenance services**

Approved all vendors who responded which met specifications to the proposal for general maintenance services for the District.

**10. A-10 Approval of Board Policies**

Approved the second reading of the following policies:

FDA (LOCAL) Admissions: Interdistrict Transfers

FDB (LOCAL) Admissions: Intradistrict Transfers and Classroom Assignments

(See inserted pages 19-C—19-G.)

**10. A-11 Approval of Superintendent Priorities for 2017 – 2018**

Approved the superintendent priorities for 2017-2018.

**10. A-12 Approval of resolution proclaiming support for the One Voice for Texas Public Education Coalition**

Approved the attached resolution calling on our state legislators to put the interests of Texas children first when voting on legislation and to acknowledge, applaud and join the One Voice for Texas Public Education Coalition's efforts to protect the pursuit of quality education for all children. (See inserted page 19-H.)

**10. A-13 Approval of resolutions proclaiming:**

**a. Diagnosticians' Week**

Approved the attached resolution designating March 6 – 10, 2017 as "Texas Educational Diagnosticians' Week" in the Lamar Consolidated Independent School District. (See inserted page 19-I.)

**b. Texas Public Schools Week**

Approved the attached resolution designating the week of February 17 – March 3, 2017 as Texas Public Schools Week in the Lamar Consolidated Independent School District. (See inserted page 19-J.)

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**10. A-15 Approval of Lamar CISD Citizens' Bond Advisory Committee**

Approved the makeup of the 2017 Citizens' Bond Advisory Committee, as presented.

**10. A-16 Approval of additional moving services needed to open Bentley Elementary School**

Approved Roadrunner Moving & Storage for providing additional staff and moving supplies for Bentley Elementary School in the amount of \$1,683 and authorized the Board President to execute the agreement. (See inserted pages 20-A—20-B.)

**10. A-17 Approval of CenterPoint Energy electric easement for Bentley Elementary School**

Approved the CenterPoint Energy electric easement at Bentley Elementary School, and authorized the Board President to execute the agreement. (See inserted pages 20-C – 20-H.)

**10. A-18 Approval of freezer repairs for the Food Service Warehouse**

Approved Franks Iron Works & Industrial Coatings, Inc. for the freezer repairs at the Food Service Warehouse in the amount of \$11,850 and authorized the Board President to execute the agreement. (See inserted page 20-I.)

**10. A-19 Approval of job order contracting procurement method for Pink Elementary School**

Approved Job Order Contracting as the procurement method for Pink Elementary School repairs.

**10. A-20 Approval of vehicle purchases for Transportation**

Approved the purchase of (4) vehicles to be added to the Transportation Department fleet from Helfman Ford in the amount of \$158,389.

**10. B GOAL: TECHNOLOGY**

**10. B-1 Approval of contracted services for iPad refresh project management and deployment services**

Approved GoIT Services, Inc. for additional professional services relating to the iPad Refresh. Services will be provided at a rate of \$68 per hour for project management and \$38 per hour for on-site deployment and setup. The total value of these professional services shall not exceed \$25,000.

**10. A GOAL: PLANNING**

**10. A-6 Consider approval of request for 2017 Historic Site Exemption Qualification for the Simonton School**

No action taken.

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**10. A-7 Consider approval of interlocal agreement with Region 4 Education Service Center for staff development training**

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve an interlocal agreement with Region 4 Education Service Center (ESC IV) for staff development training and authorized the Superintendent to execute the agreement.

Dr. Harrell asked how many years has the District outsourced this. Dr. Randle said there has been some form of agreement over the last 20 years, this particular contract about 10 or 12 years. Ms. Leach said we use their programming and some of their staff. Ms. Vogt said they are used extensively on the district-wide staff development days and they are about the third of the cost vs. experts in their field if they went to the private sector.

The motion carried unanimously. (See inserted pages 21-A – 21-D.)

**10. A-14 Consider approval of Lamar CISD Attendance Boundary Committee recommendations for Lindsey Elementary School**

It was moved by Ms. Roberts and seconded by Ms. Gonzales that the Board of Trustees approve the 2016-2017 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Lindsey Elementary School.

Ms. Rosie Kuhar represented the recommendation to the Board.

Ms. Roberts asked why did the committee not consider the grandfathering. Ms. Kuhar said she was not sure why it was not discussed. She feels they have the right to stay at that campus.

Ms. Danziger asked how many kids are involved for grandfathering. Mr. Rockwood said maybe 61 students.

Ms. Roberts said they have only received two requests from current fourth graders. She said the kids that are asking to stay live in Firethorne, before it was built out.

Ms. Roberts proposed to amend the recommendation to offer grandfathering to the fourth grade students that are going into the fifth grade to let them choose to stay at Huggins, provided they provide their own transportation. Dr. Harrell seconded.

The motion carried unanimously.

There was a call for vote on the first motion with amendment. The motion carried unanimously.

**10. A-21 Discussion of wine and beer permit at restaurant near school district property**

No action taken.

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### **11. INFORMATION ITEMS**

#### **11. A GOAL: PLANNING**

##### **11. A-1 May 6, 2017 Trustees Election Calendar**

##### **11. A-2 Demographic Update**

Population and Survey Analysts (PASA), Dr. Pat Guseman, Dr. Stacey Tepera, and Mr. Justin Silhavy presented the spring update and answered questions related to the study.

##### **11. A-3 Tax Collection Report**

##### **11. A-4 Payments for Construction Projects**

##### **11. A-5 Bond Update**

###### **a. 2011**

###### **b. 2014**

##### **11. A-6 Projects funded by 2011 available bond funds**

##### **11. A-7 Transportation Update**

##### **11. A-8 TASB 2016-2018 Advocacy Agenda**

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

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

The Board adjourned to Closed Session at 8:37 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:58 p.m.

**12. A-1(d) Consider employment of Principal for Lindsey Elementary School**

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the recommendation of Heather Williams as the Principal of Lindsey Elementary School. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

None

**UPCOMING MEETINGS AND EVENTS**

Men Who Cook on February 18, 2017  
Youth in Philanthropy (YIP) luncheon on March 2, 2017  
Bentley Elementary Dedication on March 9, 2017

**ADJOURNMENT**

The meeting adjourned at 8:59 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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**Kay Danziger**  
**Secretary of the Board of Trustees**

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

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Foster High School Close Up Team to travel to Washington D.C. from May 13-18, 2018.

**IMPACT/RATIONALE:**

Foster High School requests permission to travel to Washington D.C. from May 13–18, 2018 by airplane. The approximate cost for each student is \$1,800. Meals, airfare, hotel, entry fees, and ground transportation are included in the cost. For every 10 students, one teacher attends for free. Approximately 20 students are expected to attend. Two adults will be chaperoning the students.

**BACKGROUND INFORMATION:**

The Close Up Program is designed to enrich students' knowledge of the basic concepts and institutions of American Constitutional government and develop a practical understanding of the processes of the democratic political system and the role of the citizens in that system. Program provides the students with hands-on opportunities to interact with their government, interest groups, and individual citizens. Students will engage with policymakers and experts through seminars, meetings with Congressional offices, and observations of congress in action. Key institutions and historic sites are used by classrooms to help students explore the links between history and contemporary policy issues.

Submitted by: Valerie Vogt, Academic Administrator  
Leslie Haack, Executive Director of Secondary Education

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-state travel for Foster High School and George Ranch High School DECA to travel to Anaheim, CA. on April 26-30, 2017.

**IMPACT/RATIONALE:**

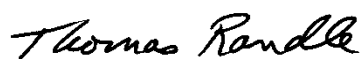
Foster High School and George Ranch High School DECA request permission to travel to the DECA International Career Development Conference in Anaheim, CA. from April 26-30, 2017 by airplane. The approximate cost for the students and sponsors will be \$9,000. This cost includes meals, airfare, lodging, registration fees, and ground transportation. Attending the conference will be 4 Foster High School students and Stephanie Briscoe, Foster HS sponsor. There will be two George Ranch High School students with their sponsor, Kristin Gann. The expenses for the trip for the Foster, George Ranch students and sponsors will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund. If the FHS or THS alternate(s) are chosen, the cost would increase to add student/s.

**BACKGROUND INFORMATION:**

Foster High School students Alec Ling, Danitza Daya, Khadeeja Soderstrom and Ferryn Gradney and George Ranch High School students Trevor Patin and Arbaaz Manjiyani competed at the state contest in San Antonio and won the right to compete at the national level. They will be competing in the Sports and Entertainment Promotion Plan, Business Finance, Marketing Management Team Decision Making, and Innovation Plan.

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

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-state travel for Foster High School and Lamar Consolidated High School Speech and Debate to attend the 2017 National Individual Events Tournament of Champions (NIETOC) in Kansas City, Missouri, from May 12–15, 2017.

**IMPACT/RATIONALE:**

The Foster High School and Lamar Consolidated High School Speech and Debate requests approval to travel to Kansas City, Missouri from May 12-15, 2017 by airplane. The approximate cost for each student or sponsor/chaperone is \$550. Meals, airfare, hotel, tournament registration, and ground transportation are included in the costs. The expenses for the trips will be paid for by fundraising activities by the students, as well as through family contributions. District funds will be used to cover the costs of regular registration and sponsor expenses, and will be drawn from the Foster High School and Lamar Consolidated High School Speech and Debate campus budgets. Six students are expected to qualify and attend these tournaments. Accompanying district sponsors will be Yvonne Eype, John Kiser, and Kasey Willeby.

**PROGRAM DESCRIPTION:**

The students have qualified for this National Individual Event Tournament of Champions (NIETOC) competition through advancing to finals at various National Individual Event Tournament of Champions qualifying tournaments. Various workshops will be held to get the students ready for the competition. The National Individual Event Tournament of Champions will include competitors from nearly 40 states throughout the country. Students participating from Foster High School are Rahmane Dixon, Kenneth Isibor, Jahvonte Garner, Nick Hunter, and Tessa Martinez. Sponsor is Kasey Willeby for Foster High School. Students participating from Lamar Consolidated High School are Megan Mouton and Leigh Nealy. Sponsors are Yvonne Eype and John Kiser for Lamar Consolidated High School.

Submitted by: Leslie Haack, Executive Director of Secondary Education  
Ramiro Estrada, Director of Fine Arts

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-state travel for Lamar Consolidated High School Speech and Debate students to attend the 2017 National Tournament of Champions in Lexington, Kentucky, from April 28 - May 1, 2017.

**IMPACT/RATIONALE:**

The Lamar Consolidated High School Speech and Debate students request permission to travel to Lexington, Kentucky, from April 28 - May 1, 2017 by airplane. The approximate cost for each student or sponsor/chaperone is \$500 for a grand total of \$2,000. Two students are expected to participate as well as two staff chaperones. Meals, airfare, hotel, tournament registration, and ground transportation are included in the cost. District funds will be used to cover the costs of the entry fees.

**PROGRAM DESCRIPTION:**

The students will gain a great deal of exposure and experience by competing in this tournament. The students, Leigh Nealy and Cameron Mitchell, will be attending various workshops to prepare them for the competition. This is a National Tournament of Champions.

Submitted by: Leslie Haack, Executive Director of Secondary Education  
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS**

**RECOMMENDATION:**

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in K-12 classrooms in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

The 2016-2017 District Instructional Materials Adoption Committee consisted of 103 members approved by the Board of Trustees on November 17, 2016. The Superintendent of Schools or his designee was a member and chaired the committee consisting of 98 teachers and 5 administrators. Teachers at the applicable grade levels and subject areas reviewed the instructional materials being considered and provided input to the voting Instructional Materials Committee members.

Samples of all instructional materials up for adoption consideration by LCISD were available in every school in the district that contained the appropriate grades/courses, for public inspection and comment.

Attached is a list of instructional materials recommended by the District Committee.

**PROGRAM DESCRIPTION:**

The State Board of Education issued Proclamation 2017 in April 2015. The adoption of materials under Proclamation 2017 occurred in November 2016. The adopted materials are scheduled to be available for use beginning in the 2017-2018 school year.

Submitted by: Valerie Vogt, Chief Academic Administrator  
Joel Garrett, Director of Career and Technical Education  
Gloria Stewart, Director of Accelerated Language Programs

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**Proclamation 2017 Instructional Materials  
Recommended from the  
State Board of Education List**

<b>Subject</b>	<b>Publisher</b>	<b>Title</b>
Chinese, I – IV	EMC Publishing, LLC.	Zhen Bang! Level 1 Zhen Bang! Level 2 Zhen Bang! Level 3
Spanish, I - III	Pearson Education, Inc. publishing as Prentice Hall	Authentico 1 Texas Student Edition (Print) with Digital Courseware Authentico 2 Texas Student Edition (Print) with Digital Courseware Authentico 3 Texas Student Edition (Print) with Digital Courseware
Spanish AP, IV	Vista Higher Learning	Temas, AP Spanish Language and Culture
Spanish AP, V	Pearson Education, Inc.	Reflexiones: Introduccion a la literature hispanica AP* Edition
French, I - IV	EMC Publishing, LLC	T'es branche? Level 1 Textbook T'es branche? Level 2 Textbook T'es branche? Level 3 Textbook T'es branche? Level 4 Textbook
French AP	Vista Higher Learning	Themes, AP French Language and Culture

American Sign Language I - IV	Dawn Sign Press	Signing Naturally Units 1-6, Teacher's Curriculum Guide Signing Naturally Units 1-6, Student Workbook Signing Naturally Units 7-12, Teacher's Curriculum Guide Signing Naturally Units 7-12, Student Workbook Signing Naturally, Level 2 Units 13-17, Teacher's Curriculum Guide Signing Naturally, Level 2 Units 13-17, Student Workbook Signing Naturally, Level 3 Units 18-25, Teacher's Curriculum Guide Signing Naturally, Level 3 Units 18-25, Student Workbook
Principles of Agriculture, Food & Natural Resources	Goodheart-Willcox Publisher	Principles of Agriculture, Food, and Natural Resources
Agriculture Mechanics & Metal Technologies	Goodheart-Willcox Publisher	Agricultural Science
Agriculture Structures Design & Fabrication	CEV Multimedia Ltd.	Agricultural Science
Welding I	CEV Multimedia Ltd.	Agriculture, Construction, Transportation & Manufacturing
Welding II	CEV Multimedia Ltd.	Agriculture, Construction, Transportation & Manufacturing
Agribusiness Management & Marketing	CEV Multimedia Ltd.	Agricultural Science
Small Animal Management	CEV Multimedia Ltd.	Agricultural Science
Livestock Production	CEV Multimedia Ltd.	Agricultural Science
Equine Science	CEV Multimedia Ltd.	Agricultural Science
Veterinary Medical Applications	CEV Multimedia Ltd.	Agricultural Science
Advanced Animal Science	CEV Multimedia Ltd.	Agricultural Science
Practicum in Agriculture, Food & Natural Resources	CEV Multimedia Ltd.	Agricultural Science

Principles of Architecture	Goodheart-Willcox Publisher	Architecture: Residential Drafting & Design
Interior Design II	Goodheart-Willcox Publisher	Housing & Interior
Interior Design II	Goodheart-Willcox Publisher	Interior Design
Principles of Construction	American Technical Publishers	Carpentry
Construction Technology I	American Technical Publishers	Carpentry
Principles of Arts, Audio Video Technology & Communications	Pearson Education	Principles of Arts, Audio & Video Technology and Communications, Texas Edition
AV Production I	Pearson Education	Learning Audio/Video Production
Graphic Design & Illustration I	Pearson Education	Learning Graphic Design & Illustration
Graphic Design & Illustration II	Davis Publications Inc.	Communicating Through Graphic Design
Professional Communication	Perfection Learning	Projects in Professional Communications
Principles of Business, Marketing, & Finance	CEV Multimedia Ltd.	Business, Marketing, Finance, IT & Media
Business Law	CEV Multimedia Ltd.	Business, Marketing, Finance, IT & Media
Business Information Management I	Cengage Learning, Inc.	SAM online version
Business Information Management II	Cengage Learning, Inc.	SAM online version
Human Resources Management	CEV Multimedia Ltd.	Business, Marketing, Finance, IT & Media
Principles of Education & Training	Current: Goodheart- Willcox Publisher	Teaching
Human Growth & Development	Current: Goodheart- Willcox Publisher	Life Span Development
Money Matters	The Lampo Group, Inc.	Foundations in Personal Finance – High School Edition
Accounting I	McGraw-Hill School Division	Accounting I
Accounting II	CEV Multimedia Ltd.	Business, Marketing, Finance, IT & Media
Principles of Health Science	Goodheart-Willcox Publisher	Introduction to Health Science: Pathways to Your Future

Medical Terminology	Goodheart-Willcox Publisher	Introduction to Medical Terminology
Health Science Theory	Goodheart-Willcox Publisher	Health Science: Concepts and Applications
Health Science Clinical	B.E. Publishing	Today's Health Professions
Practicum in Health Science	B.E. Publishing	Today's Health Professions
Anatomy & Physiology	McGraw-Hill School Division	Holes Essentials 12th Ed
Principles of Hospitality & Tourism	Goodheart-Willcox Publisher	Hospitality Services
Introduction to Culinary Arts	Pearson Education, Inc.	Introduction to Culinary Arts
Culinary Arts	Current: Pearson Education, Inc.	Foundation of Restaurant Management and Culinary Arts Level I
Advanced Culinary Art	Current: Pearson Education, Inc.	Foundation of Restaurant Management and Culinary Arts Level II
Food Science	Goodheart-Willcox Publisher	Current: Principles of Food Science. 4th version
Principles of Human Services	Goodheart-Willcox Publisher	Principles of Human Services
Lifetime Nutrition & Wellness	Current: Goodheart- Willcox Publisher	Guide to Good Food
Child Guidance	Goodheart-Willcox Publisher	Working with Children
Principles of Information Technology	CEV Multimedia Ltd.	Principles of Information Technology
Computer Technician	Current: McGraw-Hill	Managing & Trouble Setting PC's
Computer Maintenance	Current: McGraw-Hill	Managing & Trouble Setting PC's
Digital Media	Cengage Learning, Inc (South-Western)	Digital Media Concepts & Applications 4 <sup>th</sup> edition
Advertising	Current: Cengage Learning Inc.	Advertising & Sales Promotion
Entrepreneurship	Cengage Learning Inc.	Entrepreneurship: Ideas in Action
Sports & Entertainment	Cengage Learning Inc.	Sports & Entertainment Marketing
Practicum in Marketing	Current: Glencoe	Marketing Essentials
Law Enforcement I	Pearson Education	Criminal Justice Today: An Introduction
Forensic Science	Pearson Education, Inc.	Forensic Science: An Introduction 4th Edition
Principles of Applied Engineering	Goodheart-Willcox Publisher	Engineering Fundamentals

Principles of Applied Engineering	Current resources adopted – Paxton-Patterson	Paxton-Patterson Action Labs
Engineering Design & Presentation	Current resources adopted – Project Lead The Way EDD	PLTW-EDD
Automotive Tech I: Maintenance & Light Repair	Current: Jones & Bartlett Learning	CDX
Automotive Tech II: Automotive Service	Current: Jones & Bartlett Learning	CDX

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



Terry High School is requesting a budget change to pay for summer staff development training.

199-11	Classroom Instruction	(10,500.00)
199-13	Curriculum and Instr. Staff Development	10,500.00

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Leaman Jr. High School is requesting a budget change to pay for wireless services. Per TEA Resource Guide, funds for wireless services should be coded to function 51.

199-23	School Leadership	(1,140.00)
199-51	Plant Maintenance & Operations	1,140.00

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The Special Education Department is requesting a budget change to pay for staff to attend the Ron Clark Academy.

199-31	Guidance and Counseling	(10,000.00)
199-21	Instructional Leadership	10,000.00

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The Curriculum and Instruction Department is requesting two budget changes:

The first budget change is to pay extra duty pay to teachers to write curriculum over the summer.

199-23	School Leadership	(9,800.00)
199-13	Curriculum and Instr. Staff Development	9,800.00

The second budget change is to pay for Science Olympiad expenses.

199-11	Classroom Instruction	(1,200.00)
199-36	Cocurricular/Extracurricular Activities	1,200.00

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The Business Office and Maintenance Department are requesting a budget change to amend the budget to increase the utilities/water budget for the Fulshear complex due to North Fort Bend Water Authority fees.

199-51	Plant Maintenance & Operations	180,000.00
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## **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 February 2017 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle  
Superintendent

## SCHEDULE OF FEBRUARY 2017 DISBURSEMENTS

**IMPACT/RATIONALE:**

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of February total \$26,294,556 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,795,845
614	Employee Benefits	710,602
621	Professional Services	32,263
623	Education Services Center	32,737
624	Contracted Maintenance and Repair Services	346,158
625	Utilities	144,630
626	Rentals and Operating Leases	23,772
629	Miscellaneous Contracted Services	567,104
631	Supplies and Materials for Maintenance and Operations	186,052
632	Textbooks and Other Reading Materials	260,156
633	Testing Materials	29,889
634	Food Service	759,108
639	General Supplies and Materials	848,227
641	Travel and Subsistence -- Employee and Student	141,542
642	Insurance and Bonding Costs	3,904
649	Miscellaneous Operating Costs/Fees and Dues	104,700
659	Other Debt Services Fees	3,000
661	Land Purchase and/or Improvements	30,080
662	Building Purchase, Construction, and/or Improvements	5,888,940
663	Furniture & Equipment - \$5,000 or more per unit cost	338,176
129	Misc. Receivable/Alternative Certification Fees	5,258
131	Inventory Purchases	41,465
217	Operating Transfers, Loans and Reimbursements	490
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	458
	<b>Total</b>	<b>26,294,556</b>

**PROGRAM DESCRIPTION:**

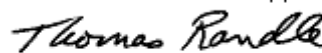
The report above represents all expenditures made during the month of February 2017. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF FEBRUARY 28, 2017**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	148,036,354.00	144,000,830.00	(4,035,524.00)	97.3%
5800-STATE PROGRAM REVENUES	97,726,537.00	57,914,193.00	(39,812,344.00)	59.3%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	1,798,957.00	73,957.00	104.3%
7900- OTHER RESOURCES	-	-	-	
<b>TOTAL- REVENUES</b>	<b>247,487,891.00</b>	<b>203,713,980.00</b>	<b>(43,773,911.00)</b>	<b>82.3%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	207,712,857.00	103,768,985.00	103,943,872.00	50.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,071,561.00	8,610,163.00	15,461,398.00	35.8%
6300-SUPPLIES AND MATERIALS	12,487,178.00	5,008,834.00	7,478,344.00	40.1%
6400-OTHER OPERATING EXPENDITURES	5,166,389.00	1,679,264.00	3,487,125.00	32.5%
6600-CAPITAL OUTLAY	1,860,871.00	796,452.00	1,064,419.00	42.8%
<b>TOTAL-EXPENDITURES</b>	<b>251,298,856.00</b>	<b>119,863,698.00</b>	<b>131,435,158.00</b>	<b>47.7%</b>

Lamar CISD  
Local Investment Pools  
as of February 28, 2017

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	2,523,437.21	0.00	0.00	1,082.18	2,524,519.39
General Account	24,496,726.97	138,533,737.20	18,398,750.00	47,834.47	144,679,548.64
Health Insurance	5,989,952.23	1,260,416.67	1,650,000.00	2,708.33	5,603,077.23
Workmen's Comp	441,019.12	38,333.33	100,000.00	180.64	379,533.09
Property Tax	149,429,271.59	39,507,590.73	185,183,549.39	25,490.84	3,778,803.77
Vending Contract Sponsor	477,507.34	0.00	0.00	204.77	477,712.11
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	18,949.71	3,396,937.54	3,415,886.25	254.96	255.96
Capital Projects Series 2005	228,352.26	0.00	0.00	97.90	228,450.16
Student Activity Funds	41,064.33	0.00	0.00	17.65	41,081.98
Taylor Ray Donation Account	2,569.59	0.00	0.00	1.12	2,570.71
Capital Projects Series 2007	210,054.21	0.00	0.00	90.07	210,144.28
Common Threads Donation	53,472.46	0.00	0.00	22.93	53,495.39
Debt Service Series 2008	18,094.34	2,861,919.31	2,880,012.65	215.26	216.26
Capital Projects 2012A	2,104,627.00	0.00	18,000.00	901.20	2,087,528.20
Debt Service 2012A	18,536.33	6,619,277.42	4,512,281.25	950.54	2,126,483.04
Debt Service 2012B	9,454.28	4,880,161.14	4,531,250.00	439.59	358,805.01
Debt Service 2014A	514,636.36	938,968.85	472,500.00	390.46	981,495.67
Debt Service 2014B	180,373.70	1,945,974.58	1,084,300.00	406.65	1,042,454.93
Debt Service 2013	8,007.65	6,736,929.15	6,547,696.02	433.93	197,674.71
Debt Service 2013A	554,404.22	6,976,623.80	7,531,027.02	456.95	457.95
Debt Service 2015	25,360.36	9,031,842.14	5,046,312.50	1,536.19	4,012,426.19
Capital Projects 2015	59.89	0.00	0.00	0.00	59.89
Debt Service 2016A	114.38	4,231,160.37	2,363,350.00	714.72	1,868,639.47
Debt Service 2016B	0.00	1,112,391.68	618,537.50	188.51	494,042.69
Debt Service 2017	0.00	1,739,847.23	0.00	503.13	1,740,350.36
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,043.75	0.00	0.00	2.04	5,045.79
Workers' Comp	724,136.66	0.00	0.00	292.51	724,429.17
Property Tax Fund	32,305.94	0.00	0.00	13.05	32,318.99
General Fund	2,599,651.97	0.00	0.00	1,050.10	2,600,702.07
Food Service Fund	90,902.30	0.00	0.00	36.72	90,939.02
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	703.82	0.00	0.00	0.28	704.10
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	385.82	0.00	0.00	0.16	385.98
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.06	0.00	0.00	0.02	43.08
Capital Projects 2014A	631,366.90	0.00	71,709.07	234.92	559,892.75
Capital Projects 2014B	17.11	0.00	0.00	0.01	17.12
Capital Projects 2015	22,031,150.17	0.00	2,506,417.91	8,616.87	19,533,349.13
Debt Service Series 2015	1,893,624.99	0.00	0.00	764.91	1,894,389.90
<b>MBIA Texas CLASS Fund</b>					
General Account	15,483,717.94	0.00	0.00	11,531.49	15,495,249.43
Capital Project Series 1998	912.71	0.00	0.00	0.61	913.32
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	9,765,188.76	0.00	117,694.84	7,206.17	9,654,700.09
Capital Projects 2015	4,101,180.11	0.00	2,993,749.13	982.20	1,108,413.18
Debt Service 2015	950,464.57	0.00	0.00	707.86	951,172.43
<b>TEXSTAR</b>					
Capital Projects Series 2007	746.40	0.00	0.00	0.29	746.69
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	999,523.62	0.00	17,313.46	420.39	982,630.55
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,710.70	0.00	0.00	0.79	1,711.49
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,531.49	0.00	0.00	1.94	4,533.43
Capital Projects 2014A	139.67	0.00	0.00	0.04	139.71
Capital Projects 2014B	78,131.84	0.00	0.00	33.17	78,165.01
Debt Service 2015	3,314,702.39	0.00	0.00	1,406.97	3,316,109.36
Capital Projects 2015	47,902,383.67	0.00	0.00	20,333.00	47,922,716.67
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,010,380.52	0.00	0.00	457.91	1,010,838.43
Capital Projects Series 2008	141.50	0.00	0.00	0.06	141.56
Capital Projects Series 2012A	56.81	0.00	0.00	0.03	56.84
Capital Projects Series 2014A	9,783.21	0.00	9,783.20	0.31	0.32
Capital Projects Series 2014B	2,537,795.49	0.00	106,123.13	1,137.15	2,432,809.51
Debt Service 2015	135,369.80	0.00	0.00	61.35	135,431.15
Capital Projects 2015	15,228,699.78	0.00	0.00	6,901.80	15,235,601.58

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.56	\$85,122.99
LONE STAR ACCOUNT INTEREST	0.53	\$11,011.59
MBIA TEXAS CLASS ACCOUNT INTEREST	0.97	\$20,428.33
TEXSTAR ACCOUNT INTEREST	0.55	\$22,196.59
TEXAS TERM/DAILY ACCOUNT INTEREST	0.59	\$8,558.61
TOTAL CURRENT MONTH EARNINGS		\$147,318.11
EARNINGS 9-01-16 THRU 1-31-17		\$554,020.84
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$701,338.95

**CONSIDER APPROVAL OF OFFER TO PURCHASE TAX RESALE PROPERTY**

**RECOMMENDATION:**

That the Board of Trustees approve the bid by Juan Zavala for \$1,860.66 to acquire the one (1) tax resale property identified below.

**IMPACT/RATIONALE:**

The tax resale property is described as:

Lot Six (6), Block Twelve (12), located in the City of Rosenberg, Fort Bend County, Texas. The physical address is: 221 5<sup>th</sup> Street, Rosenberg, Texas (Account #7835-00-012-0060-901).

The property is owned by the City of Rosenberg as trustee for itself and for Lamar Consolidated Independent School District and Fort Bend County. In order for the property to be sold for less than the entire amount of taxes and costs owed, the formal approval of all taxing entities is required pursuant to Texas Property Tax Code Section 34.05.

**BACKGROUND INFORMATION:**

The total amount of taxes owed to all taxing entities is \$1,450.49 for tax years 2011 through 2015, and the property was valued \$7,750.00 at the time of Judgment. The proposed distribution after reduction for all costs and post-judgment taxes owed is \$1,860.66. This amount will be distributed among the three taxing entities as follows:

<b>Taxing Entity</b>	<b>Application of Proceeds</b>	<b>% of Amount Due</b>	<b>Amount</b>
Lamar CISD	Taxes Receivable	25.0%	\$211.56
Fort Bend County	Taxes Receivable	24.8%	\$75.06
City of Rosenberg	Taxes Receivable	24.4%	\$74.04
City of Rosenberg	Reimbursement of Costs	Total Costs: \$2,115.82	\$1,500.00
<b>Total</b>			<b>\$1,860.66</b>

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW  
512 SOUTH SEVENTH STREET  
RICHMOND, TEXAS 77469

(281) 342-9636  
FAX: (281) 341-7808

COPY

Charles Austin "Chip" Sutton

February 28, 2017

Mr. James Steenbergen, Board President  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

HAND DELIVERED

**RE: Bid to Purchase Tax Resale Property**

Dear Mr. Steenbergen:

I am forwarding this letter to your attention regarding a tax resale bid that the law firm for the City of Rosenberg has received from Juan Zavala. This tax resale bid is for the purchase of a tax resale property owned by the City of Rosenberg as trustee for itself and for Lamar Consolidated Independent School District and Fort Bend County as a result of the failure of the property to sell at the tax sale on the courthouse steps. In order for the property to be sold for less than the entire amount of taxes and costs owed, the formal approval of all taxing entities, including Lamar Consolidated Independent School District, is required pursuant to Texas Property Tax Code Section 34.05. I have enclosed with this letter, a map and photo of the subject property, and a bid analysis and the proposed tax resale deed prepared by the law firm for the City of Rosenberg.

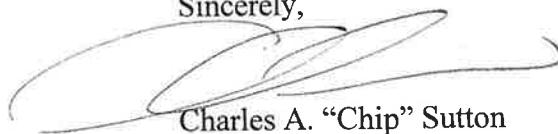
I would respectfully request that this tax resale bid be placed on the agenda of the Lamar Consolidated Independent School District's Board of Trustees' meeting to be held on March 23, 2017. A suggested wording of the agenda items is as follows:

Consider approval of a bid by Juan Zavala to acquire a tax resale property described as:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN FORT BEND COUNTY, TEXAS, KNOWN AND DESIGNATED AS LOT 6, BLOCK 12 ACCORDING TO THE MAP OF THE PLAN OF THE TOWN OF ROSENBERG, TEXAS, ACCORDING TO A MAP RECORDED IN THE DEED RECORDS OF SAID FORT BEND COUNTY, TEXAS (Account #7835-00-012-0060-901)

Please do not hesitate to contact me if you have any questions, need additional information or would like to meet with me with respect to this or any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles A. Sutton", written over a horizontal line.

Charles A. "Chip" Sutton  
Attorney at Law

cc: Patsy Schultz, Tax Assessor-Collector  
Fort Bend County Tax Office  
1317 Eugene Heimann Circle  
Richmond, Texas 77469

Jill Ludwig, CPA, RTSBA  
Chief Financial Officer  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471



**Bid Analysis**

Cause No. 12-DCV-202383  
 Judgment Date: 10/28/2014

Account No(s). 7835000120060901  
 Struck Off Date: 4/7/15

**Description:**

GEO: 7835000120060901

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN FORT BEND COUNTY, TEXAS, KNOWN AND DESIGNATED AS LOT 6, BLOCK 12 ACCORDING TO THE MAP OF THE PLAN OF THE TOWN OF ROSENBERG, TEXAS, ACCORDING TO MAP RECORDED IN THE DEED RECORDS OF SAID FORT BEND COUNTY, TEXAS.

**Bid** \*

Bid Amount \$1,860.66

Name of Bidder Juan Zavala

**Judgment/ Opening Bid Information**

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
City Of Rosenberg	2011-2013	\$192.41 (22%)
Lamar Consolidated Independent School District, Fort Bend County General Fund, Fort Bend County Lateral Road And Flood Control, Fort Bend County Drainage District	2011-2013	\$722.34 (78%)
<b>Total (7835000120060901)</b>		<b>\$914.75</b>

**TOTAL AMOUNT DUE AT TIME OF TAX SALE:**

**\$914.75** As of 2015

**Property Value** \*

Property Value (at time of Judgment)

As of 3/1/17: **\$1,450.49**

Account No. 7835000120060901

\$7,750.00

**Costs**

Court Costs	<u>\$573.00</u>
Publication Fee (Fort Bend Independent Paper)	<u>\$211.50</u>
Constable Fee & Commission (Constable Rob Cook)	<u>\$310.00</u>
Recording Fee (Struckoff Deed- PBFCM)	<u>\$25.00</u>
Research Fee (PBF)	<u>\$110.66</u>
Ad Litem Fee (PBF)	<u>\$525.00</u>

**\$1,755.16**

Total costs to be paid: \$1,755.16

**Costs** \*

**Costs Not Paid By Bid**

\* Abstract Fee (PBF) \$360.66

**360.66**

Total costs not paid: \$360.66

**Total Costs: \$2,115.82**

**Proposed Distribution**

Bid Amount \$1860.66 - Costs \$1,894.50 - Post Jdmt \$360.66 (Dec., 2016 for 2014-2015 Tax Years)

**(ACCOUNT NO. 7835000120060901) Net to Distribute \$0.00** Taxes to be paid to taxing entities: **\$360.66**

\*\*Please zero out all remaining balances for 2011-2013 tax years.

**CONSIDER APPROVAL OF AMENDMENT TO CONTRACT FOR DISTRICTWIDE  
DEPARTMENT PROCESS AUDIT TO INCLUDE AN EXPANDED PROGRAM SCOPE  
AUDIT OF THE SPECIAL EDUCATION DEPARTMENT**

**RECOMMENDATION:**

That the Board of Trustees approve an amendment to the districtwide department process audit contract with McConnell & Jones, LLP in the amount of \$20,917, approve budgetary amendments as necessary, and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

In November 2016, the Board of Trustees approved and awarded a contract to McConnell & Jones, for a districtwide department process audit of Lamar CISD. At the request of the Board of Trustees, McConnell and Jones LLP has submitted a proposal to include an expanded scope review of the Special Education Department.

The expanded scope will include a review of student services, effective identification of student's needs, staffing to support the Special Education Department and impact of recent staff changes.

McConnell & Jones, LLP is proposing a 134-hour review of the Special Education Department which will be submitted to the Board of Trustees with their final presentation of the Districtwide Department Process Audit. A written quote has been provided and is included.

**PROGRAM DESCRIPTION:**

Upon approval, McConnell and Jones, LLP will begin the expanded scope audit of the Special Education Department under the direction of the Board of Trustees or their designee.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



February 17, 2017

Mr. James Steenbergen  
 Board President  
 Lamar Consolidated Independent School District  
 3911 Avenue I  
 Rosenberg, Texas 77471

**Subject: Proposed Amendment to McConnell & Jones LLP Contract  
 to Expand Special Education Program Scope**

Dear Mr. Steenbergen:

As requested, McConnell & Jones LLP has prepared a contract amendment to address the expanded scope of services to evaluate the Special Education Program as a part of the Lamar Consolidated Independent School District's (LCISD) Districtwide Department Process Audit. Outlined below are the additional areas we plan to cover along with the estimated cost.

***Expanded Contract Scope:***

- Are students who need services receiving them?
- Does LCISD effectively identify the students who require the services?
- Does LCISD have the best qualified staff to support the Special Education program?
- What impact has turnover had on the Special Education program?

Additional task(s) hours, expenses, and budgets are outlined below:

- |  |          |
|--|----------|
| 1. Conduct a series of interviews with a sample of Special Education teachers, professional staff, and paraprofessionals focusing on inclusion, resource, and life skills settings. Interview General Education and Special Education teachers who co-teach. Conduct a follow-up, in-depth interview with the Director of Special Education: | 24 hours |
| 2. Document how Special Education instructional and other services are structured and delivered on each LCISD campus through the use of a combination of existing data and a survey, as needed:  | 36 hours |
| 3. Identify additional documents and data needs:   | 4 hours  |
| 4. Perform Special Education data and document review, synthesis and analysis:   | 30 hours |
| 5. Prepare Special Education Review report and submit to Board for review. Modify report based on Board comments and suggestions and submit final report:  | 40 hours |

Total number of hours: 134 hours @ \$150.00 per hour:	<u>\$ 20,100</u>
Estimated travel and administrative expenses:	<u>\$ 817</u>

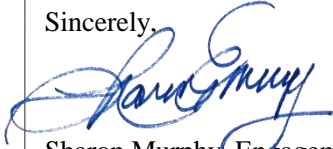
<b>Cost Estimate - Grand Total</b>	<b><u><u>\$ 20,917</u></u></b>
------------------------------------	--------------------------------

4828 Loop Central, Suite  
 1000  
 Houston., TX 77081  
 Phone: 713.968.1600  
 Fax: 713.968.1601

**Page 2**  
**Proposed Amendment to McConnell & Jones LLP Contract**  
**to Expand Special Education Program Scope**  
**Lamar CISD Districtwide Department Process Audit**

Should you have questions or require additional information please do not hesitate to contact me at (713) 968-1604 or via email at [smurphy@mjlm.com](mailto:smurphy@mjlm.com)

Sincerely,



Sharon Murphy, Engagement Partner

cc: Michele Leach, Purchasing/Materials Manager

**CONSIDER APPROVAL OF REQUEST FOR 2017 HISTORIC SITE EXEMPTION  
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

**RECOMMENDATION:**

That the Board of Trustees approve 2017 Historic Site Exemption Qualification for the George Ranch Historical Park.

**BACKGROUND INFORMATION:**

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2017-2018 school year.

TAXPAYER	LOCATION/ TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$13,043,725	\$181,314.30

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

February 24, 2017

*Via email to kvacek@lcisd.org*

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

**Re: 2017 Ad Valorem Tax Exemption Application for Historic  
Site Exemption – The George Ranch Historical Park**

Dear Dr. Randle:

Enclosed please find the 2017 Historic Site Exemption Application for  
The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should  
you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson  
Chief Financial Officer

Enclosure

cc: Roger Adamson, Chief Executive Officer



# Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B. F. Berry Blvd. Rosenberg, Texas 77471

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

### OTHER IMPORTANT INFORMATION

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

## STEP 1: State the Year for Which You are Seeking an Exemption

2017

State the year for which you are seeking an exemption

## STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, Texas 77469

City, State, ZIP Code

Phone (area code and number)

Property Owner is a(n) (check one):

individual     partnership     corporation     other (specify): Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roger Adamson

Chief Executive Officer

Name of Person Preparing this Application

Title

Driver's License, Personal I.D. Certificate, or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number: .....

74-6043368

\* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 11.48(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

## STEP 3: Describe the Property for Which You are Seeking an Exemption

The George Ranch Historical Park 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD #s R127514, R35055,

R46553,R33739,R386497

Legal Description (if known)

Appraisal District Account Number (if known)

**Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation**

Lamar Consolidated ISD

Fort Bend County

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

**STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation**

Has the property been designated as a Recorded Texas Historic Landmark under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission?  Yes  No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit?  Yes  No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

**STEP 6: Read, Sign, and Date**

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

sign here ▶

*Roger Adamson*

02/23/2017

Authorized Signature

Date

Roger Adamson

Printed Name

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10, Penal Code.



The George Foundation  
 Attachment to Form 50-122  
 Application for Historic or Archeological Site Property Tax Exemption  
 2017

Step 3: Legal Description of Property	Account Number	CAD #
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
0.2081 Acres John Jones A-41	#0041-00-000-0012-901	R386497
<u>470.9770 Acres</u>		

**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 \$5,000.

**PROGRAM DESCRIPTION:**

Austin PTO donated \$22,595 to purchase a sun port for playground at Austin Elementary School.

George Ranch Athletic Booster Club donated \$60,000 to purchase weight room flooring at George Ranch High School.

Joe Hubenak PTA donated \$5,400 for student field trips at Joe Hubenak Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution designating April 24 – 28, 2017 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE**

April 24 – 28, 2017 is proclaimed as the National Administrative Professionals' Week. Educational Administrative Professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as an administrative assistant. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Approved by:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **administrative professionals** are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, educational **administrative professionals** contribute in many ways beyond their most recognizable function as an administrative assistant; and

WHEREAS, their assistance is particularly important in the daily activities and operations of a school district; and

WHEREAS, **administrative professionals** serve our educational community by providing support for students and staff; and

WHEREAS, educational **administrative professionals** assist school and District personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 24 – 28, 2017 as **Educational Administrative Professionals' Week**, and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our **educational administrative professionals**.

Adopted this 23<sup>rd</sup> day of March 2017.

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James Steenbergen, President

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Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
LIBRARIANS' WEEK**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution designating the week of April 9 – 15, 2017 as Librarians' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE**

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **school librarians** play a critical role in the education process through involvement in reading and research; and

WHEREAS; **school librarians** serve as an instructor for early literature appreciation and share a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, **school librarians** serve as a resource director for each campus, as well as provide instructional support for teachers and students; and

WHEREAS, **school librarians** teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, **school librarians** play an important role in curriculum development, textbook selection and review of instructional materials; and

WHEREAS, **school librarians** maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 9 – 15, 2017 as **Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 23<sup>rd</sup> day of March 2017.

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James Steenbergen, President

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Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
PUBLIC SCHOOL VOLUNTEER APPRECIATION WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution designating the week of April 17 – 21, 2017 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students by helping them greatly extend and increase their resources.

The goal of Public School Volunteer Appreciation Week is to call attention to the value of the many volunteers in our public schools and to show appreciation for the service that they provide.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 17 – 21, 2017 to be **Public School Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 23<sup>rd</sup> day of March 2017 by the Lamar Consolidated Independent School District Board of Trustees.

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James Steenbergen, President

---

Kay Danziger, Secretary



**CONSIDER APPROVAL OF GO PUBLIC GULF COAST**

**RECOMMENDATION:**

That the Board of Trustees approve the District's membership with Go Public Gulf Coast.

**IMPACT/RATIONALE:**

Go Public Gulf Coast is a non-profit organization in the Gulf Coast area established to positively promote public education by generating awareness and understanding of the facts about school districts in the Gulf Coast area.

The membership of Go Public Gulf Coast includes representatives from the school districts and business community, as well as individual supporters. The Go Public Gulf Coast non-profit is now established and they are ready to receive official membership. Membership runs from July - June of each year. The fee structure is established based on the number of students in the district. Lamar CISD is among those districts within the second-highest fee structure as we have in excess of 20,000 students. Yearly dues at this level are \$11,000. Those districts desiring to be inaugural members may join for this fiscal year at a reduced rate. Administration is requesting approval to join for this year with dues in the amount of \$5,500.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**PROPOSED NOVEMBER 2017 BOND ELECTION**

**RECOMMENDATION**

That the Board of Trustees review and discuss the proposed November 2017 Bond Election.

**IMPACT/RATIONALE**

In October 2002, the Board approved the Framework for Facilities Planning which outlines the District's facilities planning process. As part of the planning cycle, a Citizens' Bond Advisory Committee has been formed to develop a recommendation for consideration by the Board of Trustees. The Board is being asked to review information that will be analyzed by the 2017 Citizen's Bond Advisory Committee. The Committee will use this information as a basis for making a recommendation to the Board for a possible November Bond Referendum.

The discussion of proposed new facilities and upgrades to existing facilities aligns with the projections and facilities plan updated every year by Population and Survey Analysts.

The suggested 2017 Bond Program recommendation was prepared by the Lamar CISD Facilities Planning Team. The November 2017 Bond Planning Timeline that was approved by the Board in October 2016 follows the framework for planning and would meet the goal of a bond election to be called for November 2017.

Submitted by: Jill Ludwig, Chief Financial Officer  
Mike Rockwood, Executive Director of Community Relations  
Kevin McKeever, Administrator for Operations

Approved by:



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 3	Bond Committee Meeting One – 7 p.m. Board Room
April 10	Bond Committee Meeting Two – 7 p.m. Board Room
April 24	Bond Committee Meeting Three – 7 p.m. Board Room
May 1	Bond Committee Meeting Four – 7 p.m. Board Room
May 8	Bond Committee Meeting Five – 7 p.m. Board Room (If Needed)
May 15	Bond Committee Meeting Six – 7 p.m. Board Room (If Needed)
May 22	Bond Committee Meeting Seven – 7 p.m. Board Room (If Needed)
June 15	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

## **DISCUSSION AND ACTION ON MASTER PLAN PRINCIPLES**

### **IMPACT/RATIONALE**

As part of the planning process for a 2017 Bond Referendum, the Board of Trustees will review the Master Plan Principles.

### **PROGRAM DESCRIPTION**

The Board approved the Lamar CISD Master Plan Principles in May 2003. The principles outline the District's concepts and visions for campuses. Based on projections from the District's demographer—Population and Survey Analysts (PASA)—a Bond Referendum is needed to fund additional schools. In order to effectively plan for a November 2017 Bond Referendum, the Citizens' Bond Advisory Committee must clearly understand the Board's mission and vision for campus concepts, as outlined in the Master Plan Principles. The Master Plan Principles are attached.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Approved by:



Dr. Thomas Randle  
Superintendent

## **Master Plan Principles Adopted by the Board May 15, 2003**

1. To maximize enrollment at all campuses:

- Elementary schools                      750 maximum
- Middle schools (6)                      750 maximum
- Junior high schools (7-8)              1400 maximum
- High schools                              2000 maximum

2. To embrace the neighborhood school concept for all elementary students who reside in Lamar CISD.

3. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

4. To reflect the ethnic balance of the school district in grades 6-12.

5. To locate schools with grades 6-12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

**CONSIDER APPROVAL OF RESOLUTION NOMINATING THE REGION 4  
2017 SUPERINTENDENT OF THE YEAR**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution nominating Dr. Thomas Randle for the Region IV Superintendent of the Year.

**IMPACT/RATIONALE**

Since 1984, the Superintendent of the Year award program has honored outstanding Texas administrators for achievement and excellence in public school administration. Candidates are chosen for their strong leadership skills, dedication to improving the quality of education in their school districts, commitment to public support and involvement in education and ability to build good employee relations among teachers and staff.

The Superintendent of the Year receives a \$5,000 award, which will be presented at the 2017 Texas Association of School Administrators/Texas Association of School Boards (TASA/TASB) Annual Convention in Dallas. The award program is underwritten by Balfour and sponsored by TASB.

The Superintendent of the Year will be selected for exhibiting leadership in his or her school district in the following areas:

- Student Performance
- Administration and School Climate
- School Board-Superintendent Relations
- School Improvement
- Fiscal Management
- Facilities Management
- Instructional Management
- Student Management
- Personnel Management
- School-Community Relations

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Resolution

## Texas Association of School Boards 2017 Superintendent of the Year

The Lamar Consolidated Independent School District Board of Trustees on this date, March 23, 2017, resolved to nominate superintendent of schools, Dr. Thomas Randle, for his exemplary and visionary leadership toward improving student performance in our schools.

\_\_\_\_\_

President

\_\_\_\_\_

Vice-President

\_\_\_\_\_

Secretary

\_\_\_\_\_

Member

\_\_\_\_\_

Member

\_\_\_\_\_

Member

\_\_\_\_\_

Member



A PROUD TRADITION | A BRIGHT FUTURE

**CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING  
FOR LINDSEY ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for additional materials testing for Lindsey Elementary School in the amount of \$2,500 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services were approved by the Board of Trustees at their May 19, 2016 regular meeting in the amount of \$66,000. In order to avoid the potential weather delays in preparing the foundation work, the contractor scheduled concrete pours more frequently and in smaller batches which caused additional testing from Terracon.

The result was that construction remained at or ahead of schedule from the beginning of the project, but additional testing costs were required.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



February 17, 2017

Lamar Consolidated Independent School District  
Attn: Mr. J. Kevin McKeever  
3911 Avenue I  
Rosenberg, Texas 77471

**RE: Supplement to Agreement for Services  
Lindsey Elementary School  
Joan Collier Trace and South Firethorne  
Road Change Order Request No. 1  
Terracon Project No. 92161208**

Dear Mr. McKeever:

Terracon is providing the following budget status update and request for modification of budget for the Lamar Consolidated ISD Lindsey Elementary School project. Terracon’s current budget amount is \$66,000, which has recently been exceeded. Terracon would like to request funds in addition to the original contract amount.

The following items were not factored in to our original budget estimate:

- Additional overtime due to early morning placements.
- Greater than anticipated number of cylinders due small placements.

<b>Original Budget Estimate</b>	<b>\$66,000</b>
<b>Estimated Budget Increase</b>	<b>\$2,500</b>
<b>Final Adjusted Budget</b>	<b>\$68,500</b>

If you have any questions or require additional information, please contact us at your convenience.

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



Mark D. Wells, P.E., PMP  
Senior Project Materials Engineer  
Construction Services



Alfonso Hernandez, P.E.  
Construction Services Manager

Attachment: (1) Supplement To Agreement For Services

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P [713] 690 8989 F [713] 690 8787 terracon.com

## SUPPLEMENT TO AGREEMENT FOR SERVICES

### CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 05/19/2016, Agreement reference number P92161208) is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See Attached Supplement to Agreement for Services

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

\$2,500

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **2/17/2017**  
Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **James Steenbergen / Board President**  
Address: **3911 Avenue I Rosenberg, TX 77471**  
Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
Email: **mckeever@lcsid.org**

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES  
FOR THE SUPPORT SERVICES FACILITY**

**RECOMMENDATION:**

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the existing Support Services Facility in the total amount of \$1,550 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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. These funds were allocated within the 2014 Bond Budget.

**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.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

March 3, 2017

Sent via email: [dustin.fredrickson@vanir-ricegardner.com](mailto:dustin.fredrickson@vanir-ricegardner.com)

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

**Re: Proposal for Asbestos Survey  
Maintenance and Operations, and Distribution and Food Services  
4901 and 4904 Avenue I, Rosenberg, Texas  
ESI Proposal No. 17030323 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 renovation project at the Maintenance and Operations, and Distribution and Food Services located at 4901 and 4904 Avenue I in Rosenberg, Texas. We understand these buildings encompasses approximately 20,000 square feet and 17,000 square feet respectively, and are 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 **\$1,035 to \$1,550**. 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 **\$1,035 to \$1,550**. The following is an estimate of costs associated with this project.

**Asbestos Survey, Maintenance and Operations**

**Labor**

Manager of Environmental Services, 2-3 hours @ \$90/hr .....	\$ 180	to \$ 270
Project Manager, 4-5 hours @ \$80/hr .....	240	to 400
Licensed Asbestos Inspector, 4-6 hours @ \$60/hr .....	240	to 360

**Other Direct Cost**

Asbestos, (PLM) Bulk Samples, 18-25 samples @ \$20/sample .....	\$ 360	to \$ 500
Miscellaneous expenses .....	15	to 20

**Total Estimated Cost .....** **\$ 1,035** **to** **\$ 1,550**

**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 proR)

**A C C E P T E D:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSIDER APPROVAL OF CSP #08-2017VRG  
FOR THE BAND HALL ADDITIONS AT  
LAMAR CONSOLIDATED HIGH SCHOOL AND TERRY HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve IKLO Construction for the construction of the band hall additions at Lamar Consolidated High School and Terry High School in the amount of \$1,070,000 and authorize the Board President to sign the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #08-2017VRG were solicited for the construction of the band hall additions at Lamar Consolidated High School and Terry High School. Three (3) proposals were received on February 27, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and VLK Architects recommend the contract for construction be awarded to the highest ranked firm, IKLO Construction. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

The band additions at Lamar Consolidated High School and Terry High School were bid as a combined project but will be separated with individual contracts and payment applications based on the final schedule of values. The amount of the recommended proposal is under the established construction budget.

Base Bid	\$1,050,000	
Alternate #1	<u>\$ 20,000</u>	Terry HS Loading Drive & Sidewalk
Total	\$1,070,000	

Upon approval, contracts will be prepared for execution and IKLO Construction will begin construction of the band hall additions at Lamar Consolidated High School and Terry High 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

## Lamar Consolidated Independent School District

### Lamar CHS- Terry HS Band Hall Additions (CSP# 08-2017VRG)

Contractor	Bid Price	Bid Price 20 Points Max	Contractor's reputation with the District, government or collegiate entities 15 Points Max	Quality of Contractor services 10 Points Max	Extent to which Contractor meets the districts needs 15 Points Max	Contractor's past relationship with the District or School Districts 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability toprovide service to the District with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
IKLO Construction	\$1,070,000	20.00	15.00	10.00	15.00	2.00	15.00	10.00	10.00	97.00	1
Bass Construction	\$1,305,000	16.40	15.00	10.00	15.00	5.00	15.00	10.00	10.00	96.40	2
Portfolio Builders	\$1,130,600	18.93	9.00	10.00	5.00	1.00	11.00	7.00	10.00	71.93	3



**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE  
BAND HALL ADDITION AT LAMAR CONSOLIDATED HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the band hall addition at Lamar Consolidated High School in the amount of \$27,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the band hall addition at Lamar Consolidated High 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



March 6, 2017

Lamar Consolidated ISD  
Attn: Kevin McKeever  
3911 Avenue I  
Rosenberg, TX 77471

Phone: 713.858.8433  
Email: rod.sias@vanir-ricewardner.com

Subject: Proposal for Construction Materials Testing Services  
Lamar Consolidated HS- Band Hall Addition  
4606 Mustang Ave., Rosenberg, TX 77471  
Terracon Proposal P92171116

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

#### **A) PROJECT INFORMATION**

The site is located at 4606 Mustang Avenue, Texas. The project involves the construction of an addition for the Band Hall. The building foundation will consist of drilled underreamed pier supported slab. The slabs at grade will be supported on 60 inches of select fill. The superstructure will consist of a one-story Band Hall addition with masonry wall and steel roof framing. Terracon is aware the project also involves the installation of roof drains, inlet and new parking lot paving.

If blended or mixed soils are intended for use to construct the pad and slab areas, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing with a pulver-mixer at the site. If these soils are not mixed thoroughly to break down the clay clods and blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the slab performance. If blended soils are used, we recommend that additional samples of the blended soils, as well as the clay clods, be obtained prior to and during earthwork operations to evaluate

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P [713] 690 8989 F [713] 690 8787 terracon.com

Environmental

Facilities

Geotechnical

Materials

if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

Terracon was provided with the following construction documents for preparation of this proposal:

- Geotechnical Report dated July 28, 2016 prepared by Terracon Consultants, Inc.
- Architectural Plans dated January 30, 2017 prepared by VLK Architects, Inc.
- Civil Plans dated January 30, 2017 prepared by Kelly R. Kaluza & Associates, Inc.
- Structural Plans dated January 30, 2017 prepared by Matrix Structural Engineers, Inc.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

## **B) SCOPE OF SERVICES**

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

### **Earthwork:**

1. Sample building pad subgrade, building pad select fill, cement stabilized sand, treated pavement subgrade and base. Prepare and test the samples for Atterberg Limits (ASTM D4318, TEX104-E, TEX106-E), moisture-density relationship (ASTM D698, ASTM D558), gradation (TEX-110-E), and wet ball mill value (TEX-116-E).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).

4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building pad subgrade, building pad select fill, cement stabilized sand, treated pavement subgrade and base using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Foundations:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained bellying tool diameter will be documented. The chained bellying tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

**Cast-in-Place Concrete:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 75 cubic yards. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.

**Proposal for Construction Materials Testing Services**

Lamar Consolidated High School- Band Hall Addition

4606 Mustang Avenue, Rosenberg, TX 77471

March 03, 2017 ■ Terracon Proposal No. P92171116



3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Four 6" x 12" concrete cylinders per set will be prepared for strength test, one for 7-day, two for 28-days and one in reserve.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

**Masonry:**

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.
5. Observe fabrication of CMU prisms, transport CMU prisms to our laboratory after initial curing, and test for compressive strength.

**Structural Steel Welded and Bolted Connections:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.

**Asphalt Pavement:**

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. Unless specified otherwise, one sample will be obtained for every 250 tons of asphalt placed each day.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Obtain cores from the pavements and perform thickness measurements and bulk density.

**Project Management/ Administration:**

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

**Special Inspections Letter:**

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. A copy of our test reports will be available with the special inspection letter if requested.

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**Mechanically Stabilized Earth (MSE) Walls:**

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

**C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

## PROJECT STAFFING AND ADMINISTRATION

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

### D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$27,000. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor’s schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an “as requested” basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon’s total invoice fee is due within thirty days following final receipt of invoice.

### E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client’s contractors, subcontractors, or other parties present at the site.



**Proposal for Construction Materials Testing Services**  
Lamar Consolidated High School- Band Hall Addition  
4606 Mustang Avenue, Rosenberg, TX 77471  
March 03, 2017 ■ Terracon Proposal No. P92171116



**F) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**G) AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. Terracon cannot begin field and laboratory services without a signed Agreement for Services.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

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

Alex P. Brown, E.I.  
Project Manager  
Materials Services

Mark D Wells, P.E.  
Senior Engineer

**Attachments:**

- (1) Cost Estimate
- (2) Agreement For Services



**COST ESTIMATE**

Lamar Consolidated High School Band Hall Addition  
 4606 Mustang Ave, Rosenberg, TX 77471  
 Terracon Proposal P92171116

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
<b>EARTHWORK</b>				
Estimate 1 trip at 8 hours each to test compaction of backfill for on-site utilites				
Estimate 2 trips at 4 hours to obtain select fill, subgrade, lime treated subgrade and base samples				
Estimate 1 trip at 10 hours each to check treatment depth, gradation and compaction of treated paving subgrade				
Estimate 4 day at 10 hours each to test compaction of subgrade and select fill placement				
Field Representative, Regular Hours	56	hours	\$ 46.00	\$ 2,576.00
Field Representative, Over Time Hours	10	hours	\$ 69.00	\$ 690.00
Nuclear Density Gauge	6	trip	\$ 60.00	\$ 360.00
Lime Determination	1	each	\$ 300.00	\$ 300.00
Moisture Density Relationship (ASTM D698)	4	each	\$ 165.00	\$ 660.00
Atterberg Limits (ASTM D4318 and TEX104-E, TEX106-E)	4	each	\$ 65.00	\$ 260.00
Soil Verification Atterberg Limits	9	each	\$ 65.00	\$ 585.00
Gradation (TEX-110-E, Type A Grade 1-2)	1	each	\$ 60.00	\$ 60.00
Wet Ball Mill Value (TEX-116-E)	1	each	\$ 250.00	\$ 250.00
Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	8	trip	\$ 60.00	\$ 480.00
<b>Subtotal, Earthwork</b>				<b>\$ 6,461.00</b>
<b>FOUNDATIONS</b>				
Estimate 2 trips at 9 hours each to observe drilled underreamed piers reinforcing steel and test concrete				
Estimate 1 trip at 9 hours to observe reinforcing steel and test concrete for grade beams				
Senior Field Representative, Regular Hours	16	hours	\$ 46.00	\$ 736.00
Senior Field Representative, Over Time Hours	4	hours	\$ 69.00	\$ 276.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	12	each	\$ 16.00	\$ 192.00
Vehicle Charge	3	each	\$ 60.00	\$ 180.00
Sample Pickup (inclusive of labor and vehicle charge)	3	each	\$ 150.00	\$ 450.00
<b>Subtotal, Foundations</b>				<b>\$ 1,834.00</b>
<b>CAST-IN-PLACE CONCRETE</b>				
Estimate 1 trips at 10 hours each to observe reinforcing steel and test concrete for slabs-on-grade				
Estimate 1 trip at 4 hours each to pick up sample and return to laboratory				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Field Representative, Over Time Hours	2	hours	\$ 69.00	\$ 138.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	8	each	\$ 16.00	\$ 128.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$ 150.00	\$ 150.00
<b>Subtotal, Cast-in-Place Concrete</b>				<b>\$ 844.00</b>
<b>STRUCTURAL STEEL</b>				
Estimate 3 trips at 4 hours each to observe steel framing and connections in the field				
Estimate 1 trips at 4 hours each to test non-shrink grout				
Certified Welding Inspector, Regular Hours	12	hours	\$ 90.00	\$ 1,080.00
Field Representative, Regular Hours	4	hours	\$ 46.00	\$ 184.00
Grout Compressive Strength (sets of 6)	6	each	\$ 35.00	\$ 210.00
Vehicle Charge	4	each	\$ 60.00	\$ 240.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$ 150.00	\$ 150.00
<b>Subtotal, Structural Steel</b>				<b>\$ 1,864.00</b>



**COST ESTIMATE**

Lamar Consolidated High School Band Hall Addition  
 4606 Mustang Ave, Rosenberg, TX 77471  
 Terracon Proposal P92171116

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
<b>MASONRY</b>				
<b>Estimate 24 trips at 5 hours each to observe masonry and test grout</b>				
Field Representative, Regular Hours	120	hours	\$ 46.00	\$ 5,520.00
Grout Compressive Strength (sets of 6)	24	each	\$ 35.00	\$ 840.00
Vehicle Charge	24	each	\$ 60.00	\$ 1,440.00
Sample Pickup (inclusive of labor and vehicle charge)	24	each	\$ 150.00	\$ 3,600.00
<b>Subtotal, Masonry</b>				<b>\$ 11,400.00</b>
<b>ASPHALT</b>				
<b>Estimate 1 trips at 10 hours each to observe and test relative density of asphalt</b>				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Field Representative, Over Time Hours	2	hours	\$ 69.00	\$ 138.00
Asphalt Lab Series	1	each	\$ 550.00	\$ 550.00
Asphalt Cores (minimum 3)	1	each	\$ 300.00	\$ 300.00
Asphalt Bulk Density	1	each	\$ 35.00	\$ 35.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
<b>Subtotal, Asphalt</b>				<b>\$ 1,451.00</b>
<b>PROJECT MANAGEMENT</b>				
Project Manager & Administration	24	hours	\$ 125.00	\$ 3,000.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
<b>Subtotal, Project Management &amp; Administration</b>				<b>\$ 3,060.00</b>
<b>ESTIMATED COST</b>				<b>\$ 26,914.00</b>

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar Consolidated HS- Band Hall Addition project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/06/2017 ("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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** 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: **3/6/2017**  
Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
Address: **11555 Clay Rd Ste 100  
Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **James Steenberg/ Board President**  
Address: **3911 Avenue I  
Rosenberg, TX 77471**  
Phone: **(832)223-0000** Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE  
BAND HALL ADDITION AT TERRY HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the band hall addition at Terry High School in the amount of \$21,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the band hall addition at Terry High 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

March 6, 2017

Lamar Consolidated ISD  
Attn: Mr. Kevin McKeever  
3911 Avenue I  
Rosenberg, TX 77471

Phone: 832-223-0000  
Email: rod.sias@vanir-ricegardner.com

Subject: Proposal for Construction Materials Testing Services  
Terry High School- Band Hall Addition  
5500 Avenue N, Rosenberg, TX 77471  
Terracon Proposal P92171120

Dear Mr. McKeever

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

## A) PROJECT INFORMATION

The site is located at 5500 Avenue N, Rosenberg, Texas. The project involves the construction of a new addition for the Terry High School Band Hall addition. The building foundation will consist of drilled-underreamed piers supporting grade beams and slab. The slabs at grade will be supported on 36 inches of select fill. The superstructure will consist of a one story building with masonry wall and structural steel framing roof. Terracon is also aware the project consists of site utilities and concrete paving.

If blended or mixed soils are intended for use to construct the pad and slab areas, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing with a pulver-mixer at the site. If these soils are not mixed thoroughly to break down the clay clods and blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the slab performance. If blended soils are used, we recommend that additional samples of the blended soils, as well as the clay clods, be obtained prior to and during earthwork operations to evaluate

## Proposal for Construction Materials Testing Services

Terry High School Band Hall Addition

5500 Avenue N Rosenberg, TX 77471

March 06, 2017 ■ Terracon Proposal No. P92171120



if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

Terracon was provided with the following construction documents for preparation of this proposal:

- Geotechnical Report Number 92165322 dated July 27, 2016 prepared by Terracon Consultants, Inc.
- Architectural Plans dated January 30, 2017 prepared by VLK Architects, Inc.
- Structural Plans dated January 30, 2017 prepared by Matrix Structural Engineers, Inc.
- Civil Plans dated January 30, 2017 prepared by Kelly R. Kaluza & Associates, Inc.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

### B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

#### Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, treated pavement subgrade and cement stabilized sand. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).



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4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building pad subgrade, building pad select fill, trench backfill, treated pavement subgrade and cement stabilized sand using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Foundations:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

**Cast-in-Place Concrete:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 75 cubic yards. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.

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3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Four 6" x 12" concrete cylinders per set will be prepared for strength test, one for 7-day, two for 28-days and one in reserve.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

**Masonry:**

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

**Structural Steel Welded and Bolted Connections:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.

**Project Management/ Administration:**

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A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

**Special Inspections Letter:**

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. A copy of our test reports will be available with the special inspection letter if requested.

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**Mechanically Stabilized Earth (MSE) Walls:**

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

**C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

**PROJECT STAFFING AND ADMINISTRATION**

Terracon's approach to providing materials engineering services is to assign qualified field representatives, directed by Professional Engineers licensed in the State of Texas, to perform the required tests for your project. Many of our field representatives are certified by the National Institute for Certification in Engineering Technologies (NICET) and are involved in continuing training through on-the-job experience and formal instructions. Terracon is accredited by The American Association for Laboratory Accreditation (A2LA) and Texas Department of Transportation (TxDOT) to perform the field and laboratory tests listed in this cost estimate. Terracon will assign a professional engineer to manage this project. The Project Manager's responsibilities will include:

- Attend monthly progress meetings,
- Coordinate field and laboratory testing,
- Verify quality control testing is in accordance with the project documents,

**Proposal for Construction Materials Testing Services**

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- Communicating with our field representative, contractor, and Client's site representative,
- Review laboratory and field test reports and concrete mixes,
- Inform the Client's representative and the contractor of failing results,
- Review the testing budget, and prepare invoices.

**Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.**

**Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

**D) COMPENSATION**

Based on the project information available for our review, we propose an estimate cost of **\$21,000**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

**E) SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own

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employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**F) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**Proposal for Construction Materials Testing Services**  
Terry High School Band Hall Addition  
5500 Avenue N Rosenberg, TX 77471  
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**G) AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. Terracon cannot begin field and laboratory services without a signed Agreement for Services.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

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

A handwritten signature in black ink, appearing to read "Alex P. Brown".

Alex P. Brown, E.I.  
Project Manager  
Materials Services

A handwritten signature in black ink, appearing to read "Mark D. Wells".

Mark D. Wells, P.E.  
Senior Engineer

**Attachments:**

- (1) Cost Estimate
- (2) Agreement For Services



**COST ESTIMATE**

Terry High School- Band Hall Addition  
 5500 Avenue N  
 Terracon Proposal P92171120

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
<b>EARTHWORK</b>				
Estimate 2 trips at 8 hours each to test compaction of backfill for on-site utilites				
Estimate 2 trips at 4 hours to obtain select fill and subgrade samples				
Estimate 1 trips at 4 hours each to observe application of subgrade treatment				
Estimate 1 trip at 8 hours each to check treatment depth and gradation				
Estimate 4 day at 10 hours each to test compaction of subgrade and select fill placement				
Field Representative, Regular Hours	68	hours	\$ 46.00	\$ 3,128.00
Field Representative, Over Time Hours	8	hours	\$ 69.00	\$ 552.00
Nuclear Density Gauge	7	trip	\$ 60.00	\$ 420.00
Lime Determination	1	each	\$ 300.00	\$ 300.00
Moisture Density Relationship	4	each	\$ 165.00	\$ 660.00
Atterberg Limits	4	each	\$ 65.00	\$ 260.00
Soil Verification Atterberg Limits	5	each	\$ 65.00	\$ 325.00
Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	10	trip	\$ 60.00	\$ 600.00
<b>Subtotal, Earthwork</b>				<b>\$ 6,485.00</b>
<b>FOUNDATIONS</b>				
Estimate 1 tripsat 6 hours each to observe and test concrete for grade beams				
Estimate 1 trips at 10 hours each to observe piers and test concrete				
Senior Field Representative, Regular Hours	14	hours	\$ 46.00	\$ 644.00
Senior Field Representative, Over Time Hours	2	hours	\$ 69.00	\$ 138.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	8	each	\$ 16.00	\$ 128.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Sample Pickup (inclusive of labor and vehicle charge)	2	each	\$ 150.00	\$ 300.00
<b>Subtotal, Foundations</b>				<b>\$ 1,330.00</b>
<b>CAST-IN-PLACE CONCRETE</b>				
Estimate 2 trips at 4 hours each to observe reinforcing steel for slabs-on-grade and pavements				
Estimate 1 trip at 8 hours each to test concrete for slabs-on-grade				
Estimate 1 trip at 8 hours each to test concrete for pavements				
Field Representative, Regular Hours	32	hours	\$ 46.00	\$ 1,472.00
Field Representative, Over Time Hours	4	hours	\$ 69.00	\$ 276.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	8	each	\$ 16.00	\$ 128.00
Vehicle Charge	4	each	\$ 60.00	\$ 240.00
Sample Pickup (inclusive of labor and vehicle charge)	2	each	\$ 150.00	\$ 300.00
<b>Subtotal, Cast-in-Place Concrete</b>				<b>\$ 2,416.00</b>





**COST ESTIMATE**

Terry High School- Band Hall Addition

5500 Avenue N

Terracon Proposal P92171120

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
<b>STRUCTURAL STEEL</b>				
Estimate 1 trip at 4 hours each to observe steel framing and connections in the field				
Estimate 1 trip at 4 hours each to test non-shrink grout				
Certified Welding Inspector, Regular Hours	4	hours	\$ 90.00	\$ 360.00
Field Representative, Regular Hours	4	hours	\$ 46.00	\$ 184.00
Grout Compressive Strength (sets of 6)	6	each	\$ 35.00	\$ 210.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$ 150.00	\$ 150.00
<b>Subtotal, Structural Steel</b>				<b>\$ 1,024.00</b>
<b>MASONRY</b>				
Estimate 12 trips at 5 hours each to observe masonry and test grout				
Field Representative, Regular Hours	60	hours	\$ 46.00	\$ 2,760.00
Grout Compressive Strength (sets of 4)	48	each	\$ 35.00	\$ 1,680.00
Vehicle Charge	12	each	\$ 60.00	\$ 720.00
Sample Pickup (inclusive of labor and vehicle charge)	12	each	\$ 150.00	\$ 1,800.00
<b>Subtotal, Masonry</b>				<b>\$ 6,960.00</b>
<b>PROJECT MANAGEMENT</b>				
Project Manager & Administration	19	hours	\$ 125.00	\$ 2,375.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
<b>Subtotal, Project Management &amp; Administration</b>				<b>\$ 2,495.00</b>
<b>ESTIMATED COST</b>				<b>\$ 20,710.00</b>

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Terry High School- Band Hall Additions project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/06/2017 ("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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** 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: **3/6/2017**  
Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **James Steenbergen / Board President**  
Address: **3911 Avenue I Rosenberg, TX 77471**  
Phone: **(832) 223-0000** Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF CHANGE ORDER #1  
FOR THE REPLACEMENT CHILLERS**

**RECOMMENDATION:**

That the Board of Trustees approve change order #1 to American Mechanical Services, LLC for revision to the scheduled completion for the replacement chillers and authorize the Board President to execute the attached change order document.

**IMPACT/RATIONALE:**

Changes to contract time must be adjusted by a change order and approved by the Board of Trustees. There is no change to the cost of this contract.

**PROGRAM DESCRIPTION:**

The project schedule had planned for the chillers at six schools to be replaced by the end of Spring Break and that substantial completion would be required by March 31, 2017.

American Mechanical Services had promptly ordered the chiller equipment but the delivery from the manufacturer will be after Spring Break. The revised time schedule is required to minimize potential disruptions of the cooling system while school is in session.

Upon approval, the contract with American Mechanical Services, LLC will be amended for the replacement chillers.

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**<sup>®</sup>

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Chiller Replacements - Various Projects	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> March 23, 2017	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> American Mechanical Services LLC. 13627 Stafford Road Stafford, TX 77477	<b>ARCHITECT'S PROJECT NUMBER:</b> 1-001-0719-002 <b>CONTRACT DATE:</b> November 17, 2016 <b>CONTRACT FOR:</b> General Construction	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

This is a no cost Change Order for a change in Contract Time due to delay in equipment delivery. Alternative Learning Center July 10, 2017 Frost Elementary School July 10, 2017 Huggins Elementary School July 10, 2017 Seguin Early Childhood Center July 10, 2017 Travis Elementary School July 10, 2017 Wessendorff Middle School July 10, 2017

The original Contract Sum was	\$	970,800.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	970,800.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0
The new Contract Sum including this Change Order will be	\$	970,800.00

The Contract Time will be increased by One Hundred and One Days (101) days.  
The date of Substantial Completion as of the date of this Change Order therefore is July 10, 2017

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

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

Estes, McClure and Associates, Inc.

American Mechanical Services, LLC.

Lamar Consolidated Independent School District

**ARCHITECT** *(Firm name)*

**CONTRACTOR** *(Firm name)*

**OWNER** *(Firm name)*

3608 West Way  
Tyler, TX 75703

13627 Stafford Road  
Stafford, TX 77477

3911 Avenue I  
Rosenberg, TX 77471

**ADDRESS**

**ADDRESS**

**ADDRESS**

**BY** *(Signature)*

**BY** *(Signature)*

**BY** *(Signature)*

Gary Bristow, PE

John Rangel, Construction Project  
Manager

James Steenberg, Board President

*(Typed name)*

*(Typed name)*

*(Typed name)*

**DATE**

**DATE**

**DATE**

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**User Notes:**

(3B9ADA13)

**CONSIDER APPROVAL OF AMENDMENT #3 TO THE INTERLOCAL  
COOPERATION CONTRACT WITH THE TEXAS GENERAL LAND OFFICE**

**RECOMMENDATION:**

That the Board of Trustees approve amendment #3 to the interlocal cooperation contract with The Texas General Land Office for the purchase of natural gas and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Lamar CISD currently has 19 natural gas meters located on secondary campuses that qualify for this program. Amendment #3 will add two more meters located at Fulshear High and Leaman Junior High into this contract. This program will allow the District to purchase natural gas on a greater volume and at a lower cost. 100% of the funds earned by the Texas General Land Office will be committed to the State's Permanent School Fund supporting public schools.

**PROGRAM DESCRIPTION:**

Upon approval of amendment #3 the Texas General Land Office include the natural gas meters at the Fulshear High and Leaman Junior High campuses into this contract.

Submitted by: Kevin McKeever, Administrator for Operations  
Aaron Morgan, Region 4  
Paul Gutowsky, Energy Coordinator

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**INTERLOCAL COOPERATION CONTRACT  
GLO CONTRACT NO. 14-262-000-8398  
AMENDMENT NO. 3**

STATE OF TEXAS  
COUNTY OF TRAVIS

The **Texas General Land Office** (GLO) and **Lamar CISD, Vendor ID #74-6002016** (Receiving Agency), are parties to that certain Interlocal Cooperation Contract No. 14-262-000-8398, entered into effective April 1, 2014 collectively referred to here as Contract.

Now therefore, the parties agree to amend the Contract effective April 1, 2017 as follows:

1. Exhibit B-2 is being added to the original contract.
2. Exhibit A, Point of Delivery, Meter Numbers is being deleted in its entirety and replaced with the attached Exhibit A, Meter Numbers. The parties agree that service to the Points of Delivery identified as Nos. 1-19 on Exhibit A will begin as of April 1, 2017, and that service to the Points of Delivery identified as Nos. 20 and 21 will begin as of May 1, 2017. Service to all Points of Delivery identified on Exhibit A will continue through the term of this Contract.
3. Section 4.02, (ii) is being deleted in its entirety and replaced with the following language, “the product of the month’s Index Gas Volume(s) times the Index Gas Price, plus”
4. Section 4.02, (iii) is being deleted in its entirety.

Except as amended and modified herein, the terms and conditions of the Contract remain in full force and effect.

**TEXAS GENERAL LAND OFFICE**

**LAMAR CISD**

\_\_\_\_\_  
Anne L. Idsal  
Chief Clerk/Deputy Land Commissioner

\_\_\_\_\_  
James Steenberg  
Board President

Date of execution:\_\_\_\_\_

Date of execution:\_\_\_\_\_

SA \_\_\_\_\_ Deputy \_\_\_\_\_

\_\_\_\_\_ DIV \_\_\_\_\_ GC \_\_\_\_\_



**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

Fulshear HS Locations

**SHIPPER INFORMATION**

<b>Name of Shipper:</b>	Texas General Land Office
<b>Shipper's Dunn's Number:</b>	930137091
<b>Shipper's Physical Business Address:</b> 1700 North Congress, Rm 840 Austin, Texas 78701	<b>Shipper's Email Billing Address:</b> SEMP_Accounts_Payable@glo.texas.gov
<b>Shipper's Business Email Address:</b> jennie.weidler@glo.texas.gov	<small>Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.</small>

**GENERAL INFORMATION**

<b>Term of Service</b>	
<b>Begin Date:</b>	5/1/2017
<b>End Date:</b>	3/31/2019
<b>Evergreen: Yes or No</b>	Yes
<b>Period of Evergreen: 1 Year, 2 Years, etc.</b>	1 Year
<b>Rate Schedule:</b>	T-76
<b>Telemetry Option (1, 2, 3 or 4)</b>	3

**End-User Facility Information**

<b>End-User Business Name:</b>	Lamar CISD
<b>End-User Dunn's Number:</b>	08-356-9764
<b>End-User Physical Service (Business) Address:</b>	9302 Bois D Arc Ln Fulshear, TX 77441 (and contiguous meters)

**End-User Facility Contact for Operating Information and Emergency Notices**

<b>Name:</b>	Paul Gutowsky
<b>Office Telephone:</b>	832-223-0255
<b>Office Fax:</b>	832-223-0261
<b>E-Mail Address:</b>	PGutowsky@lcisd.org

**Delivery Information**

<b>Number of Meters Receiving Transportation Service:</b>	2
<b>Delivery Point(s):</b> See Attached Meter Listing	<b>Receipt Point(s):</b> HPL 98-2000
<b>Quantities:</b> MDQ (in MMBtu/day)	80

**Upstream Pipeline Contact for Confirmations**

<b>Name:</b>	Chris Riegler
<b>Office Telephone:</b>	832-668-1065
<b>Office Fax:</b>	832-668-1114
<b>E-Mail Address:</b>	chris.riegler@energytransfer.com

**EXHIBIT A  
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

Fulshear HS Locations

**NOTICES TO SHIPPER**

Operational Notices

**Supply Coordinator:**

Peggy Cooley

**Office Fax:**

512-475-1404

**Office Telephone:**

512-463-3266

**Business E-Mail Address:**

peggy.cooley@glo.texas.gov

All Other Notices

**Marketing Representative:**

Jennie Weidler

**Office Fax:**

512-475-1404

**Office Telephone:**

512-475-1462

**Business E-Mail Address:**

jennie.weidler@glo.texas.gov

**Business Mailing Address:**

1700 North Congress, Room 840

Austin, TX 78701

**NOTICES TO END-USER**

Operational Notices

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

All Other Notices

**Employee Name:**

Paul Gutowsky

**Office Fax:**

832-223-0261

**Office Telephone:**

832-223-0255

**Business E-Mail Address:**

PGutowsky@lcisd.org

**Business Mailing Address:**

3911 Avenue I

Rosenberg, TX 77471

**INDEX FOR SHIPPER CASH-OUT CALCULATIONS**

**Applicable Monthly Index:**

Houston Ship Channel

**Applicable Index Adder or WACOG:**

\$2.15

**Applicable Daily Index:**

Houston Ship Channel

**ACKNOWLEDGEMENTS**

**Signature of Shipper:**

Anne L. Idsal

**Date of Execution by Shipper:**

**Signature of End-User:**

**Date of Execution by End-User:**

**Lamar CISD  
Exhibit A Meter Numbers  
Fulshear HS Locations**

<b>No.</b>	<b>Location</b>	<b>Address</b>	<b>Meter No.</b>
1	Fulshear High School	9302 Bois D Arc	6400590612
2	Leaman Junior High	9320 Bois D Arc	6400590565

**EXHIBIT B-2  
MONTHLY GAS CONSUMPTION ELECTION (MGCE)  
CONTRACT #14-262-000-8398**

**AGENCY:** Lamar CISD  
**FACILITY NAME:** See Attached Exhibit A Meter Listing  
**ADDRESS:** See Attached Exhibit A Meter Listing  
**CONTACT NAME:** Paul Gutowsky  
**CONTACT PHONE NUMBER:** 832-223-0255  
**EMAIL ADDRESS:** PGutowsky@lcisd.org

**Gas Consumption Per Month in MMBtu**

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Apr-17	0	1,593	1,593
May-17	0	1,322	1,322
Jun-17	0	723	723
Jul-17	0	543	543
Aug-17	0	792	792
Sep-17	0	1,162	1,162
Oct-17	0	1,579	1,579
Nov-17	0	2,860	2,860
Dec-17	0	3,622	3,622
Jan-18	0	5,457	5,457
Feb-18	0	4,636	4,636
Mar-18	0	3,086	3,086
TOTAL	0	27,375	27,375

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Apr-18	0	1,810	1,810
May-18	0	1,322	1,322
Jun-18	0	723	723
Jul-18	0	543	543
Aug-18	0	792	792
Sep-18	0	1,162	1,162
Oct-18	0	1,579	1,579
Nov-18	0	2,860	2,860
Dec-18	0	3,622	3,622
Jan-19	0	5,457	5,457
Feb-19	0	4,636	4,636
Mar-19	0	3,086	3,086
TOTAL	0	27,592	27,592

Receiving Agency: \_\_\_\_\_

Title: Board President

Effective Date: April 1, 2017

GLO Initials: \_\_\_\_\_

Form: Monthly Gas Consumption  
 Approved by Legal SEMP  
 October 14, 2008

Rec'd by Semp Initial/Date \_\_\_\_\_  
 Updated GMS Initial Date \_\_\_\_\_  
 Routed to Legal Initial/Date \_\_\_\_\_  
 Posted into Docushare Initial/Date \_\_\_\_\_

**Lamar CISD  
Exhibit A Meter Numbers**

<b>No.</b>	<b>Location</b>	<b>Addresss</b>	<b>Account #</b>	<b>Meter #</b>
1	Foster HS	4400 FM 723	4818963	5002807922
2	Foster HS Field House	4400 FM 723	4818973	5002807928
3	Briscoe JH	4300 FM 723	4818954	5002807916
4	Wertheimer MS	4240 FM 723	7593871	5004194711
5	George Ranch HS	8181 FM 762	8406464	5004272780
6	George Ranch HS	8181 FM 762	8406467	5004362172
7	Reading JH	8101 FM 762	8406472	5004272779
8	Ryon MS	7901 FM 762	9782164	5004617947
9	Lamar Consolidated HS	4606 Mustang Ave	4782503	5002772835
10	Lamar Consolidated HS Field	4606 Mustang Ave	4782517	5002772852
11	Lamar JH	4814 Mustang Ave	4782499	5002772831
12	Maintenance	5017 Avenue I	4782481	5002772815
13	Transportation Shop	5017 Avenue I	4782508	5002772839
14	Natatorium	1011 Horace Mann Ave	9711401447986	5007174837
15	Terry HS	5500 Avenue N	4719856	5002717940
16	Natatorium	5021 Airport Ave	4719868	5002717948
17	Navarro MS	4700 Avenue N	4833074	5002687827
18	George JH	4201 Airport Ave	4780341	5002770711
19	George JH Kitchen	4201 Airport Ave	4719879	5002717956
20	Fulshear High School	9302 Bois D Arc Ln	TBD	TBD
21	Leaman Junior High	9320 Bois D Arc Ln	TBD	TBD

**CONSIDER APPROVAL OF AMENDMENT #2 TO RFQUOTE #18-2016LN THE  
HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve amendment #2 to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems in the amount of \$12,936 per year for the addition of Bentley Elementary School 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 Bentley Elementary. This amendment will add this facility to the full coverage maintenance contract for routine maintenance during the warranty period.

**PROGRAM DESCRIPTION:**

Upon approval Texas AirSystems will include Bentley Elementary 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



February 17, 2017

Paul Gutowsky  
Energy Coordinator  
Lamar Consolidated ISD

Reference: Bentley Elementary, first year preventative maintenance.

Paul,

This price and scope of work pertains to adding Bentley Elementary to the HVAC preventative maintenance program. This scope of work will correspond with the RFQuote 18-2016LN.

Scope of work:

- Supply and replace all return air filters 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 as required on all HVAC equipment covered under this agreement.

The cost for these services will be \$ 12,936.00 per year. These services will begin March 1, 2017.

Regards,

*Scott Sory*  
Scott Sory  
Operations Manager  
Texas AirSystems

**Amendment II to RFQuote 18-2016LN**

**HVAC Full Coverage Maintenance & Service Agreement**

**March 23, 2017**

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 Twelve Thousand Nine Hundred Thirty Six Dollars (\$12,936.00) per year for preventive maintenance of the HVAC systems at Bentley Elementary.
- LCISD will pay TAS for the addition, One Thousand Seventy-Eight Dollars (\$1,078.00) per month.
- Performance of Scope of Services will correspond with RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: March 1, 2017 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 FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT  
(MUD) #142 SERVICE AGREEMENT FOR THE AGRICULTURAL FACILITY #2**

**RECOMMENDATION:**

That the Board of Trustees approve Fort Bend County Municipal Utility District (MUD) #142 service agreement for Agricultural Facility #2 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Fort Bend County MUD #142 is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Fort Bend County MUD #142 will begin service.

**PROGRAM DESCRIPTION:**

Upon approval of this agreement Fort Bend County MUD #142 will provide water to the Agriculture Barn #2.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

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

SERVICE AGREEMENT

- I. **PURPOSE.** Fort Bend County MUD #142 is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the FB MUD #142 will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Fort Bend County MUD #142 (the Water System) and Lamar CISD (the Customer).
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
  - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

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

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

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

CUSTOMER'S SIGNATURE: \_\_\_\_\_

SERVICE ADDRESS: 9414 FM 359, Richmond, Texas 77406

DATE: \_\_\_\_\_

**CONSIDER APPROVAL OF 2017-2018 EMPLOYEE REPORT/END DATE TABLE**

**RECOMMENDATION:**

That the Board of Trustees adopt the 2017-2018 Employee Report/End Date Schedule as presented and approve begin and end dates for job titles as indicated on the table.

**IMPACT/RATIONALE:**

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer  
Christine Muzik, Asst. Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2017-2018 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2016-2017 End Date	2017-2018 Report Date	2017-2018 End Date
	Cafeteria Monitor 2 ½ hour Water Safety Instructor	6/1	8/28	6/7
	Bus Driver (4 days in-service TBD) Bus Aide (4 days in-service TBD) Dispatcher-Transp. (4 days in-service TBD) =====	6/1	8/28	6/7
	Culinary Helper (4 days in-service) Food Service Manager (4 days in-service) Culinary Specialist (4 days in-service)	6/1	8/23	6/7
Adaptive PE Teacher Choir Directors-Middle & Jr. High CTE Instructor (no extra days) Coaches (no extra days) <i>Early Childhood Specialist</i> Elem. Social Worker Family Support Specialist GT Facilitator <i>Home Instr. Project LEARN</i> <i>Lead Nurse</i> Orientation & Mobility Specialist <i>Parent Education Specialist</i> Parent Educator-THS Reading Recovery Teacher Leader School Nurse, R.N. Special Ed. Counselor Teacher (no extra days) Testing Coordinator <i>Title I Parent Educator-LHS</i>	Activity Reconciliation Clerk Aide, Special Education Sp. Ed Behavior Specialist Aide Bilingual Assessment Aide Braille & Tactual Material Spec. Aide Cert. Peace Officer-HS,JH&ALC (10 month) Choir Asst./Accompanist Computer Assistance Aide Deaf Interpreter Elementary Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist Aide LVN-Campus LVN/Teacher Aide OT/PT Aide Proj. LEARN Parent Engagement & Lit. Spec. Traffic Control Monitor	6/2	8/17	6/8
Choir Director-High School CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher =====	=====	6/2	8/15	6/8
CTE PLTW Teacher		6/6	8/17	6/12
ARD Specialist / Intervention Specialist Assistive Technology Specialist Educational Diagnostician / LSPP Elementary & Middle Counselor Elementary & Middle Librarian Licensed Speech Pathologist Asst. Licensed Speech Pathologist	SEMS Clerk, Sp. Ed.	6/6	8/15	6/12
7 <sup>th</sup> \ 8 <sup>th</sup> Grade Football Coach Cross Country Coaches =====	=====	6/2	8/10	6/8
Ag. Food & Nat. Res. JH Ag. Teacher CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab (Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist =====	Cert. Occupational Therapist Asst.	6/6	8/14	6/12
Instructional Coord.-Elementary	Registrar Clerk-JDC	6/7	8/15	6/13
Band Director-Middle School		6/2	8/8	6/8

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2017-2018 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2016-2017 End Date	2017-2018 Report Date	2017-2018 End Date
Accelerated Language Prog. Facilitator College Career Facilitator Counselor-Jr. High Instructional Coord. - Campus.- HS & JH Librarian-Jr. High =====		6/7	8/8	6/13
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher Early Childhood Curr & Fam. Eng. Spec Instructional Coach =====	Liaison for At-Risk Attendance Aide Truancy Project Liaison Aide =====	6/9	8/10	6/15
Instructional Facilitator – Sp. Ed. =====		6/9	8/3	6/8
Drill Team/Dance Instructor, Head HS Volleyball Coach Jr. High Asst. Band Director Substance Abuse Specialist		6/2	8/3	6/8
High School Football Coach Jr. High School Band Director ROTC Instructor =====		6/2	8/1	6/8
	Admin. Asst to: Assistant Principal Associate Principal Counselor Attendance Clerk-JH & HS Food Service Coordinator Receptionist - Campus Secretary-ASAP Dev. Center Sp. Ed. Secretary SESS Secretary/Clerk	6/8	8/7	6/14
High School Librarian =====		6/9	8/7	6/15
Varsity Special Teams Coordinator, FB		6/2	7/31	6/8
Athletic Trainer, Assistant Campus Coordinator, Jr. High		6/2	7/28	6/8
Ag. Teacher HS-No Project Supervision Athletic Trainer, Head CTE Career Prep/Practicum (Marketing) Varsity Offensive & Defensive Coord., FB		6/2	7/27	6/8
1621 Counselor ALC Counselor =====		6/12	7/31	6/13
Campus Instructional Tech. Specialist =====	Athletic Office Clerk =====	6/12	8/2	6/15
	Concession Stand Manager	5/31	8/1	5/31
Band Director-High School Asst. =====		6/7	7/27	6/13
	Food Service Acct. Clerk	6/9	7/31	6/15
High School Counselor		6/12	7/31	6/18
Band Director-High School Head =====		6/9	7/27	6/15
	Adm. Asst. to Student Support Svc/At Risk	6/30	8/10	6/29
Asst. Principal-Elem & Middle Lead Speech Pathologist		6/9	7/26	6/15

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2017-2018 Employee Report / End Date Schedule**

**Approved \*\*\*\*\***

<b>Position EXEMPT (Contract)</b>	<b>Position NON-EXEMPT (Hourly)</b>	<b>2016-2017 End Date</b>	<b>2017-2018 Report Date</b>	<b>2017-2018 End Date</b>
Assistant Principal - JH, HS, Spec. Sites Mgr. of Special Projects-Technology SE Voc. Adjustment Coordinator Special Education Compliance Coord. Student Assessment Specialist =====	Admin. Asst.- Dir. of Research Asses. & Acct. SESS Secretary / Clerk SHARS/Medicaid Specialist  =====	6/9	7/24	6/15
	District Translator	6/30	8/7	6/29
High School Registrar		6/22	7/26	6/28
Assistant Director of Transportation Associate Principal-High School Bus Discipline Supervisor Counselor-Pregnant/Homeless Students Director of Federal Programs Early Childhood Principal Instructional Coordinator-Central Office HS Campus Coord./Head FB Coach Instructional Technologist <i>Parent Involvement Facilitator</i> Principals: Elem., Mid., JH & ALC Project LEARN Coordinator =====	HS Certified Peace Officer (11 month)  =====	6/30	7/1 14 Non-Work Days	6/30
Admin. for Truancy/Dropout Prev.	Admin. Asst. to Principals at: Elem., Middle, JH, & ALC Clerk, SESS <i>Project Learn Secretary</i> Registrar Clerk Secy-Appraisal Records SESS Special Sites Secretary Transportation Clerk	6/23	7/24	6/29
Ag. Science – Ag. Barn Manager CTE HS Campus Ag. Production Tchr.		6/30	7/1 8 Non-work Days	6/30
Academic Administrator Administrator for Student Acct. Asst. Athletic Director Asst. Director of Assess. & Compliance Asst. Dir. Employee Svcs. & Risk Mgt. Asst. Director of Finance Asst. Director of Food Service Asst. Director of Special Programs Asst. Dir. of Staffing & Records Mgt. Budget Analyst – State & Federal Prog. Budget & Treasury Officer Chief Human Resources Officer Chief Financial Officer Chief Technology Information Officer Communications Coordinator Coordinator for Student Achievement	Admin Asst. to: Academic Administrator Admin. for Operations Chief Human Resources Officer Chief Financial Officer Chief Technology Information Officer Instructional Coordinator – Central Office Dir. of Advanced Studies Dir. of Athletics Dir. of Career & Technical Ed. Dir. of Fine Arts Dir. of Food Service Dir. of Special Education Dir. of Transportation Exec. Dir. of Community Relations Exec. Dir. of Elem. Ed.	6/30	7/1 4 Non-Work Days	6/30





### **INFORMATION ITEM: CAMPUS CLIMATE SURVEYS**

Lamar CISD believes community engagement is critical to the success of our schools and students. With that in mind, we launched our fourth annual Campus Climate Survey in December, seeking parent, student and campus staff views on the educational climate in each school.

A total of 19,076 people participated in the survey—including 11,045 students, 5,872 parents and 2,159 staff members. This is an increase of 3,312 participants from the previous year.

Overall, the results were positive. For example, 8-of-10 parents and 8-of-10 staff members gave their schools an “A” or “B” for education quality. 7-of-10 students also gave their school an “A” or “B” for education quality.

Designed and administered by independent technology and communications firm K12 *Insight*, the survey focused on the following topics:

- Academic Preparation
- Student Support
- School Leadership
- Parent Engagement
- Safety and Behavior
- School Operations
- School and District Events

The District and campuses will use feedback from this survey to help guide decision-making. Results from this survey will also be used to meet the Texas Education Agency’s HB5 Community Scorecard requirement. You can find the District survey results on our Your Voice page. You can find the campus survey results on each campus page.

Resource Person: Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF FEBRUARY 28, 2017)**

- Exhibit "A" gives the LCISD collections made during the month of February 28, 2017.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through February 28, 2017, LCISD had collected 95.6 % 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  
February 2017**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
16	\$ 16,418,482.18	\$ 165,970.75	\$ 6,330.77	\$ 16,590,783.70	\$ 12,284,480.71	\$ 130,511.89	\$ 4,134,001.47	\$ 41,789.63
15	\$ (7,624.58)	\$ 13,384.98	\$ 13,004.98	\$ 18,765.38	\$ (5,704.82)	\$ 23,019.76	\$ (1,919.76)	\$ 3,370.20
14	\$ 41,187.02	\$ 5,973.37	\$ 3,828.72	\$ 50,989.11	\$ 30,816.55	\$ 8,298.06	\$ 10,370.47	\$ 1,504.03
13	\$ 27,101.29	\$ 3,239.76	\$ 1,319.93	\$ 31,660.98	\$ 20,277.44	\$ 3,743.96	\$ 6,823.85	\$ 815.73
12	\$ 25,690.88	\$ 3,356.07	\$ 1,170.69	\$ 30,217.64	\$ 19,222.19	\$ 3,681.71	\$ 6,468.69	\$ 845.05
11	\$ 13,119.33	\$ 3,465.55	\$ 755.21	\$ 17,340.09	\$ 9,627.26	\$ 3,298.30	\$ 3,492.07	\$ 922.46
10	\$ 7,810.47	\$ 3,340.08	\$ 432.15	\$ 11,582.70	\$ 5,838.61	\$ 2,928.97	\$ 1,971.86	\$ 843.26
09	\$ 5,999.02	\$ 3,550.11	\$ 264.55	\$ 9,813.68	\$ 4,715.68	\$ 3,055.20	\$ 1,283.34	\$ 759.46
08	\$ 1,845.47	\$ 1,662.30	\$ 552.59	\$ 4,060.36	\$ 1,450.67	\$ 1,859.29	\$ 394.80	\$ 355.60
07	\$ 1,711.59	\$ 1,712.62	\$ 546.80	\$ 3,971.01	\$ 1,319.05	\$ 1,866.65	\$ 392.54	\$ 392.77
06	\$ 1,889.97	\$ 2,003.56	\$ 579.14	\$ 4,472.67	\$ 1,624.24	\$ 2,301.00	\$ 265.73	\$ 281.70
05	\$ 1,537.12	\$ 1,660.81	\$ 418.34	\$ 3,616.27	\$ 1,358.19	\$ 1,885.84	\$ 178.93	\$ 193.31
04	\$ 1,421.12	\$ 1,638.03	\$ 381.35	\$ 3,440.50	\$ 1,255.69	\$ 1,828.72	\$ 165.43	\$ 190.66
03	\$ 1,453.29	\$ 1,783.96	\$ 288.47	\$ 3,525.72	\$ 1,309.67	\$ 1,896.12	\$ 143.62	\$ 176.31
02	\$ 1,330.76	\$ 1,733.54	\$ 259.46	\$ 3,323.76	\$ 1,199.25	\$ 1,821.68	\$ 131.51	\$ 171.32
01	\$ 1,456.42	\$ 2,035.97	\$ 295.26	\$ 3,787.65	\$ 1,312.48	\$ 2,130.01	\$ 143.94	\$ 201.22
00	\$ 1,390.49	\$ 2,042.04	\$ 274.81	\$ 3,707.34	\$ 1,237.84	\$ 2,092.67	\$ 152.65	\$ 224.18
99	\$ 1,336.21	\$ 2,061.03	\$ 261.69	\$ 3,658.93	\$ 1,207.41	\$ 2,124.06	\$ 128.80	\$ 198.66
98	\$ 1,328.68	\$ 2,167.22	\$ 261.75	\$ 3,757.65	\$ 1,228.40	\$ 2,265.40	\$ 100.28	\$ 163.57
97	\$ 1,328.68	\$ 2,273.87	\$ 261.91	\$ 3,864.46	\$ 1,228.40	\$ 2,364.17	\$ 100.28	\$ 171.61
96 & prior	\$ 1,496.00	\$ 2,711.32	\$ 275.45	\$ 4,482.77	\$ 1,358.54	\$ 2,737.92	\$ 137.46	\$ 248.85
<b>Totals</b>	<b>\$ 16,551,291.41</b>	<b>\$ 227,766.94</b>	<b>\$ 31,764.02</b>	<b>\$ 16,810,822.37</b>	<b>\$ 12,386,363.45</b>	<b>\$ 205,711.38</b>	<b>\$ 4,164,927.96</b>	<b>\$ 53,819.58</b>

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 2/28/2017
16	\$ 190,749,742.17	\$ 7,286,019.29	\$ 198,035,761.46	\$ 189,226,782.88	\$ 165,970.75	\$ 6,330.77	\$ 189,399,084.40	\$ 8,808,978.58
15	\$ 1,461,782.15	\$ (145,101.17)	\$ 1,316,680.98	\$ 488,315.87	\$ 123,442.28	\$ 141,479.46	\$ 753,237.61	\$ 828,365.11
14	\$ 542,294.32	\$ 55,148.29	\$ 597,442.61	\$ 214,888.63	\$ 34,298.94	\$ 26,141.99	\$ 275,329.56	\$ 382,553.98
13	\$ 376,208.38	\$ 55,107.90	\$ 431,316.28	\$ 149,064.24	\$ 14,994.15	\$ 8,902.48	\$ 172,960.87	\$ 282,252.04
12	\$ 351,985.57	\$ 81,180.90	\$ 433,166.47	\$ 169,549.37	\$ 13,590.39	\$ 7,546.34	\$ 190,686.10	\$ 263,617.10
11	\$ 306,018.43	\$ 68,961.50	\$ 374,979.93	\$ 152,476.04	\$ 10,581.90	\$ 4,821.16	\$ 167,879.10	\$ 222,503.89
10	\$ 239,335.19	\$ 12,979.51	\$ 252,314.70	\$ 62,285.89	\$ 9,062.01	\$ 3,232.86	\$ 74,580.76	\$ 190,028.81
09	\$ 180,590.36	\$ (1,336.69)	\$ 179,253.67	\$ 18,299.85	\$ 14,368.08	\$ 4,714.84	\$ 37,382.77	\$ 160,953.82
08	\$ 166,608.20	\$ (168.43)	\$ 166,439.77	\$ 6,343.81	\$ 5,402.12	\$ 1,656.53	\$ 13,402.46	\$ 160,095.96
07	\$ 184,194.57	\$ (211.77)	\$ 183,982.80	\$ 4,102.55	\$ 4,013.30	\$ 1,351.45	\$ 9,467.30	\$ 179,880.25
06	\$ 100,034.63	\$ (108.95)	\$ 99,925.68	\$ 6,939.64	\$ 7,812.47	\$ 2,582.32	\$ 17,334.43	\$ 92,986.04
05	\$ 136,302.28	\$ (104.07)	\$ 136,198.21	\$ 4,108.38	\$ 4,665.95	\$ 1,424.16	\$ 10,198.49	\$ 132,089.83
04	\$ 59,637.69	\$ (85.22)	\$ 59,552.47	\$ 5,551.73	\$ 7,678.18	\$ 2,351.93	\$ 15,581.84	\$ 54,000.74
03	\$ 45,396.95	\$ (83.05)	\$ 45,313.90	\$ 4,747.50	\$ 6,905.20	\$ 1,498.01	\$ 13,150.71	\$ 40,566.40
02	\$ 30,765.07	\$ (82.55)	\$ 30,682.52	\$ 3,491.10	\$ 5,252.59	\$ 1,001.10	\$ 9,744.79	\$ 27,191.42
01	\$ 28,187.49	\$ (81.90)	\$ 28,105.59	\$ 3,521.45	\$ 5,625.55	\$ 1,083.71	\$ 10,230.71	\$ 24,584.14
00	\$ 24,848.63	\$ (89.16)	\$ 24,759.47	\$ 3,523.59	\$ 6,038.14	\$ 1,119.02	\$ 10,680.75	\$ 21,235.88
99	\$ 25,968.92	\$ (39.44)	\$ 25,929.48	\$ 3,964.47	\$ 7,436.91	\$ 1,404.57	\$ 12,805.95	\$ 21,965.01
98	\$ 17,522.54	\$ (31.33)	\$ 17,491.21	\$ 3,724.65	\$ 7,342.95	\$ 1,340.09	\$ 12,407.69	\$ 13,766.56
97	\$ 15,955.33	\$ (26.56)	\$ 15,928.77	\$ 3,912.44	\$ 8,181.21	\$ 1,478.12	\$ 13,571.77	\$ 12,016.33
96	\$ 8,752.54	\$ (26.22)	\$ 8,726.32	\$ 3,269.78	\$ 6,856.25	\$ 1,080.67	\$ 11,206.70	\$ 5,456.54
95	\$ 4,709.94	\$ (37.62)	\$ 4,672.32	\$ 984.87	\$ 2,570.85	\$ 533.36	\$ 4,089.08	\$ 3,687.45
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ 3,093.60	\$ 8,855.03	\$ 1,792.31	\$ 13,740.94	\$ 15,506.54
<b>Totals</b>	<b>\$195,075,459.49</b>	<b>\$7,411,765.26</b>	<b>\$202,487,224.75</b>	<b>\$190,542,942.33</b>	<b>\$480,945.20</b>	<b>\$224,867.25</b>	<b>\$191,248,754.78</b>	<b>\$11,944,282.42</b>

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

<b>MONTH</b>	<b>2016-2017</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
<b>DEC</b>	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
<b>JAN</b>	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
<b>FEB</b>	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
<b>MAR</b>		96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
<b>APR</b>		97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
<b>MAY</b>		98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
<b>JUNE</b>		98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
<b>JULY</b>		99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
<b>AUG</b>		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 FEBRUARY 28, 2017**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 2/28/2017</b>	<b>% OF BUDGET COLLECTED</b>
2016	2016-2017	\$190,807,570	\$189,226,783	99.17%
2015 & Prior	2015-16 & Prior	\$2,150,000	\$1,316,159	61.22%
<b>TOTAL</b>		<b>\$192,957,570</b>	<b>\$190,542,942</b>	<b>98.75%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF FEBRUARY 28, 2017**

Exhibit E

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 189,226,783
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 7,286,019
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 488,316	
Adj. To Roll	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 165,920	\$ (145,101)	
3 Collections	\$ 286,833	\$ 315,459	\$ 333,212	\$ 214,889		
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (49,699)	\$ 55,148		
4 Collections	\$ 308,264	\$ 252,058	\$ 149,064			
Adj. To Roll	\$ 518,252	\$ (88,980)	\$ 55,108			
5 Collections	\$ 232,737	\$ 169,549				
Adj. To Roll	\$ (92,801)	\$ 81,181				
6 Collections	\$ 152,476					
Adj. To Roll	\$ 68,962					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 138,013,779	\$ 142,037,643	\$ 149,442,364	\$ 161,637,022	\$ 178,516,874	\$ 189,226,783
<b>ADJUSTED TAX ROLL</b>	\$ 138,236,283	\$ 142,301,259	\$ 149,724,616	\$ 162,019,576	\$ 179,345,239	\$ 198,035,761
<b>BALANCE TO BE COLLECTED</b>	\$ 222,503	\$ 263,617	\$ 282,252	\$ 382,554	\$ 828,365	\$ 8,808,979
<b>ADJ. TAXABLE VALUE</b>	\$ 9,944,698,572	\$ 10,237,132,429	\$ 10,771,167,691	\$ 11,655,665,336	\$ 12,902,071,062	\$ 14,246,664,614
<b>TOTAL % COLLECTIONS AS OF FEBRUARY 28, 2017</b>	99.8%	99.8%	99.8%	99.8%	99.5%	95.6%
<b>TAX RATE</b>	1.39005	1.39005	1.39005	1.39005	1.39005	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

Below is a list of invoices that have been approved for payment.

BLS Construction (Ag Barn #2)	Application # 4	\$	<b>219,483.60</b>
Charlie Kalkomey (Carter ES)	Application # 1	\$	<b>8,500.00</b>
Charlie Kalkomey (Support Services)	Application # 1	\$	<b>17,000.00</b>
Drymalla Construction (Lindsey Elementary)	Application # 9	\$	<b>1,815,348.35</b>
EAB (Bentley ES)	Application # 4	\$	<b>16,860.00</b>
EAB (Lindsey ES)	Application # 1	\$	<b>2,410.00</b>
Estes, McClure & Assoc. (District Wide HVAC Controls Replacements)	Application # 2	\$	<b>20,250.00</b>
Fort Bend MUD #142 (Ag Barn #2)	Application # 1	\$	<b>41,138.23</b>
Gilbane (2011 Bond Program)	Application # 58	\$	<b>38,283.00</b>
PBK Architects (Bentley ES)	Application # 13	\$	<b>26,699.61</b>
PBK Architects (Foster HS - Pool)	Application # 6	\$	<b>42,900.00</b>
PBK Architects (Fulshear HS – Pool)	Application # 6	\$	<b>25,025.00</b>
PBK Architects (George Ranch HS – Pool)	Application # 6	\$	<b>25,025.00</b>



PBK Architects (Lindsey ES)	Application # 15	\$	<b>20,620.50</b>
PBK Architects (Support Services)	Application # 4	\$	<b>28,512.00</b>
Terracon (Bentley ES)	Application # 16	\$	<b>55.00</b>
Terracon (Carter ES)	Application # 1	\$	<b>8,500.00</b>
Terracon (Lindsey ES)	Application # 10	\$	<b>319.50</b>
Vanir, Rice & Gardner (2014 Bond Program)	Application # 20	\$	<b>219,018.00</b>

Resource person: Kevin McKeever, Administrator for Operations



**11.A.#4a. – PLANNING  
BOARD REPORT  
MARCH 23, 2017**

**Monthly Report  
2011 Bond Program**



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



**Current 2011 Bond Program Projects:**

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction was approved by the Board at the regular August meeting. Notice to proceed was issued October 5, 2016 (approximately one month later than anticipated).
- ❖ The project is on schedule and is approximately 45% complete.
- ❖ Site utilities have been installed except for the connection to MUD No. 142 which is scheduled for the week of 03/06/17.
- ❖ Erection of metal building is ongoing and is approximately 95% complete.
- ❖ Masonry is ongoing and is approximately 85% complete.
- ❖ Plumbing rough-in is in progress and is 85% complete.
- ❖ Electrical rough-in is in progress and is approximately 75% complete.
- ❖ Site paving work is ongoing and is currently being delayed due to weather.



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.



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.



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.



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.



Traylor Stadium Track & Turf

### ***Traylor Stadium Track & Turf***

The project included the replacement of the turf & subgrade for the competition football field, as well as installation of a new track surface.

### ***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.



**BF Terry High 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 to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.



**Lamar High School**

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



**Bowie Elementary School**

*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.



**Jackson Elementary School**

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

*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.



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.



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.

*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.



Foster High School

*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.

*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.



Lamar High School

*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)

*Lamar Junior High School (Rosenberg, TX):* The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

*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)



Travis Elementary School



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



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.



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*

*Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls*

*Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls*

*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.*



Navarro MS

*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.*

*Williams Elementary School (Richmond, TX) – Upgraded exterior lighting.*

*Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.*



Dickinson Elementary

*Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting.*

*Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler.*



**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.



**Fulshear HS**

*Churchill Fulshear (Jr.) HS, Dean Leaman JHS*, - 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.



**Dean Leaman JHS**



**Field House**

2011 Bond Program Master Schedule



Bond Projects	Project Budget	Phase 1 Funding												Phase 2 Funding																
		2011			2012			2013			2014			2015			2016			2017										
		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
<b>New Elementary Schools</b>																														
Adolphus Elementary	\$ 15,710,070																													
Arredondo Elementary	\$ 18,738,620																													
<b>New Middle/ Jr High Schools</b>																														
Polly Ryon Middle School	\$ 15,455,109																													
Leaman Junior High	\$ 41,386,418																													
<b>New High School</b>																														
Fulshear High School	\$ 82,201,089																													
<b>New Support Facilities</b>																														
Natorium	\$ 13,014,256																													
Satellite Transportation Phase 2	\$ 3,599,370																													
CTE - New Ag Barn	\$ 3,316,295																													
Lamar HS Baseball/Softball	(Funded from 06)																													
<b>Existing Facilities</b>																														
GRHS Shell Build-Out	\$ 2,509,191																													
Traylor Stadium Improvements	\$ 3,033,608																													
Traylor Stadium - Track & Turf	\$ 980,560																													
Austin Elementary	\$ 816,000																													
Dickinson Elementary	\$ 108,000																													
Huggins Elementary	\$ 480,000																													
Pink Elementary	\$ 48,000																													
Seguin ECC	\$ 940,800																													
Williams Elementary	\$ 312,900																													
Bowie Elementary	\$ 366,000																													
Campbell Elementary	\$ 42,000																													
Frost Elementary	\$ 66,000																													
Jackson Elementary	\$ 1,440,000																													
Meyer Elementary	\$ 540,000																													
Travis Elementary	\$ 1,237,200																													
Beasley Elementary	\$ 150,000																													
Taylor Ray Elementary	\$ 402,000																													
Smith Elementary	\$ 18,000																													
Navarro Middle School	\$ 247,200																													
Wessendorff Middle School	\$ 64,800																													
George Junior High School	\$ 2,671,800																													
George Junior High School - CTE	\$ 95,000																													
Lamar Junior High School	\$ 192,000																													
Foster High School - CTE	\$ 255,000																													
Lamar Consolidated High School	\$ 576,000																													
Lamar Consolidated - CTE	\$ 225,000																													
Terry High School	\$ 2,117,040																													
Terry High School - CTE	\$ 1,900,000																													
Alternative Learning Center	\$ 1,124,400																													
ALC - CTE	\$ 275,000																													
Agriculture Barn	\$ 558,256																													
<b>Total Construction</b>	<b>\$ 217,212,982</b>																													
<b>Other Programs</b>																														
Land Purchase	\$ 2,700,000																													
Technology	\$ 21,168,000																													
Transportation	\$ 6,100,779																													
Miscellaneous	\$ 1,977,454																													
<b>Total Bond Program</b>	<b>\$ 249,159,215</b>																													

**LEGEND**

- Funding
- Land Purch.
- Design
- Bid & Award
- Construction
- Close-Out

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## 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

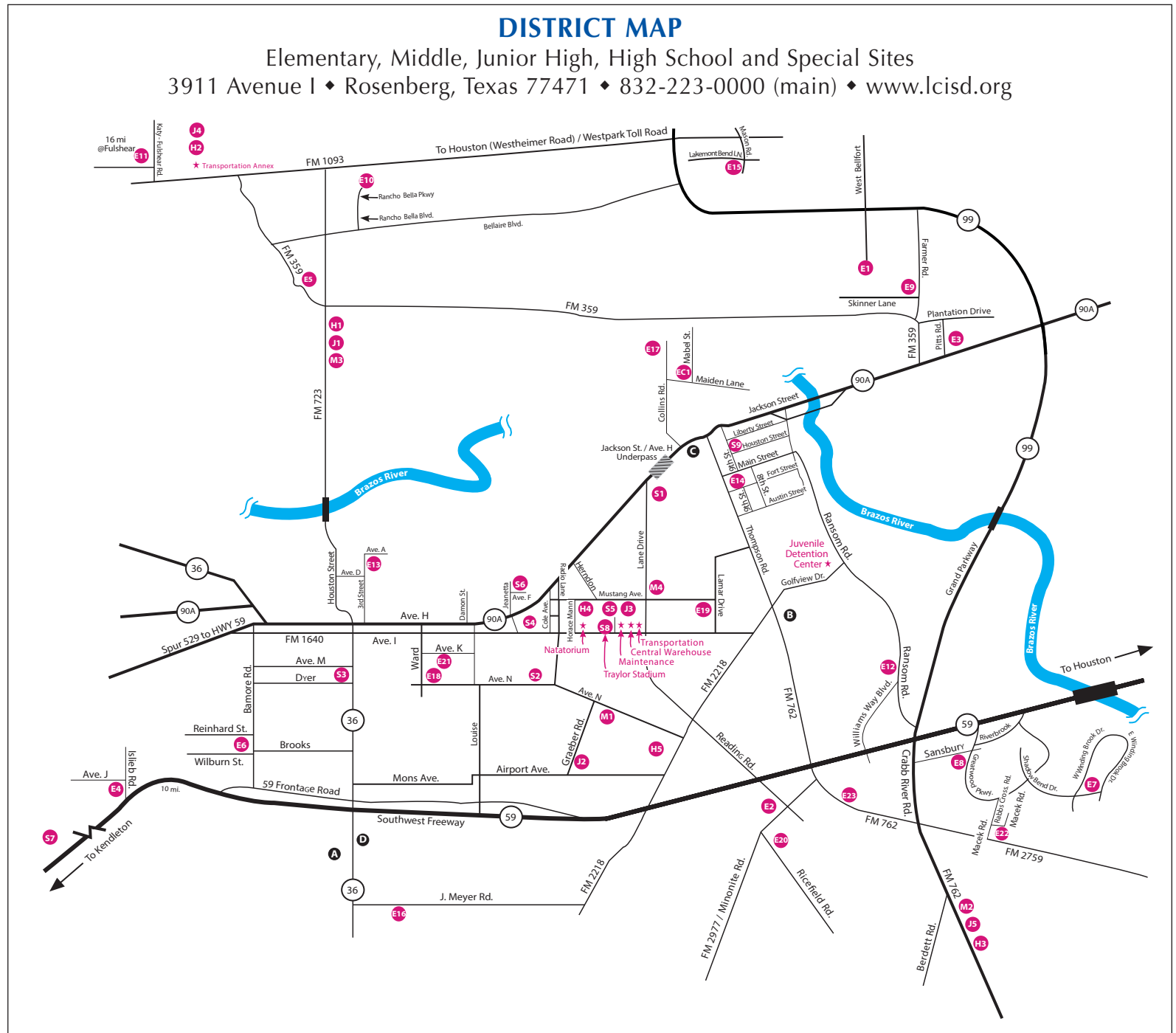
- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES
- E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- 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	21,237,111.66	772,943.34	17,885,419.31	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,174,151.65	3,596,709.35	14,343,536.46	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,287,634.00	22,671,770.00	1,362,347.65	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	137,830.00	852,170.00	51,600.00	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	74,250.00	1,056,000.00
LCCHS Band Hall	700,000.00	81,475.00	618,525.00	55,488.86	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Natorium - Foster High School	8,855,872.00	952,323.00	7,903,549.00	354,829.00	8,855,872.00
Natorium - Fulshear High School	8,855,872.00	766,898.00	8,088,974.00	319,550.00	8,855,872.00
Natorium - George Ranch High School	8,855,872.00	773,473.00	8,082,399.00	315,475.00	8,855,872.00
Support Services Center	12,146,000.00	1,229,478.00	10,916,522.00	639,302.00	12,146,000.00
THS Band Hall	700,000.00	81,830.00	618,170.00	55,348.86	700,000.00
*THS Baseball	2,400,000.00	116,400.00	2,283,600.00	79,285.29	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>48,503,582.31</b>	<b>67,892,353.69</b>	<b>36,028,575.43</b>	<b>116,395,936.00</b>
<b>Bond Sale 2</b>					
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
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>3,266,496.00</b>	<b>77,878,602.00</b>	<b>0.00</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>51,770,078.31</b>	<b>145,770,955.69</b>	<b>36,028,575.43</b>	<b>197,541,034.00</b>

\* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Huggins Elementary School	700,000.00	672,447.00	27,553.00	626,728.53	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	48,000.00	1,200,000.00
Site Lighting	1,600,000.00	0.00	1,600,000.00	0.00	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>1,706,527.00</b>	<b>2,593,473.00</b>	<b>674,728.53</b>	<b>4,300,000.00</b>

**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:**

- Hosted a Contractor Outreach for upcoming bids attracting new contractors to bid on Lamar CISD’s construction projects.
- Received Competitive Sealed Proposals for band hall additions at Lamar Consolidated High School and Terry High School.

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## CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



You are cordially invited to attend  
the dedication ceremony of

**Bentley Elementary**  
9910 FM 359  
Richmond, TX 77406

**Thursday**  
**March 9, 2017**  
**10:00 am**



*A reception and building tour will follow the program.*



### **SCHEDULE MILESTONES**

- Current Phase: Close Out
- Construction Start: October 16, 2015
- Moved In: December 30, 2016
- First Day of School: January 3, 2017

### **OVERVIEW**

- Opened new Bentley Elementary on January 3, 2017.
- Traffic signal equipment is being fabricated – Completion planned in March 2017.
- The punch list is approximately 95% complete.

## KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



### SCHEDULE MILESTONES

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

### OVERVIEW

- Exterior brick is 95% complete.
- Exterior windows are 95% complete.
- Ceiling grid and lighting is installed in many areas.
- Ceramic tile in restrooms is 35% complete.
- Final site grading is underway and hydro mulch has been installed in some areas.
- Permanent power is in place.
- Construction is on-schedule.
- As of 2/28/17, the construction contract is 68% complete.

## DON CARTER ELEMENTARY SCHOOL

PEOPLE SERVICE LEADERSHIP  
**EXTERIOR PERSPECTIVE**  
MAIN ENTRY



**DON CARTER ELEMENTARY SCHOOL** LAHAR CISD  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

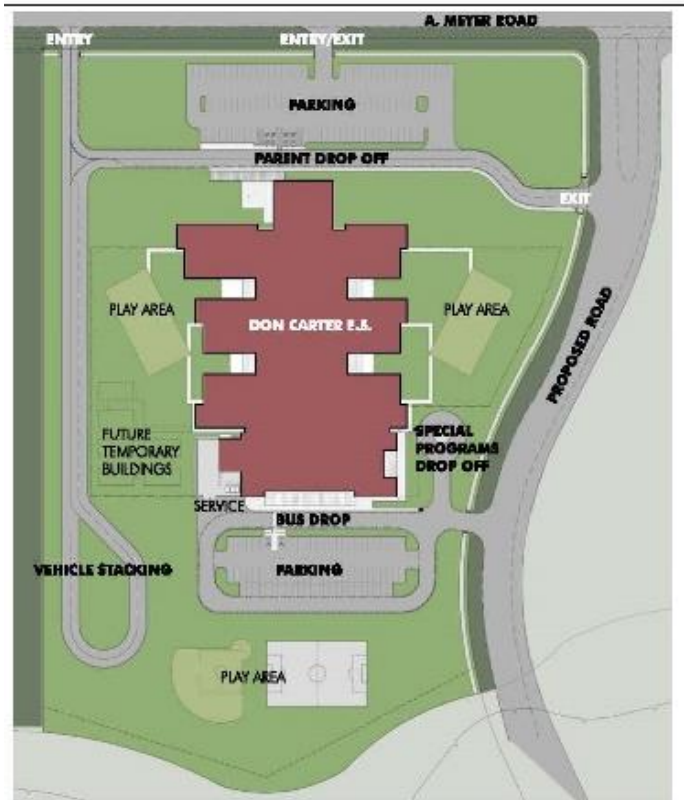
PEOPLE SERVICE LEADERSHIP  
**INTERIOR PERSPECTIVE**  
COLLABORATION SPACE



**DON CARTER ELEMENTARY SCHOOL** LAHAR CISD  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

### SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Project will bid late April 2017
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Construction Completion: Third Quarter 2018



### OVERVIEW

- Construction documents are 95% complete.
- Departmental reviews have been underway to coordinate the final design details.
- Preliminary colors for the building have been presented and reviewed by District staff.
- The site design has been completed following the preliminary design of the new road to be constructed on the west boundary of the school.
- Preparing to finalize the documents for bidding to begin in April.

## 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: Construction Documents
- Construction Start:
  - Phase 1: 2<sup>nd</sup> Quarter 2017
  - Phase 2: 1<sup>st</sup> Quarter 2018

### **OVERVIEW**

- Construction documents are 95% complete.
- Departmental reviews have been underway to coordinate the final design details.
- Construction phasing plan has been developed to move Maintenance and Operations to the new facility and then renovate the existing buildings while keeping Purchasing and Food Service operational.
- Preparing to finalize the documents for bidding to begin in April.

#### **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.

## **NATATORIUMS**

**Foster High School**

**Fulshear High School**

**George Ranch High School**



**Foster Building Exterior**



**Foster Interior**

### **OVERVIEW**

- Departmental reviews have been completed to coordinate the final design details.
- Construction Documents are 100%.
- Pre-advertisement has been issued to contractors in preparation for construction documents to be issued for cost proposals in March.

### **SCHEDULE MILESTONES**

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

## BASEBALL COMPLEX RENOVATIONS

### Terry High School



### **PROJECT SCOPE**

Major elements include:

New bleachers, new dugouts, new ticket, restroom, concessions building, new press boxes, new softball field lighting, new parking and paving.

### **SCHEDULE MILESTONES**

- Current Phase: Final Construction Documents
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Substantial Completion: 4<sup>th</sup> Quarter 2017

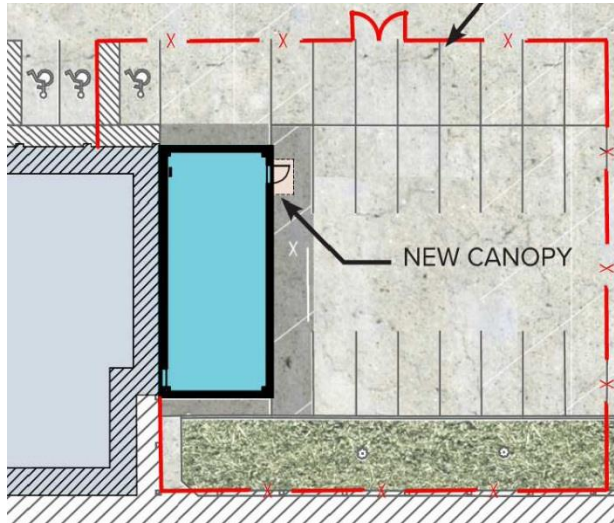
### **OVERVIEW**

- Construction documents are 100% complete.
- Preparing to finalize the documents for bidding to begin.
- The project is scheduled to be advertised for Competitive Sealed Proposals in March 2017.
- Anticipated contract award scheduled for April 2017.
- Construction is planned to be phased to work around the baseball and softball seasons.



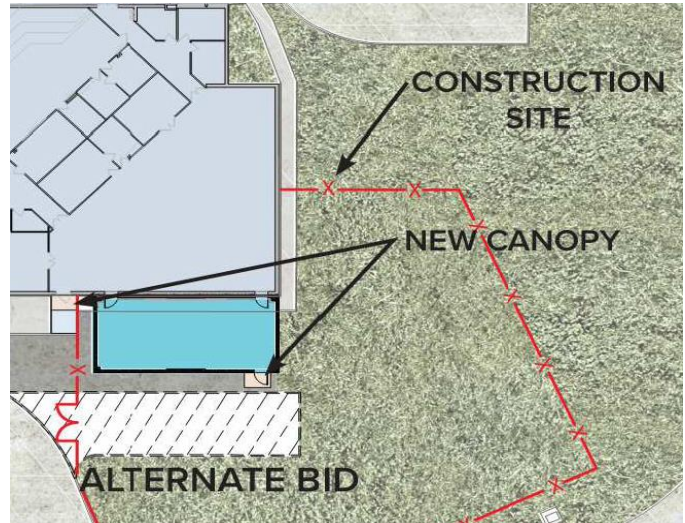
## BAND HALL ADDITION

### Lamar Consolidated High School

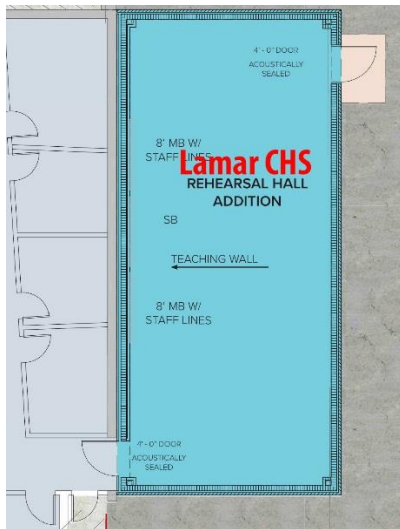


Lamar CHS New Rehearsal Hall

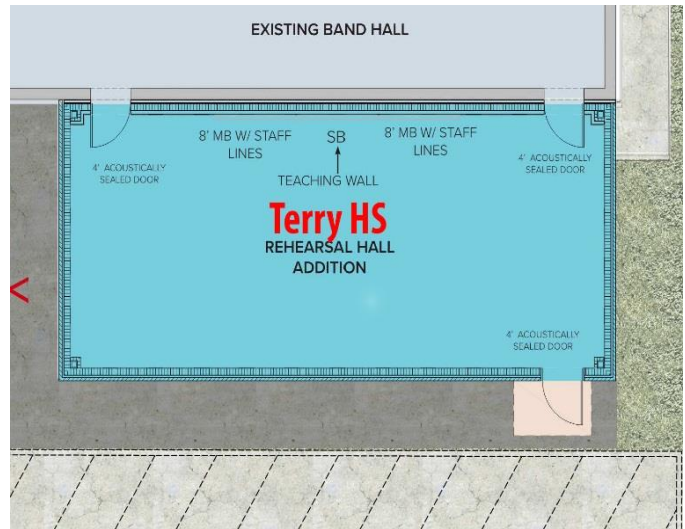
### Terry High School



Terry HS New Rehearsal Hall



Lamar CHS New Rehearsal Hall



Terry HS New Rehearsal Hall

### SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Construction Completion: 4th Quarter 2017

### OVERVIEW

- Competitive Sealed Proposals were received on February 27, 2017.
- Proposals are being evaluated to recommend award in March.

## HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



### SCHEDULE MILESTONES

- Current Phase: Close Out
- Construction Completion: January 2017

### OVERVIEW

- Construction of new faculty parking lot and new parent driveway is complete.
- Close out documents are being finalized in preparation for recommending acceptance and final payment to the contractor.

## PINK ELEMENTARY SCHOOL REPAIRS



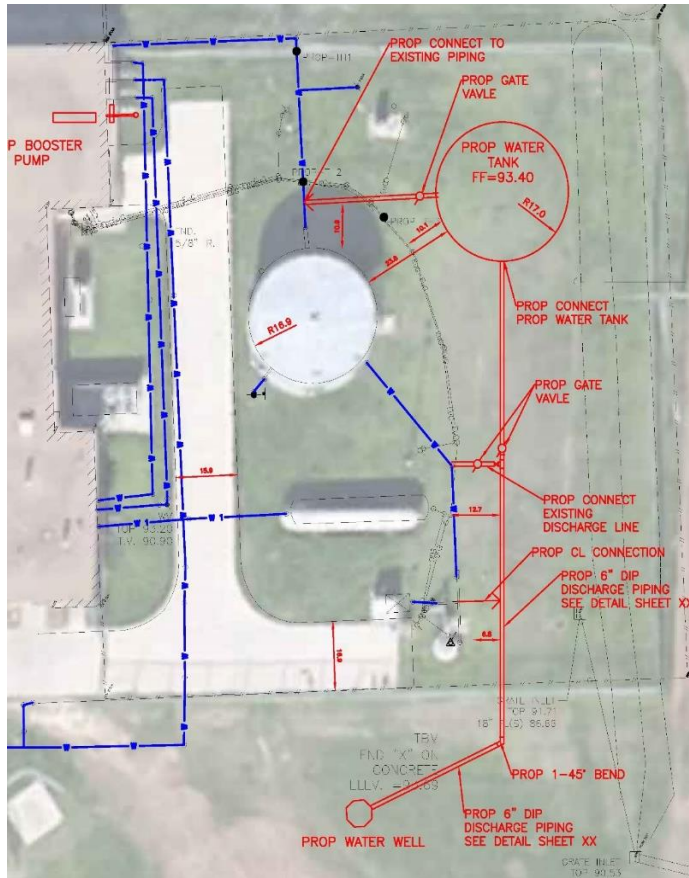
### OVERVIEW

- Construction documents are 100% complete.
- Competitive procurement of the interior repair work through job order contracting (JOC) is underway.
- Construction is planned to begin when school is out for the summer.

### SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: June 2017
- Construction Completion: August 2017

## FOSTER HIGH SCHOOL WATER PLANT UPGRADES



### OVERVIEW

- A new water well, new water storage tank and interconnecting piping and pumps are planned to provide additional water capacity on the 3-school site.
- The Pollution Hazard Survey is continuing as part of the permitting requirements for water wells for drinking water.
- The permitting process for water wells for drinking water is underway. The process is expected to take 2 to 4 months before the procurement phase will begin.

### SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 3<sup>rd</sup> Quarter 2017
- Construction Completion: 1<sup>st</sup> Quarter 2018

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

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## HVAC WEB-BASED CONTROLS



### SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Construction Completion: 3<sup>rd</sup> Quarter 2017

### OVERVIEW

- Construction documents are complete.
- The project is scheduled to be advertised for Competitive Sealed Proposals in April 2017.
- Anticipated contract award scheduled for May 2017.
- The work will include replacing control systems to communicate to the District Maintenance staff over the internet, replacing the dial-up modems currently in use at 8 sites.

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## CHILLER REPLACEMENT



### SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 1<sup>st</sup> Quarter 2017
- Construction Completion: 3<sup>rd</sup> Quarter 2017

### OVERVIEW

- Chiller equipment is being fabricated and preparing to be shipped.
- Some chillers will be installed before school is out for summer, and larger chillers will be installed during the summer.
- Six schools:
  - Alternative Learning Center
  - Frost Elementary School
  - Huggins Elementary School
  - Seguin Early Childhood Center
  - Travis Elementary School
  - Wessendorff Middle School

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## ACCESS CONTROLS



### SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 3<sup>rd</sup> Quarter 2017
- Construction Completion: 4<sup>th</sup> Quarter 2017

### OVERVIEW

- Project is planned to provide a system to allow card access to all schools in the District.
- The type of access door hardware has been selected for the card access system.
- The possible access control software systems are being reviewed and evaluated to determine the best system that will meet the needs of the District.
- Budget is planned for certain doors to be accessible at existing schools:
  - High Schools – 5 Doors
  - Junior High Schools – 5 Doors
  - Middle Schools – 3 Doors
  - Elementary Schools – 3 Doors

## SITE LIGHTING



### OVERVIEW

- Project is planned to replace all exterior pole lights and building wall pack lights on schools and support facilities in the District with new LED fixtures.
- 46 sites are included in this project.
- Engineers are performing site inspections to document the conditions at each location in preparation of bid documents.

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## FUTURE PROJECTS

### OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
  - **Elementary #27**
  - **Elementary #28**
  - **Fulshear 6<sup>th</sup> Grade School**
  - **Fulshear Shell Space Build-Out**

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## COMPLETED PROJECTS

**Foster High School Baseball Scoreboard      Completed March 2016**

**INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS**

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

**DISTRICT FENCE PROJECT:**

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. The Anchor Group has submitted materials specifications which have been approved. Materials have started to arrive and installation has begun at Huggins, Bowie, Pink, Meyer, Beasley, Velasquez, Williams, McNeill, and Campbell.

Project Budget \$450,000

**CHILLER REPLACEMENT PROJECT:**

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Work is scheduled to begin during Spring Break.

Project budget \$1,200,000

**PARKING LOT LIGHTING RETROFIT:**

VANIR Rice & Gardner are managing this project. KCI is currently preparing a set of specifications for the procurement process. They have been visiting every site in the district.

Project Budget \$1,600,000

**HUGGINS PARKING AND PARENT DROPOFF:**

VANIR Rice & Gardner are managing this project. Substantial Completion was January 17<sup>th</sup>.

Project Budget \$700,000

**ACCESS CONTROL PROJECT:**

VANIR Rice & Gardner are managing this project. KCI Technology has started the design process for the access control project. They have started visiting every school to create a set of specifications.

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. The bid process was delayed to solicit more bidders.

Additional Budget of \$1,425,000

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

Resource Person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**PERSONNEL CHANGES:**

During the month of February, the following changes were made:

Trainees hired:	3
Drivers leaving the Dept.	1
Full time drivers hired:	3
Drivers waiting driving test	2
Bus aides hired:	0

Hiring Incentive Paid:	Employee	Referrer
Initial	3	3
Six months	10	1

**ACCIDENTS:**

The department had 3 on the road accidents in February.

Date	Bus #	Location	Act	Preventable	Experience
02/08/2017	317712	Bus hit parked truck while turning in a construction area	Blossom Terrace and Harmony	P	9 years
02/13/2017	417425	Bus failed to yield on right turn	FM2218 at US59	P	13 years
02/21/2017	213	Car backed out of driveway into bus	Ave J at Mulcahy	N	5 years

**FIELD TRIPS:**

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	347	21,679	446	1,592	5,390
Fulshear	176	13,035	0	120	1,987

**VEHICLE MAINTENANCE:**



The Maintenance Department responded to a total of TEN (10) breakdowns where the bus needed attention or replacement on the road.

<b>Fuel Usage</b>	<b>Rosenberg</b>	<b>Fulshear</b>
Diesel	29,572	13,682
Unleaded	5,867	351

**ROUTING AND SCHEDULING:**

We have the following routes in operation

<b>Track</b>	<b>AM / PM Routes</b>	<b>Mid-day Routes</b>
Blue	29	4
Red	45	9
Gold	37	6
Maroon	45	8
Purple	15	4
Special Needs	38	34
Contracted with ALC	10 routes / 18 students	

We are still transporting 222 displaced students.

**TRAINING AND OTHER EVENTS:**

Two members of the district-wide performance review team met with members of the transportation department on February 7, 8, and 9 throughout the day. They toured both facilities, met with many of the key staff in both locations, and observed loading and unloading events at several schools. On February 20, Mike Jones, Randy Boatman, Stephen Sluder, Brenda Bernander, and Matt Drake attended the GCAPT winter conference in League City. On February 18 and 19, several members of the vehicle maintenance staff attended training classes conducted by the Texas Association of School Bus Technicians in League City. Mike Jones attended training on February 23 conducted by the Transportation Security Administration at the Houston Transtar Building in Houston. The presentation was on terrorism and included a security briefing.

**STUDENT DISCIPLINE:**

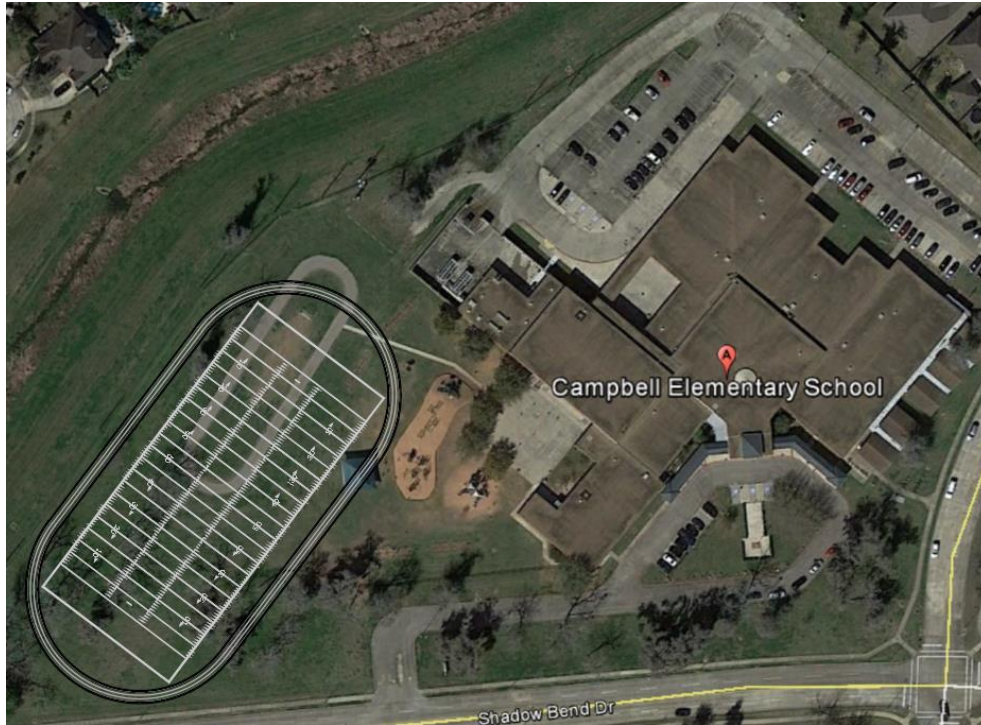
A total of 278 discipline reports were issued in February.

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

**INFORMATION ITEM: POSSIBLE DONATION FROM FORT BEND COUNTY  
MUNICIPAL UTILITY DISTRICTS #106, #108, #109, AND #117**

The Fort Bend County Municipal Utility District's (MUD) that cover the Greatwood community have approached the District with a donation to install an all-weather surface and track at Campbell Elementary and Dickinson Elementary. On December 12, 2017 the Greatwood community will be annexed into the City of Sugar Land. These MUD's will dissolve and they are looking at putting some excess funds back into the community. The image below is a draft of the possible project they are looking at.





The MUD was not interested in lining the field's permanently allowing them to be for several activities. The MUD Attorney has indicated that they would like to move forward with an Interlocal Agreement with Lamar CISD. This could make the Regular Board Meeting in April. This is a large project with a possible budget of \$3,250,000. The District would need to determine a procurement method, hire a licensed engineer to create specifications and drawings, advertise, and award. The MUD would have to release this funding by December 12, 2017.

Resource Person: Kevin McKeever, Administrator for Operations