

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, February 15, 2018

7:00 PM

LAMAR CISD BOARD OF TRUSTEES REGULAR BOARD MEETING

BRAZOS CROSSING ADMINISTRATION BUILDING 3911 AVENUE I, ROSENBERG, TEXAS FEBRUARY 15, 2018

7:00 PM

AGENDA

1. Call to order and establishment of a quorum	
2. Opening of meeting	
3. Student Reports - EOS Update	
4. Recognitions/awards	
5. Introductions	
6. Audience to patrons	
7. Approval of minutes	
A. January 23, 2018 - Regular Board Meeting	6
8. Board members reports	
A. Meetings and events	
9. Superintendent reports	
A. Meetings and events	
B. Information for immediate attention	
10. ACTION ITEMS	
A. Goal: Instructional	
1. Consider approval of out-of-state student trip requests, including, limited to:	but not
a. George Ranch High School Speech and Debate	12
B. Goal: Planning	
1. Consider approval of budget amendment requests	13
2. Consider ratification of Financial and Investment Reports	15
3. Consider approval of resolution regarding closure of schools due inclement weather/ice	to 19
4. Consider approval of Board Policy - Second Reading	21
a. Localized Policy Manual Update 109	
5. Consider adoption of the 2018 -2019 Student/Staff Instructional C	Calendar 22
Consider approval of Attendance Boundary Committee recommendor Carter Elementary School	ndations 24
7. Consider ratification of donations to the district, including, but no to:	t limited
a. Common Threads	25
8. Consider approval of resolutions proclaiming:	

	a. Diagnosticians' Week	26
	b. Texas Public Schools Week	28
9.	Consider approval of CenterPoint Energy blanket easement for the Natatorium at Foster High School	30
10.	Consider approval of CenterPoint Energy terms and conditions for the Natatorium at Fulshear High School	41
11.	Consider approval of CenterPoint Energy terms and conditions for the Natatorium at George Ranch High School	65
12.	Consider approval of CenterPoint Energy gas development fees for the Natatorium at Fulshear High School	89
13.	Consider approval of additional materials testing for Terry High School Baseball Complex	91
14.	Consider approval of moving services for the Support Services Facility	95
15.	Consider approval of final payment for the Districtwide fence improvements	98
16.	Consider approval of traffic study for Williams Elementary School	100
11. INF C	DRMATION ITEMS	
A. Go	oal: Instructional	
1.	Aquaponics Update	103
В. G о	oal: Planning	
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2.	Tax Collection Report	105
3.	Payments for Construction Projects	106
4.	Bond Update	109
5.	Projects funded by 2011 available bond funds	119
6.	Transportation Update	120
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12. CLO	SED SESSION	
55	djournment to closed session pursuant to Texas Government Code Sections 1.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the llowing 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.	124
	a. Approval of personnel recommendations for employment of professional personnel	
	b. Employment of professional personnel (Information)	125
	c. Employee resignations and retirements (Information)	126
2.	Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	

- a. Land
- b. Consider the purchase of a parcel of land consisting of approximately 130 acres, more or less, located near the intersection of FM 2977 and Koeblen Road, Fort Bend County, Texas, to be used for a school campus or other District facilities
- c. Consider the purchase of a parcel of land consisting of approximately 14 acres, more or less, located along Williams Way Lane within the Veranda Development in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities
- d. Consider the purchase of a parcel of land consisting of approximately 14 acres, more or less, located along Jordan Ranch Boulevard within the Jordan Ranch development in Fort Bend County, Texas, to be used for an elementary school campus or other District facilities
- 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 9th day of February 2018 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 23rd day of January 2018, 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
Mandi Bronsell Member
Tyson Harrell Member
Joe Hubenak Member
Melisa Roberts Member

Others Present:

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer

Linda Lane 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 Chief Academic Officer

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.

3. RECOGNITIONS/AWARDS

Mr. Bob Vega from HEB presented Ms. Jill Davis of Common Threads with a community service award of \$5,000.

Dr. Randle recognized the Lamar CISD Board of Trustees as part of the District-wide celebration of School Board Recognition Month in January.

4. INTRODUCTIONS

None

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. DECEMBER 12, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of December 12, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

B. DECEMBER 19, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Bronsell that the Board of Trustees approve the minutes of December 19, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

C. <u>DECEMBER 21, 2017 REGULAR BOARD MEETING</u>

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the minutes of December 21, 2017 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Bronsell reported the Finance Committee met and the auditor went over the audit and the District was given a clean opinion.

Ms. Danziger attended all the musicals and they were all great.

8. SUPERINTENDENT REPORTS

a. <u>Meetings and Events</u>

b. <u>Information for Immediate Attention</u>

The Texas Education Agency has nominated Jackson Elementary as a 2018 National Blue Ribbon School. 26 Texas public schools were nominated for this recognition. Jackson was identified for exemplary progress made towards closing achievement gaps among sub-populations while maintaining high achievement levels among all students. Jackson becomes the fourth LCISD school nominated by TEA.

He also reported the District had a record 15 advancing high school pieces at Rodeo Art. The most any district has had is 13, but the judges indicated they were challenged to pick 15 this year. The District show is Saturday, February 17, 2018.

9. Public Hearing - LCISD Accountability Performance Report for 2016-2017

The hearing was opened at 7:09 p.m. Mr. Brian Moore, Director of Research and Accountability, gave a presentation on the LCISD Accountability Performance Report for 2016-2017. Ms. Roberts asked why a five year graduation statistic is used. Mr. Moore said because they include students if they had to return due to not passing the STAAR test or not receiving all their credits. And this includes night school and summer school. There being no more discussion, the hearing was closed to the public at 7:18 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1; and 10. A-3 – 10. A-11.

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

PLANNING 10. A GOAL:

10. A-1 **Ratification of Quarterly Investment Report**

Ratified the quarterly investment report as submitted for the quarter ending November 30, 2017. (See inserted pages 3-A - 3-F.)

Ratification of Financial and Investment Reports 10. A-3

Ratified the Financial and Investment reports as presented.

10. A-4 Approval of purchase of band and orchestra instruments, equipment, related items and services

Approved all vendors who responded to the proposal for band and orchestra instruments, equipment, related items and services for the District.

10. A-5 Approval of catering and banquet services

Approved all vendors who responded to the proposal for catering and banquet services for the District.

10. A-6 Approval of Board Calendar for 2018

Approved the proposed Board Calendar for 2018.

10. A-7 Approval of resolutions proclaiming:

a. Black History Month

Approved the attached resolution designating February 2018 as "Black History Month" in the Lamar Consolidated Independent School District. (See inserted page 3-G.)

b. Career and Technical Education Month

Approved the attached resolution proclaiming February 2018 as "Career and Technical Education Month" in the Lamar Consolidated Independent School District. (See inserted page 3-H.)

c. School Counselor Week

Approved the attached resolution proclaiming the week of February 5 -9, 2018 as "School Counselor Week" in the Lamar Consolidated Independent School District. (See inserted page 4-A.)

10. A-8 Approval of amendment to the Texas General Land Office agreement for the emergency interruptible load service program

Approved the emergency interruptible load services program agreement with Links EP, LLC., through the Texas General Land Office. (See inserted pages 4-B – 4-M.)

10. A-9 Approval of CenterPoint Energy terms and conditions for Foster High School Natatorium

Approved the CenterPoint Energy terms and conditions package for the installation of overhead and underground electric service at Foster High School Natatorium in the amount of \$30,906 and authorized the Board President to execute agreement documents. (See inserted pages 4-N—4-NN.)

10. A-10 Approval of CenterPoint Energy terms and conditions and facilities extension agreement for Fulshear High School Natatorium

Approved the CenterPoint Energy terms and conditions and facilities extension agreement package for the installation of underground electric service at Fulshear High School Natatorium in the amount of \$19,200 and authorized the Board President to execute agreement documents. (See inserted pages 4-OO—4-BBB.)

10. A-11 Approval of materials testing for Culver Elementary School

Approved Terracon, Inc. for materials testing for Culver Elementary School in the total amount of \$84,890 and authorized the Board President to execute the agreement. (See inserted pages 4-CCC—4-NNN.)

10. A GOAL: PLANNING

10. A-2 Consider approval of the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2016 - 2017 year

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial report for the 2016 – 2017 fiscal year as presented. The motion carried unanimously.

10. A-12 Consider approval of base cost increase for refurbished moving van semitrailers

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the purchase of refurbished moving van trailers in an amount not to exceed \$85,000, along with the approval for budget amendments as necessary.

Ms. Roberts asked for the cost to rent the tractors that would pull these trailers. Mr. Jones said it would typically cost about \$1,000 for each trip. She asked the cost to purchase a tractor. Mr. Jones said the one they purchased last year was \$40,000. Ms. Danziger asked how long do these tractors last. Mr. Jones said we will not wear

them out. We purchase used tractors that are designed to go a million miles. Ms. Roberts asked how we ensure equality between the four schools. Mr. Estrada said there is minimum specifications for each trailer and the campus would design the exterior.

The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL:	PLANNING
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- 11. A-1 Board Policies for First Reading
- <u>11. A-2</u> <u>TASB 2016-2018 Advocacy Agenda</u>
- 11. A-3 Tax Collection Report
- 11. A-4 Payments for Construction Projects
- 11. A-5 Bond Update
- 11. A-6 Projects funded by 2011 available bond funds
- 11. A-7 Transportation Update
- 11. A-8 Proposed Budget Calendar
- 11. A-9 Holdsworth Center Update

An update was given by Mr. Mike Rockwood, Dr. Fredrick Black, Mr. Chris Nilsson, and Dr. Chad Jones.

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. Superintendent's Evaluation and Contract
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 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 8:03 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:43 p.m.

12. A-1(d) Superintendent's Evaluation and Contract

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the proposed addendum to the Superintendent's contract and extend the Superintendent's contract for one additional year.

Ms. Roberts stated to Dr. Randle that he is a staple in the community, and that she appreciated his years of service, but it was her belief that his style of leadership does not align with the strategic plan and that a new set of eyes, ideas, qualifications and experience was needed to lead LCISD. She then apologized to Dr. Randle for how she would vote.

Voting in favor of the motion: Ms. Bronsell, Mr. Hubenak, Ms. Kaminski, Mr. Steenbergen, Ms. Danziger, and Dr. Harrell

Voting in opposition: Ms. Roberts

The motion carried.

FUTURE AGENDA ITEMS

Construction Management

UPCOMING MEETINGS AND EVENTS

None

ADJOURNMENT

The meeting adjourned at 9:44 p.m.

LAMAR CONSOLIDATED INDEPENDENT	SCHOOL DISTRICT
Signed:	
James Steenbergen	- Kay Danziger
President of the Board of Trustees	Secretary of the Board of Trustees

10.A.#1a. – INSTRUCTIONAL BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approves out-of-state travel for George Ranch High School Speech and Debate Team to travel to Lexington, Kentucky on April 27 – May 1, 2018.

IMPACT/RATIONALE:

The George Ranch High School Speech and Debate team requests permission to travel to the University of Kentucky in Lexington, Kentucky, from April 27-May 1, 2018. The approximate cost per individual is \$600. Meals, airfare, hotel, tournament registration, and ground transportation are included in the cost. Total cost of the trip is estimated to be \$6,000. The expenses for the trip will be paid for by fund-raising activities by the student. Five students qualified to participate for this experience. Speech and Debate Coach Erica Baker and Chris Cuellar, Assistant Principal will accompany the students.

PROGRAM DESCRIPTION:

The students will participate in the Speech and Debate tournament on the campus of the University of Kentucky in Lexington, Kentucky. This tournament is one of the most prestigious competitions in the nation. It is known as the Tournament of Champions. Students will gain a great deal of exposure and experience by competing at this level. Various workshops will be held to get the students ready for competition. This level of competition serves as excellent preparation for the National Forensic League National Tournament, which will be held in Fort Lauderdale, Florida, in June.

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

Recommended for approval:

Thomas Randle

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, Director of Budget and Treasury

Recommended for approval:

Thomas Randle

Leaman Junior High is requesting a budget change to pay for bus expenses for band competitions.

199-11	Classroom Instruction	(1,100.00)
199-36	Co-curricular/Extra-curricular Activities	1,100.00

Data Processing is requesting a budget change to pay for hot spots. Per TEA Resource Guide, funds for wireless services should be coded to function 51.

199-53	Data Processing Services	(1,000.00)
199-51	Plant Maintenance & Operations	1,000.00

The Business Office is requesting a budget amendment to increase the budget to compensate hourly, non-exempt employees who worked at the District when the District was closed due to Hurricane Harvey.

199-11	Classroom Instruction	10,395.86
199-13	Curriculum and Instr. Staff Development	3,387.39
199-21	Instructional Leadership	8,832.41
199-23	School Leadership	75,416.10
199-31	Guidance and Counseling	4,957.06
199-32	Social Work Services	596.86
199-33	Health Services	1,548.39
199-34	Student Transportation	45,428.90
199-35	Food Services	38,109.74
199-36	Cocurricular/Extracurricular Activities	2,892.67
199-41	General Administration	29,302.57
199-51	Plant Maintenance & Operations	237,966.54
199-52	Security & Monitoring Services	2,735.40
199-53	Data Processing Services	16,718.43
199-61	Community Services	5,923.36

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 January 2018 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:

Thomas Randle

SCHEDULE OF JANUARY 2018 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 January total \$25,390,474 and are shown below by category:

3-Digit Object	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	16,845,019
614	Employee Benefits	841,392
621	Professional Services	31,351
623	Education Services Center	37,524
624	Contracted Maintenance and Repair Services	257,959
625	Utilities	689,669
626	Rentals and Operating Leases	90,351
629	Miscellaneous Contracted Services	289,770
631	Supplies and Materials for Maintenance and Operations	233,099
632	Textbooks and Other Reading Materials	77,141
633	Testing Materials	2,613
634	Food Service	297,985
639	General Supplies and Materials	357,711
641	Travel and Subsistence Employee and Student	64,612
642	Insurance and Bonding Costs	9,259
643	Election Expense	20,732
649	Miscellaneous Operating Costs/Fees and Dues	33,933
661	Land Purchase and/or Improvements	7
662	Building Purchase, Construction, and/or Improvements	4,946,303
663	Furniture & Equipment - \$5,000 or more per unit cost	241,464
129	Misc. Receivable/Alternative Certification Fees	4,482
131	Inventory Purchases	8,563
217	Operating Transfers, Loans and Reimbursements	45
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	9,490
	Total	25,390,474

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of January 2018. The detailed check information is available upon request.

Submitted by,

Michele Reynolds, Director of Finance Recommended for approval:

Thomas Randle

LAMAR CONSOLIDATED I.S.D. GENERAL FUND YEAR TO DATE CASH RECEIPTS AND EXPENDITURES (BUDGET AND ACTUAL) AS OF JANUARY 31, 2018

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	163,458,768.00	136,488,483.00	(26,970,285.00)	83.5%
5800-STATE PROGRAM REVENUES	99,718,336.00	42,119,411.00	(57,598,925.00)	42.2%
5900-FEDERAL PROGRAM REVENUES	2,925,000.00	882,180.00	(2,042,820.00)	30.2%
TOTAL- REVENUES	266,102,104.00	179,490,074.00	(86,612,030.00)	67.5%
EXPENDITURES				
6100-PAYROLL COSTS	221,526,969.00	90,776,507.00	130,750,462.00	41.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,856,757.00	8,408,380.00	16,448,377.00	33.8%
6300-SUPPLIES AND MATERIALS	13,516,629.00	4,106,431.00	9,410,198.00	30.4%
6400-OTHER OPERATING EXPENDITURES	5,724,174.00	1,234,653.00	4,489,521.00	21.6%
6600-CAPITAL OUTLAY	3,809,919.00	1,413,628.00	2,396,291.00	37.1%
TOTAL-EXPENDITURES	269,434,448.00	105,939,599.00	163,494,849.00	39.3%

	45 01 04	iluary 51, 2010			
ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,544,122.60	0.00	0.00	2,806.60	2,546,929.20
General Account	27,246,928.84	0.00	20,308,231.66	21,546.54	6,960,243.72
Health Insurance Workmen's Comp	981,249.78 330,840.91	1,194,898.33 38,333.33	1,500,000.00 50,000.00	1,210.09 381.65	677,358.20 319,555.89
Property Tax	42,869,324.99	120,189,347.14	0.00	138,158.94	163,196,831.07
Vending Contract Sponsor	481,421.52	0.00	0.00	531.08	481,952.60
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	5,171.73	0.00	0.00	5.72	5,177.45
Capital Projects Series 2005 Student Activity Funds	230,655.04 37,374.55	0.00	0.00 0.00	254.48 41.26	230,909.52 37,415.81
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	211,776.11	0.00	0.00	233.63	212,009.74
Common Threads Donation	53,910.78	0.00	0.00	59.52	53,970.30
Debt Service Series 2008 Debt Service 2012A	4,370.23 10,772.41	0.00	0.00 0.00	4.81 11.93	4,375.04 10,784.34
Debt Service 2012B	7,485.99	0.00	0.00	8.22	7,494.21
Debt Service 2014A	3,504.09	0.00	0.00	3.88	3,507.97
Debt Service 2014B	8,716.60	0.00	0.00	9.64	8,726.24
Debt Service 2013 Debt Service 2013A	4,341.75 77,854.68	0.00	0.00 0.00	4.81 85.86	4,346.56 77,940.54
Debt Service 2015A Debt Service 2015	15,094.62	0.00	0.00	16.65	15,111.27
Capital Projects 2015	156,080.11	0.00	9,422.68	165.40	146,822.83
Debt Service 2016A	6,995.69	0.00	0.00	7.71	7,003.40
Debt Service 2016B	1,840.89	0.00	0.00	2.06	1,842.95
Debt Service 2017 Debt Service 2017 Capitalized Interest	176,044.53 2,026,307.15	0.00 0.00	0.00 0.00	194.20 2,235.33	176,238.73 2,028,542.48
Capital Projects 2017	4,105,873.08	0.00	189,918.60	4,488.19	3,920,442.67
•			,.	,	.,,
Lone Star Investment Pool Government Overnight					
Capital Projects Fund	5,084.10	0.00 0.00	0.00 0.00	5.56 798.43	5,089.66
Workers' Comp Property Tax Fund	729,929.79 32,564.39	0.00	0.00	798.43 35.62	730,728.22 32,600.01
General Fund	2,620,449.32	0.00	0.00	2,866.36	2,623,315.68
Food Service Fund	91,629.52	0.00	0.00	100.23	91,729.75
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	709.45	0.00	0.00	0.78	710.23
Debt Service Series 1990 Debt Service Series 1999	0.04 2.43	0.00 0.00	0.00 0.00	0.00 0.00	0.04 2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	388.91	0.00	0.00	0.43	389.34
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A Capital Projects 2014B	43.41 17.23	0.00 0.00	0.00 0.00	0.05 0.02	43.46 17.25
Capital Projects 2015	2,161,555.68	0.00	0.00	2,364.40	2,163,920.08
Debt Service Series 2015	1,908,774.09	0.00	0.00	2,087.90	1,910,861.99
Capital Projects 2017	9,694,075.61	0.00	0.00	10,603.79	9,704,679.40
MBIA Texas CLASS Fund					
General Account	15,650,400.72	0.00	0.00	20,641.33	15,671,042.05
Capital Project Series 1998	922.47	0.00	0.00	1.24	923.71
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007 Capital Projects Series 2012A	1.00 7,569,981.42	0.00	0.00 0.00	0.00 9,984.05	1.00 7,579,965.47
Debt Service 2015	960,696.35	0.00	0.00	1,267.08	961,963.43
Capital Projects 2017	25,191,897.08	0.00	0.00	28,086.15	25,219,983.23
TEVOTAB					
TEXSTAR Capital Projects Series 2007	752.38	0.00	0.00	0.89	753.27
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	980,718.84	0.00	0.00	1,074.45	981,793.29
Debt Service Series 2012A	40.46	0.00	0.00	0.01	40.47
Debt Service Series 2012B Capital Projects Series 2012A	1.64 12.21	0.00	0.00 0.00	0.00 0.00	1.64 12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	0.74	0.00	0.00	0.00	0.74
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,342,076.93	0.00	0.00	3,661.57	3,345,738.50
Capital Projects 2015 Capital Projects 2017	40,779,422.99 25,134,860.81	0.00 0.00	4,476,624.83 0.00	43,715.12 27,537.66	36,346,513.28 25,162,398.47
Supital Frejosto 2017	20,101,000.01	0.00	0.00	21,001.00	20,102,000.11
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,018,793.66	0.00	0.00	1,161.81	1,019,955.47
Capital Projects Series 2008 Capital Projects Series 2012A	142.69 57.29	0.00 0.00	0.00 0.00	0.16 0.07	142.85 57.36
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,260,902.43	0.00	0.00	2,578.29	2,263,480.72
Debt Service 2015	136,496.98	0.00	0.00	155.66	136,652.64
Capital Projects 2015	15,355,504.69	0.00	0.00	17,511.11	15,373,015.80
Capital Projects 2017	25,193,827.14	0.00	0.00	28,730.54	25,222,557.68
ACCOUNT TYPE			AVG. RATE OF RETURN	CURRENT MONTH EARNINGS	
TEXPOOL ACCOUNT INTEREST			1.30	\$172,468.20	
LONE STAR ACCOUNT INTEREST			1.29	\$18,863.57	
MBIA TEXAS CLASS ACCOUNT INTEREST			1.56	\$59,979.85	
TEXSTAR ACCOUNT INTEREST			1.29	\$75,989.70	
TEXAS TERM/DAILY ACCOUNT INTEREST			1.30	\$50,137.64	
TOTAL CURRENT MONTH EARNINGS					\$377,438.96
EARNINGS 9-01-17 THRU 12-31-17		40			\$968,749.69

TOTAL CURRENT SCHOOL YEAR EARNINGS 18 \$1,346,188.65

CONSIDER APPROVAL OF RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO INCLEMENT WEATHER/ICE

RECOMMENDATION:

That the Board of Trustees approve a resolution regarding the closure of schools from Tuesday, January 16, 2018 through Wednesday, January 17, 2018, authorize the payment of employees, and establish related budgets.

IMPACT/RATIONALE:

In order to cooperate with state and local officials to reduce potential traffic and to keep students, parents, and employees safe from the perils associated with sub-freezing temperatures and rain, such as frozen roadways, the District was closed for two (2) instructional days. The total number of minutes embedded in Lamar CISD's instructional calendar for 2017-18 exceeds the Texas Education Agency's (TEA's) 75,600-minute requirement to meet the regulations. Therefore, students will not be required to make up the time missed during the 2 bad weather days.

The Board of Trustees may find that a public purpose exists to pay employees for the days missed and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, non-exempt employees who were required to report to work on January 16th and/or January 17th will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked in accordance with Board Policy DEA (Local).

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

Recommended for approval:

Thomas Randle

RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO INCLEMENT WEATHER/ICE

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees recognizes that the territory included in the Lamar Consolidated Independent School District was experiencing ongoing sub-freezing temperatures, rain, high winds, iced roadways, and other weather-related conditions; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to reduce potential traffic and to keep students, parents and employees safe from freezing conditions and other dangers, Lamar Consolidated Independent School District was closed for two (2) days from January 16th through January 17th, 2018; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District seek to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District finds that compensating employees for two (2) school days missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District recognizes that some hourly, non-exempt employees worked during the days of closure (potentially including weekends), and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with terms and conditions as may be approved by the Superintendent.

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the administration to compensate employees for two (2) school days when the District was closed, at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the Superintendent, in his discretion and in accordance with terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District when the District was closed due to inclement weather/ice days.

Approved this 15 th day of February 2018	
Ву:	
	James Steenbergen, President
Attest:	
Kay Danziger, Secretary	

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:

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

• Localized Policy Manual Update 109

PROGRAM DESCRIPTION:

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

Recommended for approval:

Thomas Randle

10.B.#5. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER ADOPTION OF 2018-2019 STUDENT/STAFF INSTRUCTIONAL CALENDAR

RECOMMENDATION:

That the Board of Trustees approve the student/staff instructional calendar for 2018-2019, as recommended by the Districtwide Student Improvement Council (DSIC).

IMPACT/RATIONALE:

At a meeting held on November 8, the DSIC—a Districtwide committee of teachers, parents, community members and administrators—reviewed one calendar proposal developed by the administration. The DSIC members were asked to discuss the proposal with their campus staff/communities and to submit any new recommendations. Two additional recommendations were submitted.

The DSIC met on January 24 to discuss the final options before taking an electronic vote. Option 1 was the calendar option selected to bring to the Board for approval with 47 votes. Option 2 received 1 vote. Option 3 received 1 vote.

Option 1 is similar to our current 2017-2018 instructional calendar.

PROGRAM DESCRIPTION:

The calendar presented for adoption is based on the instructional requirements of the District and follows state legislative guidelines. The administration will review before adding six/nine weeks begin and end dates, early release days, grading periods and non-work days.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

LAMARCISD

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3911 Avenue I, Rosenberg, Texas 77471
832.223.0000 • 832.223.0002 (Fax) • www.lcisd.org

INSTRUCTIONAL CALENDAR

- Student and Staff Holiday
- Staff Development and Student Holiday
- Workday/Student Holiday
- (()) Six/Nine Weeks Begins/Ends
- New Teacher Staff Development Day
- O Teacher DMA Day and Student Holiday
- ◆ Bad Weather Make-Up Day (if needed)
- ◆ Workday Make-Up Day (if needed)
- Early Release Day (K-5) 11:30 a.m.
- Early Release Day (6-12) 12:15 p.m.

STUDENT & STAFF HOLIDAYS

- Sept. 3 Labor Day
- Sept. 28 Fort Bend Fair Day
- Nov. 19-23 Thanksgiving Break
- Dec. 24 Jan. 4 Winter Break
 - Jan. 21 MLK Day
 - Mar. 11-15 Spring Break
 - Apr. 22 Easter Break
 - May 27 Memorial Day

STAFF DEVELOPMENT & STUDENT HOLIDAYS

August 13-15 (New Teachers)

August 16-17, 20-23, Jan. 7, Feb. 18, April 19

GRADING PERIODS

() ELEMENTARY (K-5) GRADING PERIODS

First Semester: Instructional Days

1st -

2nd -

Second Semester: Instructional Days

3rd -

4th -

SECONDARY (6-12) GRADING PERIODS

First Semester: Instructional Days

1st -

2nd -

3rd -

Second Semester: Instructional Days

4th -

5th -

6th -

TOTAL INSTRUCTIONAL DAYS - 176

2018-2019

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FEBRUARY

MARCH

APRIL



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) E	23	24	25	26	27	28	29
	30	31					



10.B.#6. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE RECOMMENDATIONS FOR CARTER ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve the 2017-2018 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Carter Elementary and to allow grandfathering of 5th-grade students for the 2018-2019 school year, as presented.

IMPACT/RATIONALE:

The 2017-2018 ABC met on January 8 and 22 to consider administrative recommendations for the attendance boundary lines for Carter Elementary. This campus is in the StoneCreek Estates subdivision. Following discussion, the ABC brought Option A for public input.

A public meeting was held on February 1 at George Ranch High School. Flyers were sent home with all Thomas and Williams students. Parents in the Skyward system also received an email and the District and campus websites included temporary banners highlighting the zoning process. News releases were also sent out to the media during the zoning process.

The ABC listened to the concerns of the community during the public input meeting and decided to meet once more on February 5. The ABC reviewed the feedback from the public before reaching consensus to include the small community of Brazos Lakes—currently in the Velasquez attendance zone—as a part of the recommendation for Board approval. This added 49 students to the Carter projected enrollment for the 2018-2019 school year.

The ABC's recommendation is based on the latest demographic projections, facility capacity, current student enrollment numbers and optimal utilization of existing facilities. The committee also looked closely at both long and short term needs to alleviate overcrowding while minimizing the movement of students from existing zones.

Other points considered:

- To keep neighborhoods and communities together;
- To accommodate growth while minimizing the likelihood that students will be rezoned back to their current school in the future; and
- To provide relief at Williams.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:

Charles Butt Foundation donated \$25,000 to Common Threads.

HEB Grocery donated \$5,000 to Common Threads.

Telecom Pioneers donated \$5,000 to Common Threads.

Recommended for approval:

Thomas Randle

10.B.#8a. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING DIAGNOSTICIANS' WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming March 5 – 9, 2018 as "Texas Educational Diagnosticians' Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Educational Diagnosticians provide the leadership in working with parents, teachers and other professionals to develop a coordinated program for students with special needs.

Lamar CISD will use this week as a time to recognize, honor and thank the Educational Diagnosticians for their dedication and for the quality of their work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Dr. Thomas Randle Superintendent

Thomas Randle

Resolution

WHEREAS, **Diagnosticians' Week** has historically been proclaimed by the Governor of Texas to be recognized the first full week of March throughout Texas; and

WHEREAS, **Diagnosticians** in Texas play an important role in the educational, social and emotional development of our children; and

WHEREAS; **Diagnosticians** use specialized training to identify learning disabilities and recommend appropriate special education intervention for students; and

WHEREAS, **Diagnosticians** are in a unique position to consult with professionals in other fields when speech, physical, medical and emotional problems are indicated;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares March 5 – 9, 2018 as Texas Educational Diagnosticians' Week in the Lamar Consolidated Independent School District and ask our community to recognize the invaluable contributions made by Educational Diagnosticians.

Adopted this 15th day of February 2018.

James Steenbergen, President	Kay Danziger, Secretary

10.B.#8b. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF RESOLUTION PROCLAIMING TEXAS PUBLIC SCHOOLS WEEK

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of February 26 – March 2, 2018 as Texas Public Schools Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Texas has historically been dedicated to a strong public education system. Texas Public Schools Week is a tradition begun by the Masonic Lodges of Texas in 1950 and places special emphasis upon education during this celebration of Texas Public Schools. This week marks more than 160 years of a free public education in Texas.

Lamar CISD will be among the more than 1,000 school districts across the state celebrating Texas Public Schools Week during March 2018. This year's theme—"The Clear Choice for Education"—highlights the opportunities the school children of Texas will have through Texas Public Schools.

In every field—science, engineering, music, technology, etc.—you see the positive effects of Texas Public Schools. Our students, teachers and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

Parents and community members are invited into the classrooms of Lamar CISD to watch learners in action and the educational process at work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:

Thomas Randle

Resolution

WHEREAS, the students of our Texas public schools hold the promise of our future in their capable hands; AND

WHEREAS, the Lamar Consolidated Independent School District provides the tools, framework and solid foundation vital for the future of our children; AND

WHEREAS, the dedicated efforts of parents, educators and community leaders provide the necessary support and strength to our schools, thus providing our children a quality education; AND

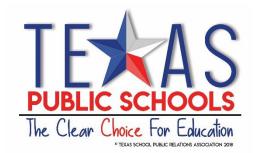
WHEREAS, students attain a higher level of achievement because of the commitment to excellence and focus on continued improvement in our schools; AND

WHEREAS, for more than 50 years, the observance of **Celebrate Texas Public Schools Week** has demonstrated the significant impact of education on our future and our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District encourages all citizens to reaffirm their commitment to public schools during **Celebrate Texas Public Schools Week**, February 26 – March 2, 2018 and urges all citizens to support the theme "The Clear Choice for Education," by taking time to visit our schools to demonstrate to our students the impact public education has had in raising past, present and future generations of Texans.

Adopted this 15th day of February 2018.

James Steenbergen, President	Kay Danziger, Secretary



10.B.#9. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF CENTERPOINT ENERGY BLANKET EASEMENT FOR THE NATATORIUM AT FOSTER HIGH SCHOOL

RECOMMENDATION:

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

IMPACT/RATIONALE:

The blanket easement to CenterPoint Energy is for the overhead and underground service. This blanket easement covers the entire site. There are no costs associated with this blanket easement.

PROGRAM DESCRIPTION:

The terms and conditions for the Natatorium at Foster High School were approved by the Board of Trustees at the January 2018 meeting.

Upon approval, the Board President will sign the documents and CenterPoint Energy will begin installation of the permanent electrical service to the Natatorium at Foster 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

SHORT FORM BLANKET EASEMENT

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

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

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

Reserve "B" in Block 1 of Foster/Briscoe School Subdivision, a subdivision situated in the William Andrews League, Abstract 3, Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 2160A of the Map Records of said county and state, in the Official Public Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the

right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

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

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

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and

maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities

or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take

immediate action to remove and/or relocate said facilities and/or obstructions to a location

outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the

Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to

prepare a new, defined easement described by a sealed survey sketch. Defined

easements shall be unobstructed and may be further described by, but not limited to, the

following descriptions:

1.) A ten (10) foot wide easement (for above and below ground facilities):

2.) A ten (10) foot wide easement together with ten (10) foot aerial easement adjoining both sides of said ten (10) foot wide easement (for above

ground and overhead facilities that are not located adjacent to property lines):

3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead

perimeter facilities);

4.) A fourteen (14) foot wide easement together with an adjoining seven (7)

foot, six (6) inch wide aerial easement (for above ground and overhead

perimeter facilities);

5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for

Grantee's pad-mounted transformer station purposes).

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

new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's

Facilities be relocated, then Grantee agrees to relocate said Facilities provided that

Grantor furnishes a suitable and feasible site or location for such relocation and, provided

that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee

a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

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

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

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

EXECUTED this	_ day of		_, 2018.
Lamar Consolidated Independen	t School Dist	trict	
BY:Signature			
James Steenbergen			
Name typed or printed			
Board President			
Title			
STATE OF TEXAS	}		
COUNTY OF Fort Bend	_}		
BEFORE ME, the undersigned a this day personally appeared	James St	eenbergen - Board Pr	esident ,
known to me to be the person what ()he therein expressed, in the capacity	nose name is executed th	e same for the purpor	egoing instrument and ses and consideration
Given under my hand and seal	of office thi	s day of	, 2018.
		Notary's Signature	
		Name typed or printed	
		Commission Expires	

ATTACHMENT AFFIDAVIT

STATE OF TEXAS }

COUNTY OF FORT BEND }

BEFORE me the undersigned authority on this day personally appeared

James Steenbergen the Board President

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who

being duly sworn, deposes and says that Affiant is the current owner of the tract of land

described in an easement instrument executed by the same on even date herewith, said

tract of land is further described as follows:

Reserve "B" in Block 1 of Foster/Briscoe School Subdivision, a subdivision situated in the William Andrews League, Abstract 3, Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 2160A of the Map Records of said county and state, in the Official Public Records of said County and State.

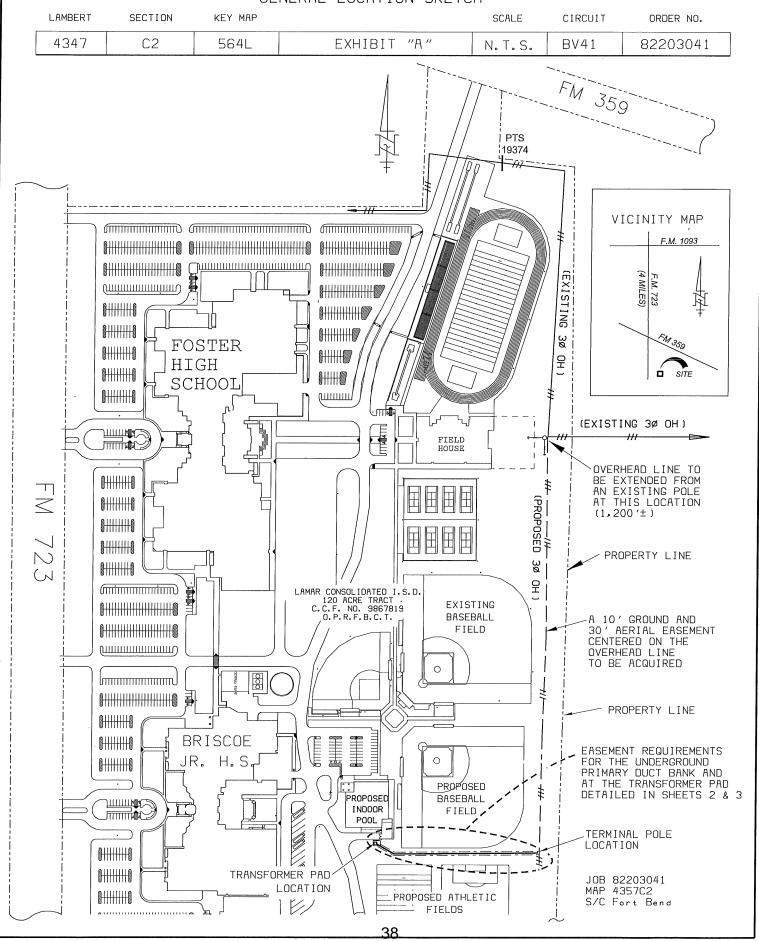
Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might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

EXECUTED this	day of		_, 2018.
Lamar Consolidated Independ	ent School District		
BY:Signature			
Board President			
James Steenbergen Name typed or printed			
SUBSCRIBED and SW	'ORN before me thi	s day of	, 2018.
	No	ntary's Signature	
	Na	me typed or printed	
	Co	mmission Expires	

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



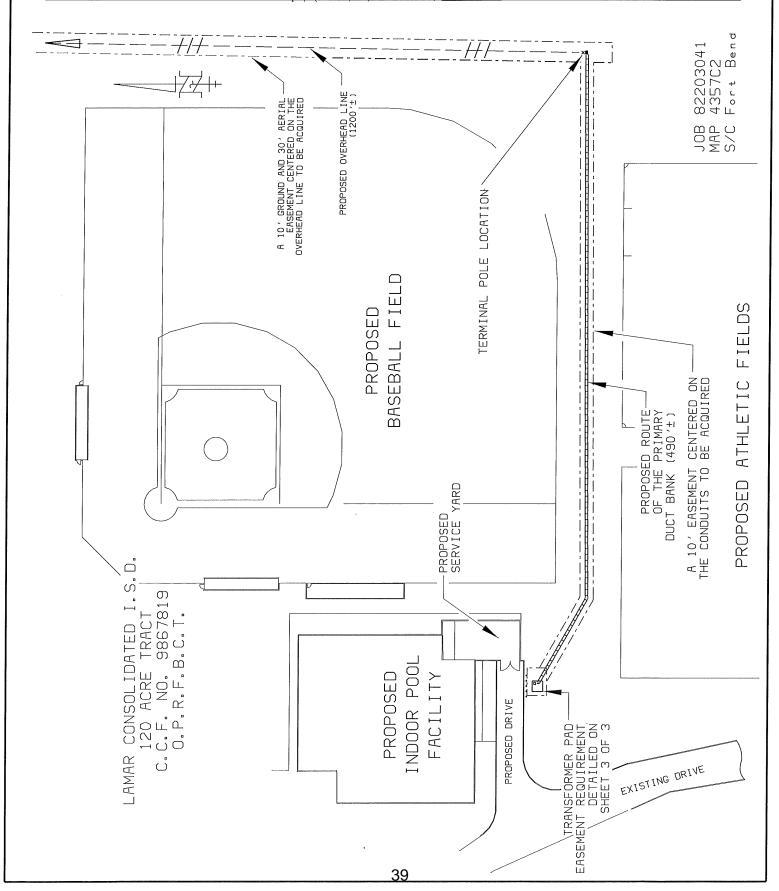
GENERAL LOCATION SKETCH





GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP		SCALE	CIRCUIT	ORDER NO.
4351	C2	564L	EXHIBIT "A"	N.T.S.	BV41	82203041





LAMBERT	SECTION	KEY MAP	THE EUCHTION SKET	SCALE	CIRCUIT	ORDER NO.
4357	C2	564L	EXHIBIT "A"	N.T.S.	BV41	82203041
	LAMAR CONSOLIDATED I.S.D. 120 ACRE TRACT C.C.F. NO. 9867819 0.P.R.F.B.C.T.	A 10' GROUND AND 30' AERIAL FASEMENT CENTERED ON THE OVERHEAD LINE TO BE ACQUIRED		LOCATION	8	JOB 82203041 MAP 4357C2 S/C Fort Bend
	EQUIPMENT YARD		15' X 21' EASEMENT AT THE TRANSFORMER PAD LOCATION TO BE ACQUIRED			
INDOOR POOL FACILITY		PROPOSED 20' WIDE ACCESS DRIVE	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PRIMARY DILL BANK	ENCASED IN CONCRETE)	A 10' EASEMENT CENTERED ON THE DUCTBANK TO BE ACGUIRED FROM TERMINAL POLE TO THE TRANSFORMER PAD

10.B.#10. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF CENTERPOINT ENERGY TERMS AND CONDITIONS FOR THE NATATORIUM AT FULSHEAR HIGH SCHOOL

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of overhead and underground electric service for the Natatorium at Fulshear High School in the amount of \$27,113 and authorize the Board President to execute the agreement documents.

IMPACT/RATIONALE:

The terms and conditions are required to be executed for CenterPoint Energy to provide electric service for the Natatorium at Fulshear High School. CenterPoint documents are separated into Overhead (\$7,913) and Underground (\$19,200) work for a combined total of \$27,113 for the electric service.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for the Natatorium at Fulshear 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

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 1 of 2

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between LAMAR CONSOLIDATED ISD
called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called
"Company" (hereinafter referred to as Agreement) for the construction, extension, installation modification, repair, upgrade, conversion, relocation, de-energization or removal of Company'
Delivery System, including temporary facilities (hereinafter referred to as facilities extension o extension), as described herein.
This Agreement covers the facilities extension to Retail Customer location at 9320 CHARGER WAY PP FULSHEAR, TX 77441
The Company agrees to accept payment of \$7,913.00 Dollars
to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows:
COST ASSOCIATED FOR SECOND POINT OF SERVICE.
 Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

Revision Number: 5th

Effective: 9/1/11

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

CNP 8038

• Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC	Lamar Consolidated ISD
	Retail Customer
By Lungartho	By
BENJAMIN KRESTA	James Steenbergen
(name printed or typed)	(name printed or typed)
Title SERVICE CONSULTANT	Title Board President
Date 01/25/2018	Date
Date	Dutt

CNP 79 (11-2016) Page 1 of 3

CenterPoint. Energy

SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CUSTOMER LAMAR ISD LAMAR CONSOLIDATED ISI	DAY PHONE		
SERVICE ADDRESS	EVENING PHONE		
9320 CHARGER WAY, FULSHEAR, TX 77441 MAILING ADDRESS	PAGER		
	T NOEN		
ELECTRICIAN	CELL PHONE		
Day Out to the second			
Dear Customer, CenterPoint Energy Houston Electric, LLC is grateful to meet with	you on,09-13-2017to discuss the requirements needed		
to provide you electric service.	DATE DATE		
CenterPoint Energy Construction Required? YES NO	To begin the process we request that you provide the following information:		
	Site Plan and Elevation Plan: Hard Copies		
	Site Plan: Electronic Copy with XY Coordinates		
	One Line Diagram		
☐ Clear trees along extension route	Load Analysis		
Easement charges \$	☐ Easements Required-Recorded Warranty Deed Required		
☐ Easement execution	Specifications on Modular Metering Enclosure.		
The following stars much be considered with the start of			
The following steps must be completed prior to meter installation: YES NO			
Installation of meter pole or weather head (as located on si	retch)		
Obtain city or county permit - For contact information, call 7	713-207-2222 or 1-800-332-7143, or visit the website http://		
www.centerpointenergy.com/houston/builders			
Obtain an ESI ID# for your account - Either you the custom 713-207-2222 or 1-800-332-7143	er or your Competitive Retailer can get this number by calling		
Choose a Competitive Retailer - For listing, visit the website	e http://www.powertochoose.org or call 1-866-PWR-4-		
TEX(1-866-797-4839)			
CenterPoint Energy Houston Electric, LLC's target completion date to	provide your construction requirements, per the working sketch,		
s a mutually agreed upon negotiated date by CenterPoint Energy and culate may be affected by weather, availability of construction crews and n	istomer. Please be aware our ability to meet the target completion		
equirements (see above). In addition, as a condition to this service, j	ou agree to comply with all of CenterPoint Energy standards.		
he National Electrical Code, the National Safety Code, all Occupation and all local governing body codes.	onal Safety and (OSHA) requirements, the International Building		
Ve appreciate the opportunity to do business with you and look			
privard to the successful completion of this project. Your signature	YES NO		
elow insures that both parties understand the requirements toward ompletion that will allow you electrical service. Thanks for your	☐ ☐ Will Customer have Back-up Generation?		
ooperation in this matter.	☐ Will Customer have Motor Greater than 250 HP?		
Sincerely,			
Service Consultant APPLICABLE FORMS			
SERVICE CONSULTANT PHONE NUMBER BENJAMIN KRESTA (281) 391-5114	☐ Power Quality		
ADDRESS	☐ Primary Meter		
5431 HIGHWAY BLVD KATY, TX 77494 5-MAIL ADDRESS	☐ Motor Start		
BENJAMIN.KRESTA@CENTERPOINTENERGY.COM	☐ Emergency Generation		
CUSTOMER'S SIGNATURE	☐ Distributed Generation		
	☐ Major UG Checklist		
DATE James Steenbergen - Board President	major oo oneckiist		

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 1 of 2 (6-2012) CNP 8038

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between <u>LAMAR CONSOLIDATED ISD</u>, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at <u>9320 CHARGER</u> WAY PP, FULSHEAR, TX.

The Company agrees to accept payment of __\$19,200.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: <u>Installation of underground facilities</u>, as detailed in the Terms and Conditions, Job #83165723. This agreement includes no cost for the extension, modification or removal of the existing overhead facilities. Please contact the Company's respective Service Center representative for any additional costs that may be associated with this project.

• Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 2 of 2 (6-2012) CNP 8038

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

• Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

LAMAR CONSOLIDATED ISD Retail Customer				
Ву				
Signature				
James Steenbergen				
Name printed or typed				
Title_ Board President				
Date				

TERMS & CONDITIONS UNDERGROUND ELECTRIC SERVICE

FOR

LAMAR CONSOLIDATED ISD FULSHEAR HIGH SCHOOL PRACTICE POOL 9320 CHARGER WAY PP, FULSHEAR, TX

Job #83165723 **REVISION** #1

CenterPoint Energy Major Underground Projects P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE LAMAR CONSOLIDATED ISD DRAWINGS:

Site Plan	Drawing #:	C3.01-A	Received:	July 10, 2017			
Utility Plan	Drawing #:	C3.01-A	Received:	July 10, 2017			
Electrical One-Line	Drawing #:	E5.01	Received:	July 11, 2017			
Load Analysis	Drawing #:	E5.01	Received:	July 11, 2017			
REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:							

Service Standards : May 1, 2016 Emergency Generators : 007-231-82 Ready-Mix Concrete : 007-221-01 Harmonic Distortion : 007-231-83

Reviewed And Agreed To By:

Signature

Board President

Title

Date

James Steenbergen

Print Name

If this Terms & Conditions package is signed by anyone other than an official from **LAMAR CONSOLIDATED ISD**, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

						CenterPoint Energy Houston, Texas			
	1					WRITTEN	LDJ	10/5/2017	
						CHECKED	LAO	10/5/2017	
						APPROVED	LAO	10/5/2017	
1	1/26/2018	OWNER'S NAME AND ADDRESS CORRECTION	LDJ	LAO	M Ao		SHEET 1 OF 14 SHEETS		
NO.	DATE	ITEMS REVISED	BY	СН	APP	PM 4167			

GENERAL

- A. These Terms and Conditions are for a service arrangement for LAMAR CONSOLIDATED ISD. LAMAR CONSOLIDATED ISD and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 500 kVA, 34.5 kV 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Projects (MUG) representative is Latanya Joubert at 713-207-6242 or LaTanya.Joubert@centerpointenergy.com.
 - The CNP Service Area Consultant is Benjamin J Kresta at 281-391-5114.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address 3000A Harrisburg Blvd. Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; "approve the submittals", "approve the submittals as noted" or "not approve the submittals". The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

REVISION NO. | SPECIFICATION NO. | | SHEET 2 OF 14 SHEETS

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is <u>8-750 MCM</u> cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to <u>8-4"</u> secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 4-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is $\underline{34,366}$ amperes symmetrical, with an X/R ratio of $\underline{3.1}$.
- F. The ultimate available short circuit current is <u>34,366</u> amperes symmetrical, with an X/R ratio of <u>3.1</u>.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

REVISION NO. SPECIFICATION NO.	SHEET 4 OF 14 SHEETS
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METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Projects at (713) 207-6229. Job # 83165723 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

REVISION NO. SPECIFICA	rion no.		SHEET 5 OF 14 SHEETS
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DUCTBANK INSTALLATION (continued)

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

REVISION NO.	SPECIFICATION NO.					SHEET 6 OF 14 SHEETS
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ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen (15) feet above mean sea level and eighteen (18) inches above the documented 100 year floodplain. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Projects Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

REVISION NO. | SPECIFICATION NO. | SHEET 7 OF 14 SHEETS

INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (See Governmental Entity Addendum if applicable.)



5

SHEET 9 OF 14 JOB # 83165723

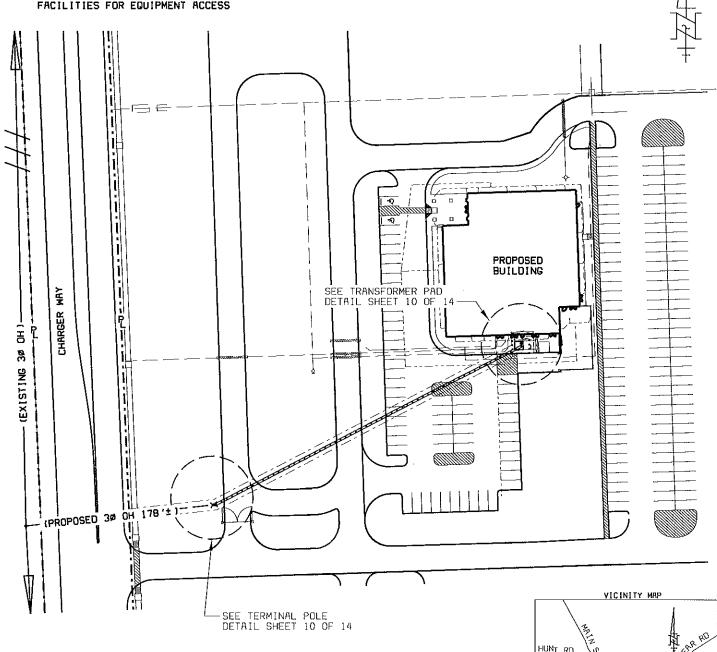
REVISION #1

GENERAL LOCATION SKETCH

LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO.

4154 B3 523E N.T.S. FL42 ______

LAMAR CONSOLIDATED ISD (CUSTOMER)
AND/OR ITS CONTRACTOR IS TO
REQUEST A PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION BY
CALLING (713) 207-6229
CENTERPOINT ENERGY (CNP) TO UTILIZE
THE CUSTOMER'S PARKING AND DRIVEWAY
FACILITIES FOR EQUIPMENT ACCESS





SHEET 10 OF 14 JOB # 83165723 REVISION #1

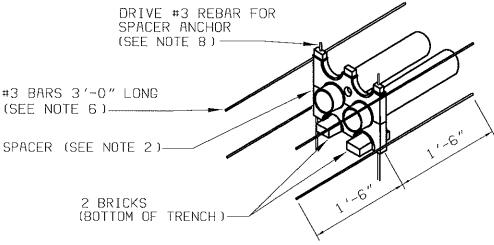
DETAIL SKETCH LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO. 4154 FL42 523E B3 N.T.S. TRANSFORMER PAD DETAIL BLDG. WALL THE CUSTOMER MUST MAINTAIN A CLEARANCE FOR UTILITIES FROM THE TRANSFORMER PAD 8' X 8' PAD FOUNDATION BY THE CUSTOMER PER SPEC 80-390 STORM SEWER -A 15' X 21' PAD EASEMENT TO BE ACQUIRED 10 '-0" BLDG. WALL ----STORM SEWER SIDE-WALK WATER LINE WATER LINE WATER LINE CURB: A' TYP. SANITARY LINE 7 REMOVABLE PROTECTIVE BARRIERS ---BY THE CUSTOMER PER SPEC 80-950 STORM SEWER -6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (327'±) FWALL = A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED TERMINAL POLE DETAIL CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD. 2-6" CONCRETE ENCASED PVC CONDUITS THE CUSTOMER MUST MAINTAIN A 5'
HORIZONTAL CLEARANCE FROM PARALLEL
UTILITIES, AND A 1' VERTICAL CLEARANCE
WHEN CROSSING UTILITIES, (SEE NOTES 10
& 11, SHEET 11 OF 14) BY THE CUSTOMER PER SPEC DLFS2C (327'±) A 10' EASEMENT CENTERED ON THE CONDUITS TO BE ACQUIRED SI DE-WALK REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER, THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE. CONCRETE PEDESTAL AND CONDUITS BY THE CUSTOMER PER SPEC 65-500 METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP. ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP. 0'-0" · (PROPOSED 30 OH 178' CNP TO INSTALL TERMINAL POLE 2 REMOVABLE PROTECTIVE BARRIERS BY THE CUSTOMER PER SPEC 80-950 A 10' GROUND AND 30' AERIAL EASEMENT CENTERED ON THE DVERHEAD LINE TO BE ACQUIRED

SHEET 11 OF 14 JOB # 83165723

FINAL GRADE (ROAD, PARKING AREA, ETC.) REVISION #1 4

2 - 6" CONDUITS

NOTE: THE CUSTOMER AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229.



NOTES:

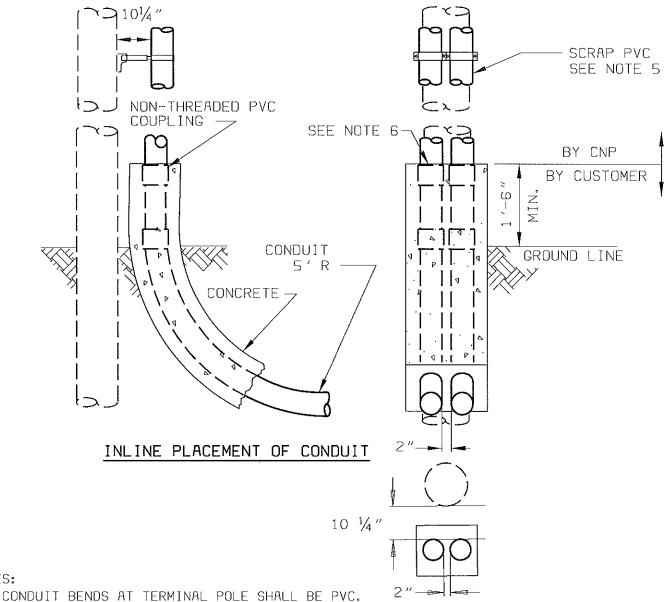
- CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB. 1.
- SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% 3. DOWN TOWARD MANHOLE.
- ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
- 5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
- PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
- ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1 '-6").
- 8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
- 9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE
- A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED 10. BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
- A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN 11. CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).

INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK FEEDER

BASED ON DISTRIBUTION STANDARD DLFS2C

SHEET 12 OF 14 JOB # 83165723 REVISION #1



NOTES:

- 2. BRACE THE POLE SECURELY BEFORE TRENCHING.
- INSTALL CONDUIT BENDS TO BASE OF POLE. 3. PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
- 4. ATTACH COUPLING TO END OF CONDUIT.
- INSERT, BUT DO NOT GLUE, A SHORT PIECE OF SCRAP PVC BUT DO NOT GLUE CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
- FORM AREA AROUND PEDESTAL TO THE TOP OF THE 6. COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
- 7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
- ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

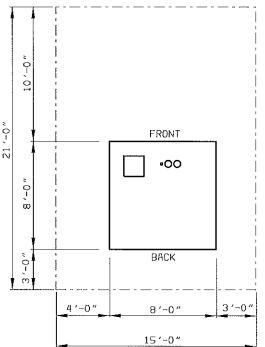
TERMINAL POLE CONDUIT PLACEMENT 12KV & 35 KV

58 BASED ON DISTRIBUTION STANDARD 65-500

SHEET 13 OF 14 JOB # 83165723 REVISION #1

REINFORCING SCHEDULE PER FOUNDATION							
MARK	QTY.	SIZE	LENGTH	REMARKS			
MK-1	12	#7	7′-7″	STRAIGHT			
MK-2	2	#7	5′-0″	STRAIGHT			
MK-3	0	#7	2'-4"	STRAIGHT			
MK-4	0	#7	5′-0″	STRAIGHT			
MK-5	1	#7	4 '-6"	STRAIGHT			
MK-6	2	#7	3′-0″	STRAIGHT			
MK-7	1	#7	2 '-0 "	STRAIGHT			

MATERIAL ESTIMATE PER	FOUNDATION
DESCRIPTION	QTY.
REINFORCING STEEL #7	232 LBS
CONCRETE (5 SACK)	1¾ CU. YDS.
2" PVC CONDUIT	5 FT
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2

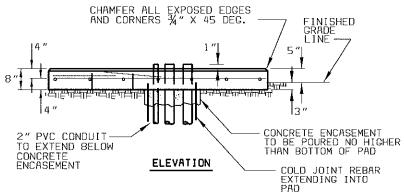


MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT WEIGHT 20,000 LBS MAXIMUM

8'-0" 21/2 1'-1"1'-6" 1'-10" 8" 2'-11" ά MK-7 φ BARS " OC MK-2 MK-6 Q SEE <u>_</u>+, NOTE ω φ-MK-5 ഥ MK-1 7-#7 BARS 1'-3" OC $2\frac{1}{2}$ 3 4 **--3**″ 7 ′-6"

PLAN



NOTES:

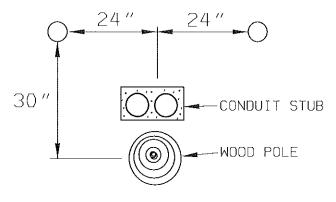
- CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
- 2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
- ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
- 4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
- 5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
- 6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
- 7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. AND RISING.
- 8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 3" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
- 9. REINFORCING SHALL HAVE A MINIMUM OF 21/2" CONCRETE COVER.
- 10. SLOPE PAD 1" FRONT TO BACK.
- 11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
- 12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
- 13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

150-1000 KVA, 3 PHASE
PMT FOUNDATION, 12KV & 35 KV
(SPECIAL APPLICATION)

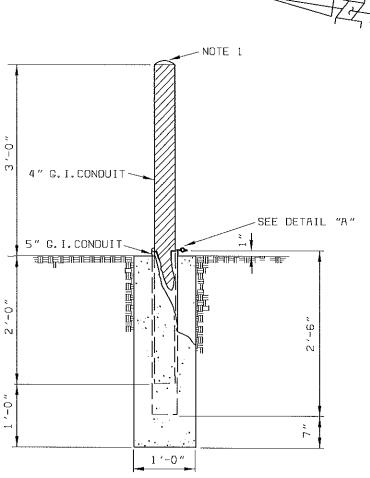
BASED ON DISTRIBUTION STANDARD 80-390



SHEET 14 OF 14 JOB # 83165723 REVISION #1

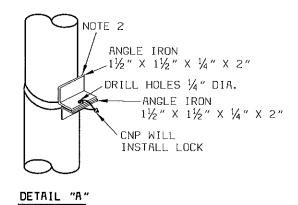


TERMINAL POLE PROTECTIVE
BARRIER PLACEMENT



INSTALL ON APPROXIMATELY 4' CENTERS AS SPECIFIED ON SKETCH

PROTECTIVE BARRIER (REMOVABLE)



NOTES:

- 1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
- ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
- SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
- 4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

PROTECTIVE BARRIER (REMOVABLE)

BASED ON DISTRIBUTION STANDARD 80-950

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and LAMAR CONSOLIDATED ISD ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of FULSHEAR HIGH SCHOOL PRACTICE POOL, 9320 CHARGER WAY PP, FULSHEAR, TX ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at 9320 CHARGER WAY PP, FULSHEAR, TX.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "<u>Agreement</u>") under which underground electric service will be provided to the Facility. "<u>Effective Date</u>" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

- 1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.
- 2. <u>Customer as Governmental Entity</u>. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement

would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

- 3. <u>Maintenance</u>. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.
- 4. <u>Installation</u>. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.
- INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located 5. on our website at www.centerpointenergy.com. CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE LIABILITY," **SECTION** 5.2 **OF** COMPANY'S ON OF "LIMITS TERMS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE

CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).

- 6. <u>Further Assurances</u>. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.
- 7. <u>Assignment</u>. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.
- 8. <u>Modification; Waiver</u>. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this <u>Section 8</u> must be signed by an officer or other representative of that Party authorized to do so.

In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

) A	
Ву:	drakey hy	
Name:	Liafis A. Ogboye, P. E.	
Title:	Supervising Engineer	

CUSTOMER:

LAMAR CONSOLIDATED ISD

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

Ву:		
Name:	James Steenbergen	
Title:	Board President	

10.B.#11. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF CENTERPOINT ENERGY TERMS AND CONDITIONS FOR THE NATATORIUM AT GEORGE RANCH HIGH SCHOOL

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of overhead and underground electric service for the Natatorium at George Ranch High School in the amount of \$15,195 and authorize the Board President to execute the agreement documents.

IMPACT/RATIONALE:

The terms and conditions are required to be executed for CenterPoint Energy to provide electric service for the Natatorium at George Ranch High School. CenterPoint documents are separated into overhead (\$2,595) and underground (\$12,600) work for a combined total of \$15,195 for the electric service.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for the Natatorium at George Ranch 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

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 1 of 2 (6-2012) CNP 8038

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between <u>Lamar Consolidated I.S.D.</u>, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at <u>8181 FM 762 Rd.</u> PP, Richmond, Texas 77469.

The Company agrees to accept payment of __\$12,600.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: For requested underground service facilities in accordance with Terms and Condiitons package Job# 82167854, Revision 1. The cost is based on utilizing the Company's standard installation equipment. The cost does not include overtime premiums. This agreement includes no cost for the extension, modification or removal of the existing overhead facilities. Please contact the Company's respective Service Center representative for any additional costs that may be associated with this project.

• Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 2 of 2 (6-2012) CNP 8038

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

• Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC	Lamar Consolidated I.S.D. Retail Customer			
Ву	By			
Frank De Leon Name printed or typed	Signature James Steenbergen Name printed or typed			
	_{Title} Board President			
Title Senior Engineering Specialist	Title Board President			
Date January 22, 2018	Date			

Revision Number: 5th

Effective: 9/1/11

TERMS & CONDITIONS UNDERGROUND ELECTRIC SERVICE

FOR

LAMAR CONSOLIDATED I.S.D. George Ranch High School Practice Pool 8181 FM 762 Rd. PP, Richmond, Texas 77469

Job #82167654 **REVISION** #1

CenterPoint Energy Major Underground Projects P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE LAMAR CONSOLIDATED I.S.D. DRAWINGS:

Drawing #:	E5.01	Received:	April 25, 2017
	E5.01	Received:	April 25, 2017
ERPOINT E	ENERGY SPECIFI	CATIONS:	
	:	May 1, 2016	
S	;	007-231-82	
ergency Generators ady-Mix Concrete		007-221-01	
	:	007-231-83	
Reviewed And Agreed To By:		Board President	
	Signature	Title	Date
J	ames Steenbergen		
	Print Name		
	Drawing #: FERPOINT F	Drawing #: E5.01 ERPOINT ENERGY SPECIFIES: : : : : : : : : : : : : : : : : : :	E5.01 Received:

If this Terms & Conditions package is signed by anyone other than an official from Lamar Consolidated I.S.D., it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

						CenterPoint Energy Houston, Texas			
	_ <u> </u>					WRITTEN	FD	12/13/2017	
						CHECKED	AAO	12/13/2017	
				10		APPROVED	AAO	12/13/2017	
1	1/22/2018	Service facilities layout	FD	AAO	AAO		SHEET 1 OF	14 SHEETS	
NO.	DATE	ITEMS REVISED	BY	СН	APP	PM 4097			

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated I.S.D. Lamar Consolidated I.S.D. and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 300 kVA, 34.5 kV 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Projects (MUG) representative is Frank De Leon at 713-207-4941 or frank.deleon@centerpointenergy.com.
 - The CNP Service Area Consultant is Enrique Ramon at 281-341-4931.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address 3000A Harrisburg Blvd. Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; "approve the submittals", "approve the submittals as noted" or "not approve the submittals". The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

REVISION NO. | SPECIFICATION NO. | CO | SHEET 2 OF 14 SHEETS

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is <u>8-750 MCM</u> cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to 8-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 4-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is $\underline{20,620}$ amperes symmetrical, with an X/R ratio of $\underline{3.0.}$
- F. The ultimate available short circuit current is <u>34,366</u> amperes symmetrical, with an X/R ratio of 3.1.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

REVISION NO. SPECIFICATION NO. 30 SHEET 3 OF 14 SHEETS

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

REVISION NO. SPECIFICATION NO.	-,	SHEET 4 OF 14 SHEETS
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METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to Major Underground Projects at (713) 207-6229. Job # 82167654 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

REVISION NO.	SPECIFICATION NO.			SHEET 5 OF 14 SHEETS
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DUCTBANK INSTALLATION (continued)

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

REVISION NO. SPECIFICATION NO.	SHEET 6 OF 14 SHEETS
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ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen (15) feet above mean sea level and eighteen (18) inches above the documented 100 year floodplain. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Projects Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

REVISION NO.	SPECIFICATION NO.			SHEET 7 OF 14 SHEETS

INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

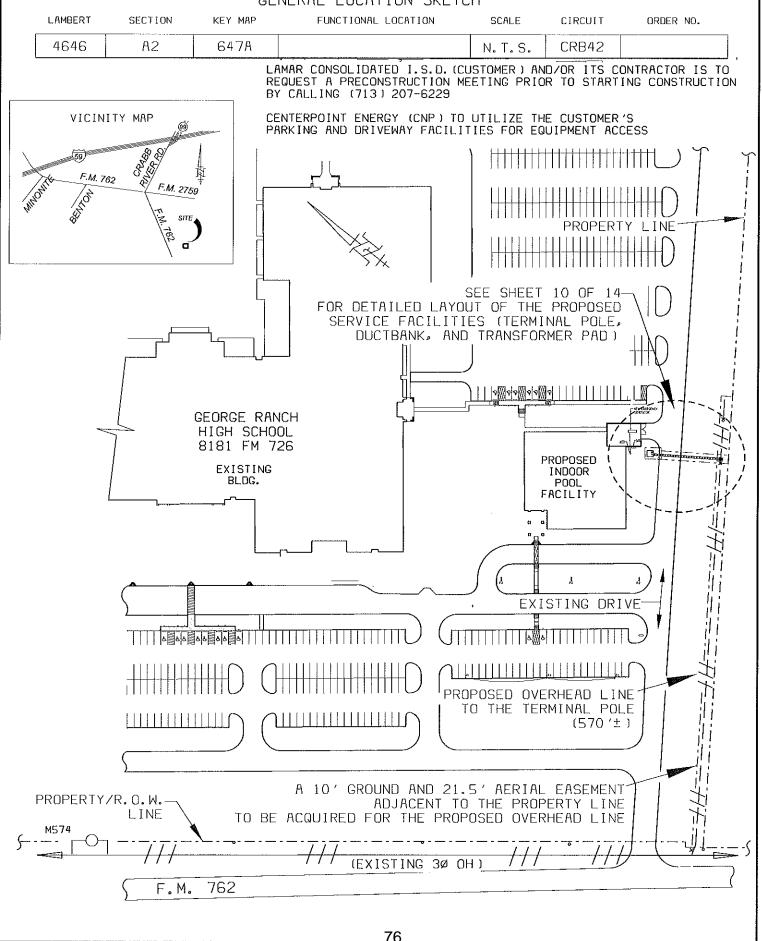
RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE. TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (See Governmental Entity Addendum if applicable.)

REVISION NO. SPECIFICATION NO. SHEET 8 OF 14 SHEETS



SHEET 9 OF 14 JOB# 82167654 REVISION 1

GENERAL LOCATION SKETCH



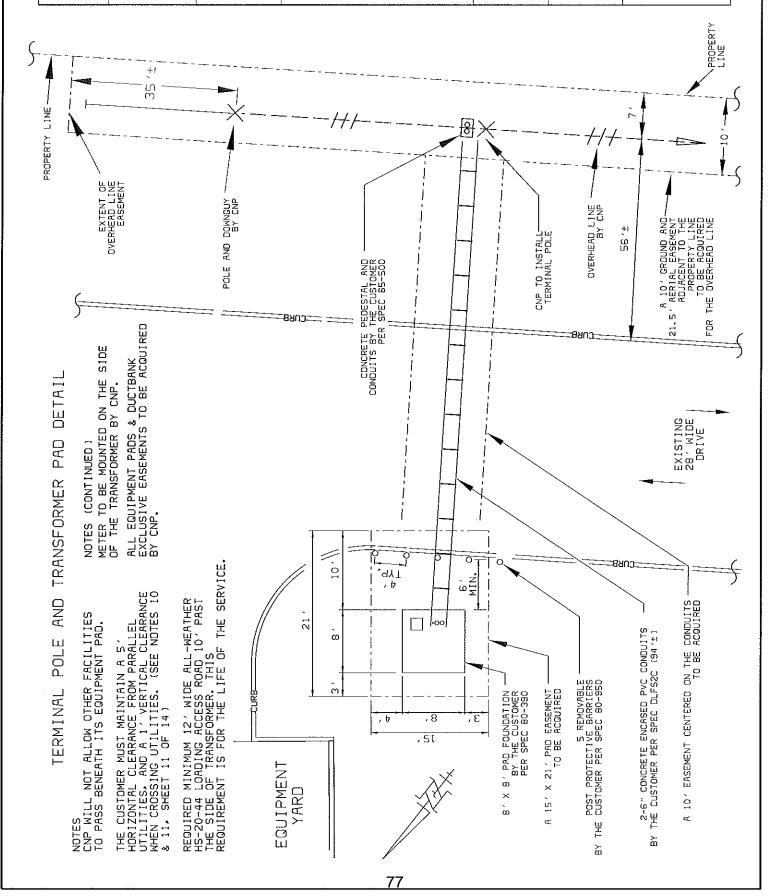
CenterPoint Energy

SHEET 10 OF 14 JOB# 82167654 REVISION 1

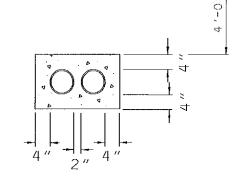
DETAIL SKETCH

LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO.

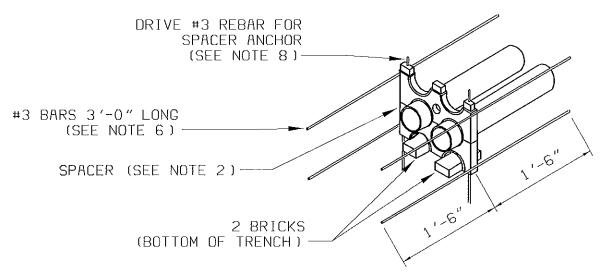
4646 A2 647A N.T.S. CRB42



NOTE:
THE CUSTOMER AND/OR ITS
CONTRACTOR IS TO REQUEST A
PRECONSTRUCTION MEETING
PRIOR TO STARTING
CONSTRUCTION BY CALLING
(713) 207-6229.



2 - 6" CONDUITS

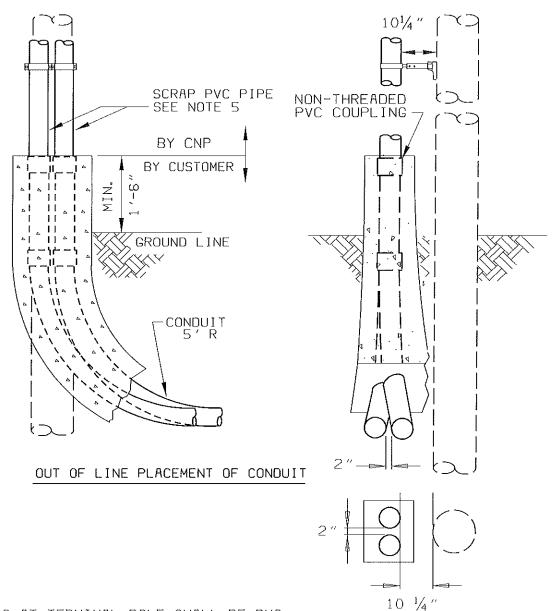


NOTES:

- 1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
- 2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
- 3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
- 4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
- 5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
- 6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
- 7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
- 8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
- 9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
- 10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
- 11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (10INT TRENCHING NOT PERMITTED)
- PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).

 12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK FEEDER



NOTES:

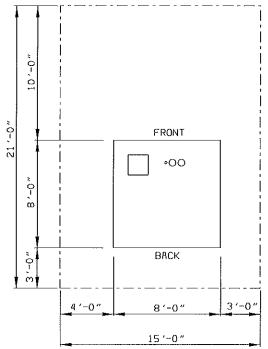
- 1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
- 2. BRACE THE POLE SECURELY BEFORE TRENCHING.
- 3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
- 4. ATTACH COUPLING TO END OF CONDUIT.
- 5. INSERT, <u>BUT DO NOT GLUE</u>, A SHORT PIECE OF SCRAP PVC BUT DO NOT GLUE CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
- 6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
- 7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
- 8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV
79BASED ON DISTRIBUTION STANDARD 65-500

SHEET 13 OF 14 JOB# 82167654 REVISION 1

REINFORCING SCHEDULE PER FOUNDATION						
MARK QTY. SIZE LENGTH REMARKS						
MK-1	12	#7	7′-7″	STRAIGHT		
MK-2	2	#7	5′-0"	STRAIGHT		
MK-3	0	#7	2′-4″	STRAIGHT		
MK-4	0	#7	5 ′-0 ″	STRAIGHT		
MK-5	1	#7	4 '-6 "	STRAIGHT		
MK-6	2	#7	3′-0″	STRAIGHT		
MK-7	i	#7	2 '-0 "	STRAIGHT		

MATERIAL ESTIMATE PER	FOUNDATION		
DESCRIPTION	QTY.		
REINFORCING STEEL #7 232 LBS			
CONCRETE (5 SACK)	1¾ CU. YDS.		
2" PVC CONDUIT	5 FT		
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2		

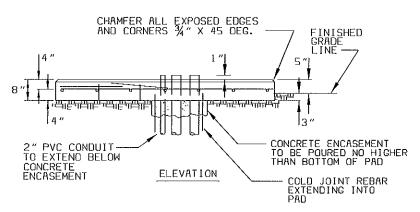


MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT WEIGHT 20,000 LBS MAXIMUM

8'-0" 21/2 1 '-1 " 1 '-6 " 1 '-10 " 8 " 2 '-11" 9, MK-7 $\oplus \oplus$ Ϋ BARS " OC MK-2 MK-6 # T NOTE ω φu MK-5 ω MK-1 7-#7 BARS 1'-3" OC 21/2 34 **⊲**-3" 7′-6"

PLAN



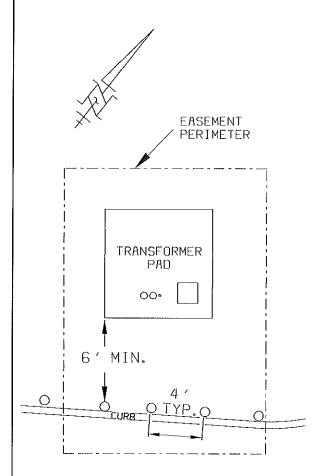
NOTES:

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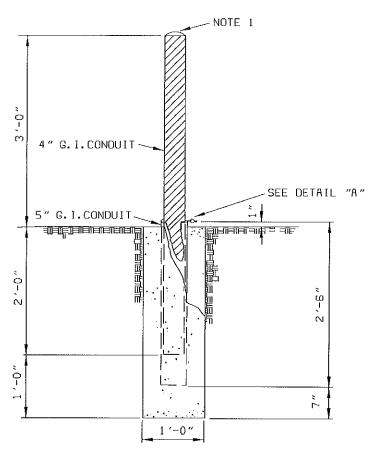
- CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
- 2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
- ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
- 4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
- 5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
- 6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
- 7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. AND RISING.
- 8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 3" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
- 9. REINFORCING SHALL HAVE A MINIMUM OF 21/2" CONCRETE COVER.
- 10. SLOPE PAD 1" FRONT TO BACK.
- 11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
- 12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
- 13. THE SECONDARY OPENING IS TO BE BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

150-1000 KVA, 3 PHASE
PMT FOUNDATION, 12KV & 35 KV
(SPECIAL APPLICATION)

80



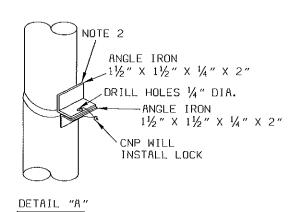
INSTALL FIVE (5)
REMOVABLE POST BARRIERS
ON APPROXIMATELY 4' CENTERS



PROTECTIVE BARRIER (REMOVABLE)

NOTES:

- 1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
- 2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
- 3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
- 4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.



PROTECTIVE BARRIER (REMOVABLE)

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and Lamar Consolidated I.S.D. ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of George Ranch High School Practice Pool, 8181 FM 762 Rd. PP, Richmond, Texas 77469 ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at 8181 FM 762 Rd. PP, Richmond, Texas 77469.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

- 1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.
- 2. <u>Customer as Governmental Entity</u>. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement

would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

- 3. <u>Maintenance</u>. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.
- 4. <u>Installation</u>. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.
- INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located 5. on our website at www.centerpointenergy.com. CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE LIABILITY," **TERMS** OF "LIMITS ON SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE

CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).

- 6. <u>Further Assurances</u>. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.
- 7. <u>Assignment</u>. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.
- 8. <u>Modification; Waiver</u>. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this <u>Section 8</u> must be signed by an officer or other representative of that Party authorized to do so.

In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By:

Name: Adewemimo A. Oyekenu, P. E.

Title: Supervising Engineer

CUSTOMER:

LAMAR CONSOLIDATED I.S.D.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

Ву:		
Name: _	James Steenbergen	
Title:	Board President	

Chapter 6: Company Specific Items

Sheet No. 6.24 Page 1 of 2

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Equilities Extension Agreement is entered into by and between

This racinties extension Agreement is entered i	into by and between	
Lamar Consolidated I.S.D George F	Ranch High School Practic	ce Pool , herein
called "Retail Customer" and CenterPoint I	Energy Houston Ele	ectric, LLC, herein called
"Company" (hereinafter referred to as Agreem modification, repair, upgrade, conversion, reloc Delivery System, including temporary facilities extension), as described herein.	ent) for the construct cation, de-energization	tion, extension, installation, n or removal of Company's
entension), as deserroed necessi		
This Agreement covers the facilities extension to 8181 FM 76		cation at
The Company agrees to accept payment of	\$ 2,595.00	Dollars
to be paid by the Retail Customer, as a Non-F with the Retail Customer request to extend Com follows: Permanent service beyond a	pany facilities to the	
One additional span (+/-) 100' of ov	verhead line construction.	

• Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

Revision Number: 5th

Effective: 9/1/11

CenterPoint Energy Houston Electric, LLC Applicable: Entire Service Area

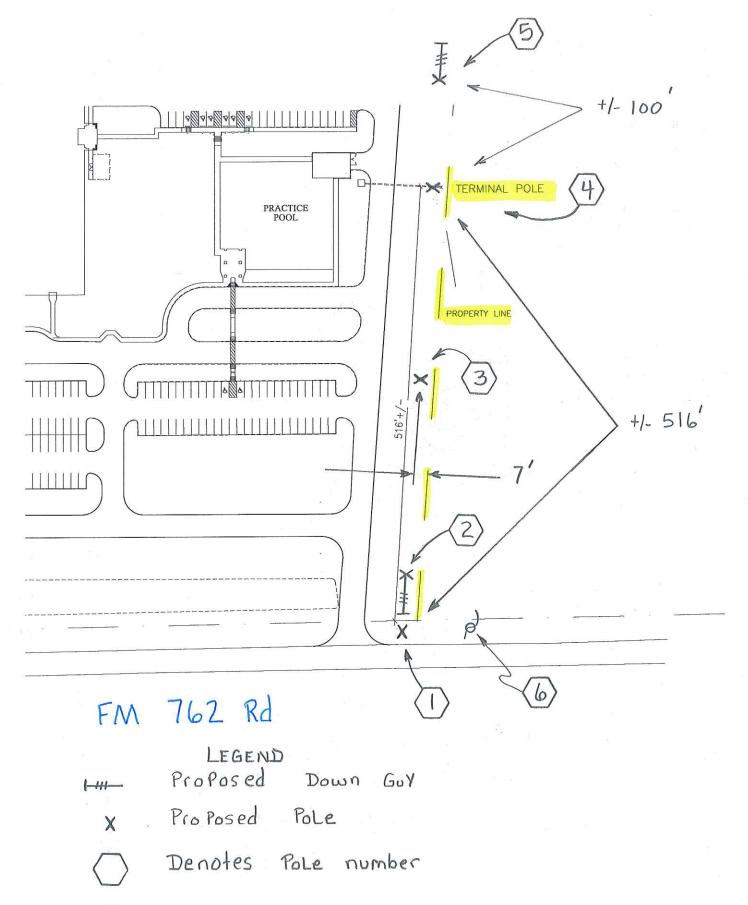
CNP 8038

 Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC	Lamar Consolidated ISD
Content onto Energy Trousten Execution, ===	Retail Customer
By Englise Our!	Ву
	James Steenbergen
Enrique Ramon	(name printed or typed)
(name printed or typed)	(illumina primara of 5)
Title Staff Service Consultant	Y Title Board President
Title Starr Berviee Constitution	_
Date 01/29/2018	Date



10.B.#12. - PLANNING **BOARD REPORT FEBRUARY 15, 2018**

CONSIDER APPROVAL OF CENTERPOINT ENERGY GAS DEVELOPMENT FEES FOR THE NATATORIUM AT FULSHEAR HIGH SCHOOL

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy gas development fees for the Natatorium at Fulshear High School and approve the payment in the amount of \$7,495.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

CenterPoint Energy will install new service line, street bore and meter for the Natatorium at Fulshear High School. Upon approval, a check will be issued for this work per the attached invoice.

Submitted By: Kevin McKeever, Administrator for Operations

Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle

Superintendent



Please make payable to:

CenterPoint Energy Attn: Business Process

P.O. BOX 2883

Houston, Texas 77252-2883

	IN	VOIC	E			
	— Custo	omer Info:				2/2/18
Name:	LCISD FULSHI	EAR PRACTION	CE POOL	BP#	8216048	
Address:	9320 CHARGE	R WAY PP				
City:	FULSHEAR	State	TX	Zip	77441	
Phone:	713-858-8433					
Fax/Email:						
RE: NEW GAS	SERVICE LINE I	FOR POOL			Zones:	50054003

Gas Coordinator: IGNACIO GUERRERO Phone: 281-341-4963

Description	W/O #	Qty / Ftg	Charge	Total
GAS SERVICE LINE	84935639	235	9.00	2,115.00
GAS SERVICE LINE BORE	84935639	235	8.00	1,880.00
7 M ROOTS METER @ 5PSI	84950917	1	3,500.00	3500.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL \$7,495.00

Lama	r Consolidated Independent School District
By:	
	James Steenbergen - Board President

MAIL PAYMENT TO THE ABOVE ADDRESS.

Make all checks payable to: CenterPoint Energy

Send a copy of this invoice along with the check. Charges good for 30 days from date of invoice.

Payment is required prior to release of construction work order

If you have any questions concerning this invoice, please contact coordinator at number above.

Thank you for using natural gas.

10.B.#13. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING FOR TERRY HIGH SCHOOL BASEBALL COMPLEX

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for additional materials testing for Terry High School Baseball Complex in the amount of \$1,672 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 December 15, 2016 regular meeting in the amount of \$34,532. Additional tests for construction were required due to the number of tests not anticipated in the original scope of work. The remaining testing requirements will exceed the current allocation. Testing services are invoiced per unit prices and not as a fixed fee.

Upon approval, the Board President will sign the agreement.

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



January 11, 2018

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

RE: Supplement to Agreement for Services

B.F. Terry High School Baseball and Softball Improvements

5500 Avenue N, Rosenberg, Texas 77471

Change Order Request No. 1 Terracon Project No. 92161538

Dear Mr. McKeever:

Terracon is providing the following change order request for modification of budget and scope of work for the B.F. Terry High School Baseball and Softball Field Improvement project. Terracon would like to request funds in addition to the original contract amount to incorporate additional testing into the scope of work.

Original Budget Estimate \$34,532.00	
Estimated Budget Increase	\$1,672.00
Final Adjusted Budget	\$36,204.00

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)

Alex P. Brown, E.I.

Project Manager

Construction Services

Chad C. Gordon, P.E.

Materials Service Manager

Attachment:

(1) Cost Estimate

(2) 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



COST ESTIMATE

B.F. Terry High School Baseball / Softball Improvements 5500 Avenue N- Rosenberg, Texas 77471 Terracon Project Nuumber 92161538- CO 1

Service (As described in proposal)	Quantity	Unit	Unit Rate		Estimate
CAST-IN-PLACE CONCRETE	is a straight	ik ii	N 1 22 F	10.5	- 1,111
Estimate 2 trips at 9 hours each to observe reinforcing steel and test	concrete for paveme	nts			
Field Representative, Regular Hours	16	hours	\$ 46.00	\$	736.00
Field Representative, Over Time Hours	2	hours	\$ 69.00	\$	138.00
Concrete Compressive Strength	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
Subtotal, Cast-in-Place Concrete				\$	1,422.00
PROJECT MANAGEMENT					2 V - 1
Project Manager & Administration	2	hours	\$ 125.00	\$	250.00
Subtotal, Project Management & Administration				\$	250.00
ESTIMATED COST				\$	1,672.00



Reference Number: P92161538

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 12/06/2016, Agreement reference number P92161538) 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.

 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).

Please refer to Terracon Change Order Request Number 1 dated January 11, 2018.

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).

Please refer to Terracon Change Order Request Number 1 dated January 11, 2018.

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:	Terrason Consultants, Inc.	Client:	Lamar Consolidated ISD		
By:	Date: 1/11/2018	By:	Date:		
Name/Title:	Chad C. Gordon, P.E. / Materials Services	Name/Title:	James Steenbergen - Board President		
Name/ nue.	Manager	Tanto, Tido.	- Double of the state of the st		
Address:	11555 Clay Rd Ste 100	Address:	3911 Avenue I		
	Houston, TX 77043-1239		Rosenberg, TX 77471		
Phone:	(713) 690-8989 Fax: (713) 690-8787	Phone:	(832) 223-0000 Fax: (281) 341-3129		
Email:	Chad.Gordon@terracon.com	Email:			

Page 1 of 1

Rev. 8-12

10.B.#14. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF MOVING SERVICES FOR THE SUPPORT SERVICES FACILITY

RECOMMENDATION:

That the Board of Trustees approve Roadrunner Moving for providing moving services for the Support Services Facility in the amount of \$1,500.

IMPACT/RATIONALE:

Funds were allocated within the 2014 Bond Budget for Support Services Facility.

PROGRAM DESCRIPTION:

Upon approval, Roadrunner Moving will provide boxes and moving materials to the Support Services Facility to allow staff to pack their materials prior to moving into the new facility.

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









Moving • Storage • Dedicated Services

January 24, 2018

RE: 400 boxes Delivered

Dear Kevin McKeever,

Thank you for the wonderful opportunity to quote on your forthcoming project. No doubt you will need special people to assist you in this transition. You can count on Roadrunner Moving & Storage to provide you and your staff with a seamless relocation.

Below please find our proposal to accomplish your project with as little downtime as possible.

Sincerely,

Luke Carlisle Business Development





(Delivered January 26th)

100 1	Lockbottoms Delivery Fee	\$	1.50 x 100	\$ 150.00 \$ 250.00
(2 nd I 100 1	Delivery TBA) Lockbottoms Delivery Fee	\$	1.50 x 100	\$ 150.00 \$ 250.00
(3 rd I 100 100 1	Delivery TBA) Lockbottoms 3.0 Box Delivery Fee	•	1.50 x 100 3.00 x 100	\$ 150.00 \$ 300.00 \$ 250.00

Estimated Cost		\$1.500.00
Your signature below authorizes above estimate.	s relocation services to be perforn	ned according to the
Authorized by:	Date:	:
Please return via fay to:	l uke Carlisle	713 / 270-1101

Estimate / Travel Time

All prices quoted are estimates and are determined by the services provided. Final moving costs are based on the actual time to complete your move, plus one hour travel time. Roadrunner charges one hour travel time per crew per day. Travel time is included in our quote.

Increased Carrier Liability

Roadrunner assumes liability of sixty cents (\$0.60) per pound. If increased coverage is required, indication must be made prior to the start of your move. Payment for all services must be received by Roadrunner in full prior to any claims settlement. Increased Carrier Liability Options are attached. If no indication has been made for Increased Carrier Liability, then all goods are released at sixty cents (\$0.60).

Building Access/Waiting Time

Building arrangements must be made at both origin and destination prior to arrival. If we are delayed due to circumstances beyond our control, waiting time will be in effect after thirty minutes, based on the hourly travel rate OR waiting time of \$125.00 per hour will be in effect after thirty minutes.

CONSIDER APPROVAL OF FINAL PAYMENT FOR THE DISTRICTWIDE FENCE IMPROVEMENTS

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$18,827.75 to The Anchor Group, Inc. for the Districtwide fence improvements.

IMPACT/RATIONALE:

The Anchor Group Inc. was the contractor on the Districtwide fence improvement project. New fence was installed at Beasley, Bowie, Campbell, Hubenak, Huggins, McNeill, Meyer, Pink, Thomas, Velasquez, and Williams Elementary Schools. This project was substantially completed on October 16, 2017.

PROGRAM DESCRIPTION:

Upon approval The Anchor Group, Inc. will be paid 100% for the construction of the Districtwide fence improvement project.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

APPLICATIC	APPLICATION AND CERTIFICATE FOR PAYMENT	FICATE FO	R PAYMENT	AIA DOCUMENT G702	84173		PAGE 1 OF 4 PAGES
TO (GC):	Lamar Consolidated ISD	SD	PROJECT: District	W. Erles	APPLICATION NO: RE	RETAINAGE	Distribution to:
	3911 Avenue I				Ë	1/19/18	
	Rosenberg, Texas 77471	171			PERIOD FROM:	1/1/18	
FROM:			VIA CABCHITECTS.		FEMOLI 10:	01/10/1	OWNER
The Anchor Group, Inc.	Inc.		TIONE) WILL		ANCHIECTS PROTECTION	1,6071	A R CHITECT
803 East Whitney					OTP NO:	10041	CONTRACTOR
Houston, TX 77022					CITT]
CONTRACT FOR:					CONTRACT DATE:	10/27/2016	
CONTRACTOR'S	OR'S APPLICA	APPLICATION FOR	PAYMENT	Application is made for Payment	Application is made for Payment, as shown below in connection with the Contract	ontract.	
CHANGE ORDER SUMMARY	SUMMARY			Continuation sheet, AIA Document G703, is attached.	ent G703, is attached.		
Change Orders approved in	roved in	ADDITIONS	DEDUCTIONS	1, ORIGINAL CONTRACT SUM	SUM		\$ 369,042.00
previous months by Owner	Owner			2. Net change by Change Orders	dersa		7,512.98
	TOTAL			3. CONTRACT SUM TO DATE (Line 1+2)	ATE (Line 1+2)		\$ 376,554.98
Approved this Month	inth			4. TOTAL COMPLETED &	4. TOTAL COMPLETED & STORED TO DATE		\$ 376,554.98
Number	Date Approved			(Column G on G703)			
_	3/22/2017	17,344.88		5. RETAINAGE:			
2			(14,120.00)	a. Retainage Withheld	Ď.		
m		3,806.60		To Date	649	0.00	
4		6,245.00		b 15% of Stored Material	59		
			(5,763.50)				
	TOTALS	27,396.48	(19,883.50)	Total Retainage (Line 5a + 5b or	- 5b or		
Net change by Change Orders	Orders		\$7,512.98	Total in Column 1 of G703)	3703)		0.00
The undersigned Contr∉	The undersigned Contractor certifies that to the best of the Contractor's knowledge,	sst of the Contractor	's knowfedge,	6, TOTAL EARNED LESS I	6, TOTAL EARNED LESS RETAINAGE		\$ 376,554.98
information and belief t	information and belief the Work covered by this Application for Payment has been	. Application for Pay	ment has been	(Line 4 less Line 5 Total)	al)		
completed in accordanc	completed in accordance with the Contract Documents, that all amounts have been	lments, that all amou	unts have been	7. LESS PREVIOUS CERTIFICATES FOR	FICATES FOR		
paid by the Contractor i	paid by the Contractor for Work for which previous Certificates for Payment were	us Certificates for F	ayment were	PAYMENT (Line 6 from	PAYMENT (Line 6 from prior Certificate)		\$ 357,727.23
issued and payments r	issued and payments received from the Owner, and that current payment shown	and that current pa	ayment shown	8. CURRENT PAYMENT DUE)UE		18,827.75
herein is now due.				9. BALANCE TO FINISH, I	9. BALANCE TO FINISH, PLUS RETAINAGE		\$ 0.00
CONTRACTOR:	The Anchor Group, Inc.	Inc.		ess Li			- 11
The same of the sa	ella	Date:	19-Jan-18	State of. Texas County of. Harris Subscribed and swom to before me this A day of Notary Public. A property of the My commission expired. 16-18-18	County of Harris Hope of Jan 2018	*	STEPHANIE WALLACE Watery Pupik, State of Texas Contr. Exams 10.16.2018
ARCHITECT	ARCHITECT'S CERTIFICATE	E FOR PAYMENT	MENT	AMOUNT CERTIFIED.	the state of the s	STATE OF THE PARTY	Summer and the summer
In accordance with the Corr data comprising the above a	In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect centifies to the Owner that to the best of the Architect's knowledge information and belief the Work has accompanded on	n-site observations and hiftes to the Owner than the Weet has	to the	(Attach explanation Timount cartified ARCHITECT:	mount cartified differs from the amount applied for)	1/1	\$18,827.75
indicated, the quality of the	indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment on the AMOUNT CERTIFIED.	the Contract Documen	s and	This Certifican is not negotiathe. The Contractor named terrain. Issuance.	RESIDENTICERTIFIED IS payable of	1/2	
AIA DOCTIMENT G703 A	PBI ICATION AND TEBRIT	EICATE EOB BACK		prejudice to any rights of the Conse	or Contractor und		

99

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA 1983 THE AMBRICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

10.B.#16. – PLANNING BOARD REPORT FEBRUARY 15, 2018

CONSIDER APPROVAL OF TRAFFIC STUDY FOR WILLIAMS ELEMENTARY SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for a traffic study for Williams Elementary School in the amount of \$10,800.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. Funding for this project is from available funds from the 2011 Bond. Fort Bend County is currently under construction to extend Williams Way Blvd. to FM 762. This will affect the traffic flow and parking at Williams Elementary School.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns and options the district needs as Fort Bend County completes the Williams Way road project

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress Suite 325 Houston, TX 77002 Voice (713) 270-8145 Fax (281) 809-0807 www.trafficengineers.com

Texas Registration Number F-003158

February 1, 2018

Mr. Kevin McKeever Administrator of Operations Lamar Consolidated ISD 3911 Ave I Rosenberg, Texas 77471

Re: Proposal for Traffic Operations Study for Williams Elementary School

Dear Mr. McKeever:

This letter constitutes our proposal to conduct a Traffic Operations Study (TOS) for Williams Elementary School located at the northwest corner of the intersection of FM 762 at Williams Way Boulevard, in Fort Bend County, Texas.

Scope of Services

- Task 1: Conduct site visits to observe on-site and off-site traffic operations during arrival and dismissal at the school. The observations will include parent vehicle queuing and circulation, pedestrian crossing, bus stacking and driveway accesses.
- Task 2: Estimate projected traffic volumes based on the re-zoning of the current school.
- Task 3: Identify short-range or temporary improvements that can be implemented to address traffic operations issues with the construction of Williams Way Boulevard.
- Task 4: Identify long-range improvements that can be implemented to improve internal and external traffic operations with the build-out of Williams Way Boulevard.
- Task 5: Prepare a letter report to document existing traffic operations and identified short-range and long-range improvements.
- Task 6: Prepare conceptual plans for identified improvements alternatives.
- Task 7: Coordinate with Fort Bend County to assist the school improvements in conjunction with the roadway improvements in the area.

Lamar CISD will provide the following information:

- Existing and proposed capacity of school
- Existing and proposed school attendance zone
- Number of staff
- Number of buses

Compensation

Based upon the hours expected to complete the reports, compensation of \$10,800 is proposed on a lump sum basis.

Please contact me at (713) 992-4792 or at jessica@trafficengineers, if you have any questions regarding this proposal.

Sincerely,

jiashichen, PE, PTOE

Shichen "Jessica" Jia, PE, PTOE Principal Associate

11.A.#1. – INSTRUCTIONAL BOARD REPORT FEBRUARY 15, 2018

INFORMATION ITEM: AQUAPONICS UPDATE

Aquaponics, hydroponics, aeroponics will soon be evidenced in the labs located at Lamar Consolidated High School. World-renowned aquaponics expert, Jim Bundscho was in LCISD for five days in December to help teams of LCISD teachers and students with the assembly of the aquaponics systems in the greenhouses located at LCHS. Bundscho is associated with the Texas A&M Agricultural School and is guiding our program to be one of the top tier in the state, including the commercial sector. Systems are currently cycling water; fish and plants will be added in the near future.

Resource Persons: Valerie Vogt, Chief Academic Officer

Katie Marchena, Director of Curriculum and Instruction

David Squires, Assistant Principal and CTE Supervisor for LCHS

11.B.#1. – PLANNING BOARD REPORT FEBRUARY 15, 2018

INFORMATION ITEM: DEMOGRAPHIC UPDATE

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, Districtwide projections and long-range planning. PASA has completed the 2018 update and will provide information to the Board.

Dr. Pat Guseman and Dr. Stacey Tepera will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: TAX COLLECTION REPORT (AS OF JANUARY 31, 2018)

Exhibit "A"	gives the LCISD collections made during the month of January 31, 2018.
Exhibit "B"	gives the total LCISD collections made this school year from September 1, 2017 through August 31, 2018.
Exhibit "C"	shows the LCISD collections made month-by-month of the 2017-18 roll as compared to prior years. Through January 31, 2018, LCISD had collected % of the 2017-18 roll.
Exhibit "D"	shows the total collections made as compared to the amount that was budgeted for 2017-2018.
Exhibit "E"	shows the LCISD tax collection analysis for the last six years.

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

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

C.A. Walker Construction (Support Services Center)	Application # 6	\$ 666,981.04
CenterPoint Energy (Carter ES)	Application # 1	\$ 64,701.82
CenterPoint Energy (Foster HS Natatorium)	Application # 1	\$ 17,100.00
CenterPoint Energy (Foster HS Natatorium)	Application # 1	\$ 13,806.19
Drymalla Construction (Carter ES)	Application # 7	\$ 1,192,187.30
Environmental Solutions (Lamar CHS Band Hall)	Application # 1	\$ 610.00
Environmental Solutions (Terry HS Band Hall)	Application # 1	\$ 2,310.00
Fort Bend MUD #184 (Carter ES)	Application # 1	\$ 253,936.94
Hayden Paving (Campbell ES/Dickinson ES Track)	Application # 4	\$ 416,970.68
KCI Technologies (Foster HS Water Well)	Application # 4	\$ 1,200.00
PBK Architects (Foster HS Natatorium)	Application # 12	\$ 22,308.00
PBK Architects (Foster HS Natatorium – Reimbursables)	Application # 3	\$ 1,349.70
PBK Architects (Fulshear HS Natatorium)	Application # 12	\$ 11,011.00

PBK Architects (Fulshear HS Natatorium)	Application # 13	\$ 13,013.00
PBK Architects (Fulshear HS Natatorium – Reimbursables)	Application # 3	\$ 1,349.71
PBK Architects (George Ranch HS Natatorium)	Application # 12	\$ 12,012.00
PBK Architects (George Ranch HS Natatorium – Reimbursables)	Application # 3	\$ 1,349.68
PBK Architects (Lindsey ES)	Application # 21	\$ 13,202.01
PBK Architects (Support Services)	Application # 10	\$ 40,139.95
Raba Kistner (Campbell ES – Running Track)	Application # 3	\$ 1,991.83
Raba Kistner (Foster HS Natatorium)	Application # 3	\$ 5,007.88
Raba Kistner (Foster HS Natatorium)	Application # 4	\$ 7,687.38
Raba Kistner (Fulshear HS Natatorium)	Application # 4	\$ 8,237.63
Raba Kistner (Fulshear HS Natatorium)	Application # 5	\$ 2,958.13
Raba Kistner (George Ranch HS Natatorium)	Application # 4	\$ 2,038.75
Raba Kistner (George Ranch HS Natatorium)	Application # 5	\$ 3,345.25
Terracon (Carter ES)	Application # 8	\$ 2,100.50
Terracon (Support Services Center)	Application # 6	\$ 1,172.00

Terracon (Terry HS Band Hall)	Application # 6	\$ 709.00
Terracon (Terry HS Band Hall)	Application # 7	\$ 4,684.50
Terracon (Terry HS Baseball & Softball)	Application # 7	\$ 1,896.00
Traffic Engineers (Culver ES)	Application # 1	\$ 15,500.00
Turner Construction (Foster HS Natatorium)	Application # 5	\$ 681,353.25
Turner Construction (Fulshear HS Natatorium)	Application # 5	\$ 726,829.97
Turner Construction (George Ranch HS Natatorium)	Application # 5	\$ 791,438.12
VLK Architects (Carter ES)	Application # 10	\$ 28,879.41
VLK Architects (Carter ES – Reimbursables)	Application # 9	\$ 670.94
VLK Architects (Culver ES)	Application # 3	\$ 120,286.29
VLK Architects (Culver ES – Reimbursables)	Application # 3	\$ 560.18
Vanir, Rice & Gardner (2014 Bond Program)	Application # 30	\$ 189,747.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 31	\$ 189,747.00

Resource person: Kevin McKeever, Administrator for Operations





11.B.#4. – PLANNING BOARD REPORT FEBRUARY 15, 2018

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	21,668,081.60	341,973.40	21,298,686.82	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,993,760.65	1,777,100.35	20,223,418.04	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	22,970,379.26	1,989,024.74	10,746,277.12	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	708,150.00	281,850.00	118,080.00	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	642,371.50	57,628.50	434,831.34	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,030,564.39	1,056,000.00
Natatorium - Foster High School	8,648,880.00	8,541,215.00	107,665.00	3,172,063.89	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,619,868.00	212,299.00	3,718,240.18	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	8,936,366.00	150,203.00	2,923,567.27	9,086,569.00
Support Services Center	12,146,000.00	11,354,757.14	791,242.86	3,756,836.97	12,146,000.00
THS Band Hall	700,000.00	659,835.00	40,165.00	406,519.81	700,000.00
*THS Baseball	2,400,000.00	2,311,628.00	88,372.00	2,035,126.94	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	110,022,006.72	6,373,929.28	70,339,765.01	116,395,936.00
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	1,686,890.00	23,272,514.00	985,421.24	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	425,000.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	1,480,670.00	20,861,823.00	685,136.52	22,342,493.00
Fulshear HS Shell	3,849,077.00	269,890.00	3,579,187.00	42,966.44	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	4,628,835.00	76,516,263.00	2,138,524.20	81,145,098.00
Grand Total	197,541,034.00	114,650,841.72	82,890,192.28	72,478,289.21	197,541,034.00

^{*} 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	535,254.00	264,746.00	32,160.00	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	700,000.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,022,188.27	1,200,000.00
Site Lighting	1,600,000.00	1,320,620.15	279,379.85	67,261.99	1,600,000.00
Grand Total	4,300,000.00	3,539,889.13	760,110.87	1,769,788.81	4,300,000.00

PROGRAM OVERVIEW

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

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

Accomplishments This Month:

- Advertised Roberts Middle School for contractor Competitive Sealed Proposals.
- Advertised Culver Elementary School for contractor Competitive Sealed Proposals.
- Advertised Fulshear High School Shell Space for contractor Competitive Sealed Proposals.







DON CARTER ELEMENTARY SCHOOL

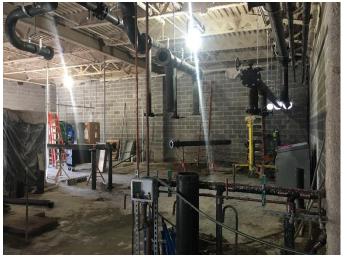








DON CARTER ELEMENTARY SCHOOL





SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

OVERVIEW:

- Construction is 40% complete.
- Structural steel erection is complete.
- Roofing is complete at areas A, B, and E.
- Exterior wall masonry has started.
- Mechanical, electrical and plumbing is progressing.
- Interior drywall has started.

THOMAS R. CULVER III ELEMENTARY SCHOOL





SCHEDULE MILESTONES:

- Current Phase: Bidding
- Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

- Culver ES site is in the Briarwood Crossings subdivision in the Village of Pleak.
- The developer is clearing and grading this section of the subdivision where the new school will be located.
- CSP construction proposals will be received in February 2018.





ROBERTS MIDDLE SCHOOL



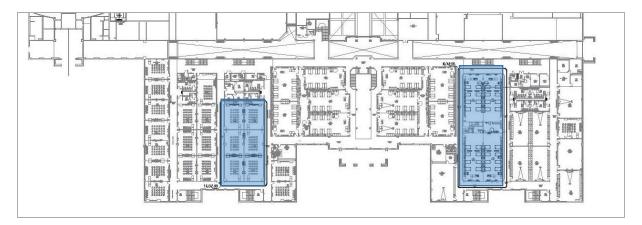
SCHEDULE MILESTONES

- Current Phase: Bidding Construction Start: 2nd Quarter 2018
- Construction Completion: 3rd Quarter 2019

OVERVIEW

- Site is on the south side of the Fulshear HS campus.
- CSP construction proposals will be received in March 2018.

FULSHEAR HIGH SCHOOL SHELL SPACE



SCHEDULE MILESTONES:

- Current Phase: Bidding
- Construction Start: May 2018
- Construction Completion: August 2018

- Construct interior classroom walls and room finishes.
- CSP construction proposals will be received in February 2018.







SUPPORT SERVICES FACILITIES (Maintenance & Operations)









SCHEDULE MILESTONES:

Maintenance & Operations Building

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: March 2018

Support Services Facility: (Purchasing, Warehouse, Food Services & Graphic Arts)

- Construction Start: April 2018
- Construction Completion: September 2018

OVERVIEW:

Maintenance & Operations Building

- Construction is 55% complete.
- Roof and wall panels are complete.
- Parking and drives are 80% complete.
- Installing electrical, echanical and plumbing in the office area.
- Installing walls and doors.





BAND HALL ADDITIONS



Terry High School

SCHEDULE MILESTONES:

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



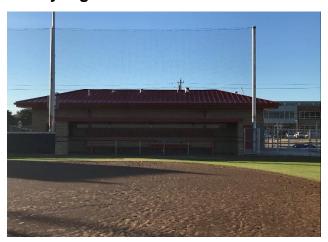
Lamar Consolidated High School

OVERVIEW:

- Lamar CHS site work is underway.
- Terry HS exterior paint is underway.
- Lamar CHS and Terry HS:
 - HVAC, electrical, interior finishes, and technology being installed.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: 3rd Quarter 2017
- Construction Completion: January 2018
- Grand Opening Celebration: February 1, 2018



- Concession building construction is complete.
- Bleachers and press boxes are complete.
- Dugouts are complete.
- Site paving is complete.
- Site fencing is complete.
- Currently working on punch list items.







NATATORIUMS

Foster High School | Fulshear High School | George Ranch High School



George Ranch High School



Foster High School



Fulshear High School

SCHEDULE MILESTONES:

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

- Wood deck roofing installed at George Ranch HS.
- CMU block walls being installed at Fulshear HS.
- Steel erected and Glu Lam beams set at Foster HS.





FOSTER HIGH SCHOOL WATER PLANT UPGRADES



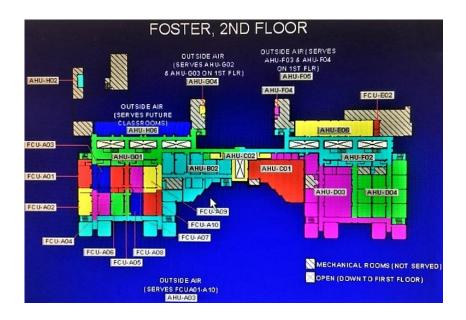
SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Drilling for the new water well is underway.
- Construction of the new water storage tank foundation is underway.
- Water tank concrete pad construction has begun.

HVAC WEB-BASED CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: July 18, 2017
- Construction Completion: February, 2018

- HVAC Controls are complete at all schools:
 - Foster HS and Field House, Briscoe JH and Central Plant, Campbell ES, Frost ES, Pink ES and Wessendorff MS
- Currently working on HVAC graphics for LCISD Energy Management.
- Currently working on punch list items.







ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

OVERVIEW:

- Cable installation is nearing completion at secondary schools.
- Bowie ES mock-up site to begin January 26.
- Elementary School cabling is being scheduled to begin.

SITE LIGHTING



SCHEDULE OVERVIEW:

- Current Phase: Construction
- Construction Start: 4th Quarter 2017
- Construction Completion: 2nd Quarter 2018

- Majority of fixtures have shipped.
- Installation of wallpacks is in progress.
- Parking Lot lights are being scheduled.





SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

FUTURE PROJECTS

OVERVIEW:

- 2014 Bond Sale 2 Remaining Project:
 - Morgan Elementary #28.

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Huggins Elementary School New Parent Drive New Lindsey Elementary School Pink Elementary School Repairs Chiller Replacement at six schools

Completed March 2016 Completed May 2017 Completed October, 2017 Completed November 2017 Completed November 2017

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. This project is now complete. Final payment is on this month's Board agenda for approval. 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. The chillers have been installed and punch list is complete

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has been awarded this project and contracts have been completed. Notice to proceed has been issued. Installation has begun.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Final payment was approved at the May Board Meeting. Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has completed final documents and RF Quotes have been received. Bowie Elementary School installation has started.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner Notice This project is now substantially complete and the school is using the facility.

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

The following changes took place during the month:

Trainees hired: 1
Drivers leaving department 2
Full time drivers hired: 7
Drivers waiting driving test 4
Bus aides hired: 0

Hiring Incentives Paid Employee Referer

Initial 5 2 Six Month 4 2

ACCIDENTS

We had the following on the road accidents during the month

Date Bus # Action Location

<u>Preventable</u>		<u>Experience</u>					
1/11/2018	T18	Hit from behind at a stop light	FM1093	Non	7 years		
1/24/2018	56	Minor hit and run by truck	FM2218	Non	3 years		
1/31/2018	76	Bus backed into a car	THS	Preventable	3 years		

ROUTING AND SCHEDULING

We have the following routes in operation

ROUTING								
TRACK	REG	SPED	MIDDAY	DISTRICT VANS	ALC	NUMBER OF DISPLACED STUDENTS		
BLUE	29	10	9	2		47		
RED	44	7	10	2		63		
GOLD	26	13	14	1	1	37		
MAROON	50	6	8			31		
PURPLE	20	2	4	1	1	11		
TOTAL	169	38	45	6	2	189		

TRAINING AND OTHER EVENTS

On January 8, the department had its final 4 hour in-service day for the year. A number of departmental issues were discussed, but the headliner was Special Agent J. Bagley from the Department of Homeland Security Transportation Safety Administration. Special Agent Bagley made a First Observer presentation to all our regular drivers and staff on recognition of possible threats to the department and area security. School bus safety and security remain a repeat topic for us at all training sessions. Monthly training events continued for all drivers and aides by track. Sessions were also held for flex drivers and BOSs (Bus Operations Specialists).

Field Trips

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	223	15,146	0	431	379
Fulshear	128	10,636	0	109	0

STUDENT DISCIPLINE

A total of 128 discipline reports were issued this month

VEHICLE MAINTENANCE

The maintenance department responded to 8 breakdowns where the bus needed attention or replacement on the road.

The electronic fuel controller is back in service and is generating a new report, providing usage breakdown by department and product.

LAMAR CISD TRANSPORTATION

Jan-18

			Number of Transactions	Qty	Amount
Account :	001		VOCATIONAL		
Product :	02	#2 Diesel	13	291.100	\$501.86
Account To	tals :			291.100	\$501.86
Account :	034		DISTRIBUTION		
Account .	034		DISTRIBUTION		
Product :	01	Unleaded	32	504.300	\$837.66
Account To	tals :			504.300	\$837.66
Account :	050		MAINTENANCE		
Product :	01	Unleaded	200	3596.100	\$5,973.12
Product :	02	#2 Diesel	24	254.200	\$438.26
Account To	tals :			3850.300	\$6,411.38
Account :	053		TECHNICAL SERVICES		
Product :	01	Unleaded	13	195.200	\$324.22
Account To	tals :			195.200	\$324.22
Account :	060		Transportation		
Product :	01	Unleaded	69	1113.600	\$1,849.71
Product :	02	#2 Diesel	1039	36400.100	\$62,753.70
Account To	tals :			37513.700	\$64,603.41
Account :	080		SECURITY		
Product :	01	Unleaded	35	452.400	\$751.43
Account To		00000	-	452.400	\$751.43
			Leoporpyion		
Account :	78		FOODSERVICE		
Product :	01	Unleaded	20	338.600	\$562.40
Account To	tals :			338.600	\$562.40

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

11.B.#7. – PLANNING BOARD REPORT FEBRUARY 15, 2018

INFORMATION ITEM: PROGRAM MANAGEMENT

Micki Morris with Morris and Grover will discuss with the Board approaches to project/program management of capital projects. The pros and cons of in-house vs. outsourcing Program Management will be discussed. The difference between Project Manager and Program Manager will also be discussed. The staff has consulted with Cy-Fair ISD and is working on the organization chart (staffing) that could address any changes to our current management of construction projects.

Resource Person: Dr. Thomas Randle, Superintendent