

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, February 20, 2020

7:00 PM

Kay Danziger, President • Kathryn Kaminski, Vice President • Mandi Bronsell, Secretary
Joe Hubenak • Alex Hunt • Jon Welch • Joy Williams

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
FEBRUARY 20, 2020
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Foshan International Exchange
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. January 14, 2019 - Special Meeting (Workshop) 6
 - B. January 16, 2019 - Regular Board Meeting 9
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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 - A. **Goal: Instructional**
 1. Consider approval of out-of-state student trip requests, including, but not limited to:
 - a. George Ranch High School Lariettes Dance Team 15
 - b. Terry High School Choir 16
 2. Consider approval of the updated Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District 17
 - B. **Goal: Planning**
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 2. Consider approval of budget amendment requests 25
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 - a. Diagnosticians' Week 28
 - b. Texas Public Schools Week 30
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 - a. Frost Elementary School 32

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12. CLOSED SESSION

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)
- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. | 198 |
| a. Approval of personnel recommendations for employment of professional personnel | |
| b. Employment of professional personnel (Information) | 199 |
| c. Employee resignations and retirements (Information) | 202 |
| 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property | |
| a. Land | |
| 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing. | |
| a. Any item listed on the agenda | |
| b. Discuss pending, threatened, or potential litigation, including school finance litigation | |

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 14th day of February 2020 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 14th day of January 2020, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special 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, Ms. Kay Danziger, at 6:30 p.m.

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. INFORMATION / WORKSHOP

2. A Discussion of January 16th Regular Board meeting agenda items

The Board reviewed the January 16th Regular Board Meeting Agenda items.

Minutes of Special Board Meeting January 14, 2020 – page 2

10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-2 Consider approval of application waiver for prekindergarten

Dr. Mossige presented to the Board.

Mr. Hunt asked if other districts in our area are doing the exemptions and will there be difficulty with hiring staff. Dr. Mossige said there is a teaching shortage; but we are optimistic, by beginning early we will be able to staff accordingly. Mr. Hunt asked what certification is needed. Dr. Bowen said the teacher certification would need to be EC-6. Mr. Hunt asked if the student workers will be paid if working through the marketing coop. Dr. Mossige said yes.

Ms. Danziger asked how was the transition at Seguin to the longer day and the transportation. Dr. Mossige said we had limited bumps, it was successful. Ms. Danziger asked if we are going to full day Pre-K at all schools. Dr. Mossige said it will be at most schools.

Ms. Kaminski asked when will the coop students start working. Dr. Mossige said it is offered in the 11th grade. Ms. Kaminski asked about the waiver where it says the ELCs do not have teachers that are certified to teach Pre-K. Dr. Mossige said by the State of Texas Standards, you must be certified to teach Pre-K in a system. You must hold a certification in EC-6 plus 1 of the 7 endorsements. Ms. Kaminski asked how it will affect the program if the ELCs do not have certified teachers. Dr. Randle said what would happen is the ELCs would have to employ teachers that meet that qualification, unless some districts may be able to send a teacher to that ELC. Ms. Kaminski asked if we discussed this approach. Dr. Mossige said that currently we have so many opportunities throughout our district to add, we would have to open up our current areas that have the space. Ms. Kaminski asked if an ELC has 2 certified teachers but not certified in early childhood, can they go on to get that certification. Dr. Mossige said yes, they would then be considered.

10. B GOAL: PLANNING

10. B-3 Consider approval of dual rear wheel work vehicles

Ms. Kaminski said she was looking at the chart and under the section labeled extent to which the goods or services meet the needs of the district, Classic Chevrolet had a higher score but they are not who is being recommended. Dr. Randle said they were close but Helfman was at a cheaper rate than Classic. Ms. Ludwig said there were a lot of factors that the team considered, but ultimately this is a weighted scoring matrix and the total points is the important piece as is the price.

Mr. Hunt asked if the products were the same vehicles. Ms. Ludwig said there were standard specifications that were given. Mr. Garrett said the goods and services are similar quality and felt the overall cost was the best benefit to the district. Mr. Hunt asked why is the price different if they are the exact same vehicle. Mr. Garrett said it probably comes down to personal preference, the ag teachers may prefer one over another. The overall cost won over that. Ms. Ludwig said that some of the vehicles have larger displays, which helps when they are backing up. This may have been a factor in their decision.

3. AUDIENCE TO PATRONS

None

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
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:05 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:51 p.m. No action taken.

ADJOURNMENT

The meeting adjourned at 7:51 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 16th day of January 2020, 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, Ms. Kay Danziger, at 7:00 p.m.

Members Present:

Kay Danziger	President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Members Absent:

Kathryn Kaminski	Vice President
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Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Chief of Staff
Kevin McKeever	Executive Director of Facilities & Planning
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

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

Minutes of Regular Board Meeting January 16, 2020 – page 5

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Lindsey Troutman, Director, College & Career Readiness

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. DECEMBER 17, 2019 – SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Williams and seconded by Ms. Bronsell that the Board of Trustees approve the minutes of the December 17, 2019 Special Meeting (Workshop). The motion carried unanimously.

B. DECEMBER 19, 2019 - REGULAR BOARD MEETING

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees approve the minutes of the December 19, 2019 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Mr. Hunt reported the Facilities Committee met and reported the status of projects in the District.

Ms. Bronsell reported the Finance Committee met and gave an update on the audit results.

Ms. Danziger attended and helped sponsor the dinner for Lunches of Love.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

9. Public Hearing - LCISD Accountability Performance Report for 2018-2019

The hearing was opened at 7:10 p.m. Mr. Brian Moore, Director of Research and Accountability, gave a presentation on the LCISD Accountability Performance Report for 2018-2019. There being no discussion, the hearing was closed to the public at 7:23 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-2; 10. B-1; and 10. B-3 – 10. B-13.

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

10. A GOAL: INSTRUCTIONAL

**10. A-1 Approval of out-of-state student trip requests, including, but not limited to:
a. George Ranch High School Speech and Debate**

Approved out-of-state travel for the George Ranch High School Speech and Debate to travel to Boston, Massachusetts from February 14 – 18, 2020.

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10. A-2 Approval of application waiver for prekindergarten

Authorized applying for a waiver for full-day prekindergarten (Pre-K) in the 2019 - 2020 school year.

10. B GOAL: PLANNING

10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending November 30, 2019. (See inserted pages 6-A – 6-F.)

10. B-3 Approval of dual rear wheel work vehicles

Approved the purchase of two (2) 2020 Ford F350 XLT Dual Rear Wheel Vehicles from Helfman Ford in the amount of \$92,580.

10. B-4 Ratification of Financial and Investment Report

Ratified the Financial and Investment Reports as presented.

10. B-5 Approval of budget amendment requests

Approved budget amendment requests. (See inserted page 6-G.)

10. B-6 Approval of Board Policies - Second Reading

Approved second reading of Localized Policy Manual Update 114. (See inserted pages 6-H – 6-LL.)

10. B-7 Approval of Board Policies - First Reading

- a. **CI(LOCAL)**
- b. **CRB(LOCAL)**

Approved on first reading CI (LOCAL) and CRB(LOCAL). (See inserted pages 6-MM – 6-NN.)

10. B-8 Approval of Board Calendar for 2020

Approved the proposed Board Calendar for 2020.

10. B-9 Approval of resolutions proclaiming:

a. Black History Month

Approved the attached resolution proclaiming February 2020 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 6-OO.)

b. Career and Technical Education Month

Approved the attached resolution proclaiming February 2020 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District. (See inserted page 6-PP.)

c. School Counselor Week

Approved the attached resolution proclaiming the week of February 3 -7, 2020 as “School Counselor Week” in the Lamar Consolidated Independent School District. (See inserted page 7-A.)

10. B-10 Approval of change order #1 and final payment for the multi-campus renovations at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary schools

Approved the change order #1 for the addition of nineteen (19) days for permitting delays and final payment of \$119,350 to Bass Construction for the multi-campus renovations at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary schools and authorized the Board President to sign the change order. (See inserted page 7-B.)

10. B-11 Approval of professional topographic surveying for the Jane Long Gymnasium renovations

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Jane Long Gymnasium renovations in the amount of \$5,800 and authorized the Board President to execute the agreement. (See inserted pages 7-C – 7-F.)

10. B-12 Approval of building technology systems for Tamarron Elementary School

Approved RockIT Consulting LLC. for installation of the building technology systems for Tamarron Elementary School in the amount of \$272,731 and authorized the Board President to sign the agreement. (See inserted pages 7-G – 7-J.)

10. B-13 Approval of HVAC modifications at Williams Elementary School

Approved Texas Air Systems, Inc. for the HVAC modifications to air handling unit #5 at Williams Elementary School in the amount of \$1,850 and authorized the Board President to execute the agreement. (See inserted pages 7-K – 7-N.)

10. B GOAL: PLANNING

10. B-2 Approval of the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2018-2019 year

Whitley Penn presented to the Board.

It was moved by Ms. Bronsell and seconded by Ms. Williams that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2018-2019 fiscal year as presented. The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Tax Collection Report

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- 11. A-2** **Payments for Construction Projects**
- 11. A-3** **Bond Update**
 - a. 2014**
 - b. 2017**
- 11. A-4** **School Resource Division Update**
- 11. A-5** **Proposed Budget Calendar**
- 11. A-6** **Advertising on school buses**
- 11. A-7** **District Improvement Plan Quarterly Update**

Mr. Rockwood, Dr. Terri Mossige, and Dr. Kathleen Bowen presented to the Board.

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
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:56 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:01 p.m.

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

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

Employed

Williams, Tracey	To be determined	Assistant Transportation Director Transportation
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12. A-1(d) Superintendent’s Evaluation and Contract

It was moved by Ms. Bronsell and seconded by Mr. Hunt that the Board of Trustees extend the Superintendent’s contract for one additional year.

Mr. Welch said that since he has been on the Board these last eight months, he has been out to the schools. He said he is very impressed with the amount of respect shown for Dr. Randle throughout the District. He said he is personally thankful for the respect he shows himself as well.

The motion carried unanimously.

Dr. Randle thanked the Board for their confidence, but acknowledged the fact that the entire team helps Lamar CISD be successful. He thanked his team for their support.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Musicals at Foster High, Fulshear High, and Terry High schools

ADJOURNMENT

The meeting adjourned at 9:04 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Lariettes Dance Team to travel to Los Angeles, California from March 11–15, 2021.

IMPACT/RATIONALE:

The George Ranch High School Lariettes Dance team request permission to travel by air to Los Angeles, California from March 11-15, 2021. The approximate cost per individual will be \$2,000, which includes the cost of air fare, meals, hotel, ticket fees, tuition, and ground transportation. Total cost of the trip is estimated to be \$80,000. Forty students are expected to participate, plus director and five chaperones. The expenses for the trip will be paid for by fundraising activities by the Lariettes Booster Club.

PROGRAM DESCRIPTION:

The George Ranch High School Lariettes will participate in a Disneyland Performing Arts workshop, as well as a masterclass at the Edge & Millennium Dance Studios in Los Angeles. The George Ranch Lariettes last traveled out-of-state to New York, New York in March 2018.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Andree Osagie, Assistant Superintendent of Secondary Education
 Ramiro Estrada, Director of Performing and Visual Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Terry High School Choir to travel to Orlando, Florida on March 8–11, 2021.

IMPACT/RATIONALE:

The Terry High School Choir requests permission to travel by air to Orlando, Florida on March 8-11, 2021. The approximate cost per individual will be \$1,500, which includes the cost of meals, hotel, ticket fees, and ground transportation. Total cost of the trip is estimated to be \$60,000. Approximately 40 students are expected to participate, plus the director and chaperones. The expenses for the trip will be paid for by fundraising activities by the Ranger Choir Booster Club.

PROGRAM DESCRIPTION:

The Terry High School Choir will participate in Walt Disney World's Disney Sings Program, where students will explore the world of the professional vocalist. Students examine the skills, attitudes, and high expectations required for Disney-quality performance excellence. Led by a professional Disney vocalist, the choir will record an excerpt from a Disney animated feature film's soundtrack. Then, students will experience the demands and exhilaration of a live performance as they quickly prepare music and choreography for a simulated Disney show. The trip includes visits to Disney World and Universal Studios. The Ranger Choir last traveled out-of-state to Orlando, Florida in March 2017.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Andree Osagie, Assistant Superintendent of Secondary Education
 Ramiro Estrada, Director of Performing and Visual Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE UPDATED MEMORANDUM OF UNDERSTANDING
BETWEEN HOUSTON GALVESTON INSTITUTE AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the updated Memorandum of Understanding between The Houston Galveston Institute (HGI) Counseling and Lamar Consolidated Independent School District for mental health services provided for students and families, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

To help minimize barriers to student success through mental health support and collaboration with current community resources.

PROGRAM DESCRIPTION:

HGI will provide counseling services for all age groups of students, which may from time to time include families, parenting groups, or workshops. If a need for certain age groups or certain issues arises, HGI will offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered by therapists on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administration staff regarding burn-out, or challenges in the classroom.

Updates to the MOU include the addition of a half-time unit, paid by Lamar CISD. This allows George Junior High School to have a designated full-time counselor, and to continue a half-time counselor designated to Navarro Middle School.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Special Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT
HOUSTON GALVESTON INSTITUTE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

SCHOOL YEAR 2019-2020

The Houston Galveston Institute (HGI Counseling), a private, 501(c)3 non-profit organization, was founded in 1977 to meet the demand for mental health professionals seeking to increase their understanding of families and their skills in systems-oriented therapy with individuals, couples, families, and groups. It has distinguished itself by its unique developments in brief therapy and has been acclaimed for a Collaborative Therapy approach which emphasizes the therapeutic relationship, the role of language, narrative and conversation in therapy, the not-knowing position, and the translation of these concepts into work with difficult life situations.

Our commitment is to serve people, not the categories that they are boxed into. We recognize the importance of these categories as labels that help professionals communicate with each other; however, they are not equivalent to a person's identity. This means that we work with people/children and young adults, who are typically considered chronic treatment failures, resistant, multi-problem and difficult, or children/students facing multiple challenges that are blocking their success at school. We regard people as possessing the strengths and expertise to manage personal and professional lives in a healthy, productive manner. We work with people in respectful, cooperative partnerships to access natural resources and competencies and to develop ways to address their concerns and solve problems. At HGI, we are determined to learn from our clients: what *they* think they need; what *they* would like to accomplish; and, how *we* can best be of help.

For forty years, HGI has served clients who are underserved and underprivileged in our community, offering sliding scales and pro bono services. HGI has a reputation of training respectful, caring, culturally competent and giving professionals, and of "doing what's needed" to respond to each individual's/family's situation. It is with these common values, which HGI shares with LCISD that we look forward to a strong and effective partnership to address the mental health needs of the students and underprivileged and underserved in the Lamar CISD.

COUNSELING SERVICES

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for certain age group or certain issues arise, HGI can offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. HGI's Fort Bend offices are resources for these services, as needed.

Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administrative staff regarding burn-out or challenges in the classroom.

The following are the specific services (and service providers) that are part of the HGI-LCISD partnership for the school year 2019-2020. They are separated into three categories related to the funding.

Covered by HGI Grants

- 1) Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Foster High School and George Ranch High School and Fulshear High School. The therapeutic services provided will consist of a hybrid format of tele-counseling and face-to-face counseling approximately 12 hours a week.
- 2) Lamar High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week.
- 3) Lamar Jr. High and Wessendorf Middle will both have onsite counseling provided by two part-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 4) Smith Elementary and Jane Long Elementary will both have onsite counseling provided by one full-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 5) ALC will will both have onsite counseling provided by one full-time counselor to assist with onsite support and transition support back to students home campus.

Covered by HGI and LCISD

- 6) Terry High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week. The cost will be mutually agreed upon for this contracted service and split between HGI and LCISD.

Covered by LCISD

- 7) Two additional schools (Navarro Middle School and George Jr. High) will be designated for counseling that will be paid for by LCISD, on a reimbursement schedule. These services will be provided by **one full-time counselor who will be designated to George Jr. High School, and one half-time counselor designated to Navarro Middle School.**

CLIENTS FEES AND PAYMENTS

There will be no cost to students, families, administration or teachers in need of counseling services, due to the generous support provided by LCISD and local foundations.

CLIENT CONFIDENTIALITY AND INFORMATION EXCHANGE

Confidentiality will be honored and maintained by HGI staff. All clinical records, including the session notes and intake forms, will be maintained and stored through PIMSY, HGI's online database. Upon written request, LCISD social workers or school system officials/management will be able to obtain these records from HGI with signed release of information forms. Our therapists and staff cannot answer phone calls or correspondence without first possessing the adequate documentation.

Upon the conclusion of the school year, LCISD will provide a written summary, giving narrative and other feedback, regarding the advantages and challenges that partnership with HGI provided, including suggestions for the future.

HGI will request and collect student performance data (attendance, grades and behavioral) from the appropriate school staff for each student, *with a release of information from their legal guardians*, periodically during their therapeutic relationship.

PROPOSED COST OF SERVICES

The following arrangements have been made to support the above positions/services.

HGI will absorb the cost for counseling services at Lamar High School, Foster High School, Fulshear High School, George Ranch High School, Lamar Jr. High and Wessendorf Middle School, Smith Elementary, Jane Long Elementary and ALC. HGI is responsible for writing, maintaining, and reporting of the grants and funds that support those schools.

HGI shares the cost of the full-time counselor at Terry High School, and pays the counselor directly, as does LCISD, for that position.

The new Red Track school position will be paid as agreed (i.e. monthly, quarterly). **Both the full-time and half-time therapists would be an employee of HGI, and LCISD would pay HGI for this therapist at the rate of \$60,000.00 (total for the school year) for the full-time position and \$30,000 (total for the school year) for the half-time position.**

This includes providing scheduled or walk-in counseling sessions (students, teachers, parents, families, or specialized groups), consultations with professionals onsite, and any other educational or training services. All positions will be supported by HGI supervisors and faculty, and additional clinicians and trainers may be invited to participate in special situations and circumstances.

MOU DURATION

This project will have a proposed duration of 12 months from September 1, 2019, and can be extended with the agreement of both parties.

Dr. Sue Levin
Houston Galveston Institute
Executive Director

Date

Dr. Thomas Randle
LCISD

Date

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 December 2019 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF JANUARY 2020 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 \$31,954,812 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	18,946,849
614	Employee Benefits	998,172
621	Professional Services	120,570
622	Tuition and Transfer Payments	10,793
623	Education Services Center	56,778
624	Contracted Maintenance and Repair Services	1,061,232
625	Utilities	719,958
626	Rentals and Operating Leases	347,832
629	Miscellaneous Contracted Services	354,792
631	Supplies and Materials for Maintenance and Operations	331,916
632	Textbooks and Other Reading Materials	99,382
633	Testing Materials	66,541
634	Food Service	564,461
639	General Supplies and Materials	3,033,335
641	Travel and Subsistence -- Employee and Student	65,986
642	Insurance and Bonding Costs	10,746
649	Miscellaneous Operating Costs/Fees and Dues	53,563
659	Other Debt Services Fees	2,250
661	Land Purchase and/or Improvements	34,893
662	Building Purchase, Construction, and/or Improvements	4,998,687
663	Furniture & Equipment - \$5,000 or more per unit cost	72,154
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,922
	Total	31,954,812

PROGRAM DESCRIPTION:

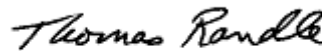
The report above represents all expenditures made during the month of January 2020. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF JANUARY 31, 2020**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,435,272.00	145,413,349.00	(27,021,923.00)	84.3%
5800-STATE PROGRAM REVENUES	142,094,922.00	62,421,785.00	(79,673,137.00)	43.9%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	963,258.00	(3,461,742.00)	21.8%
TOTAL- REVENUES	318,955,194.00	208,798,392.00	(110,156,802.00)	65.5%
EXPENDITURES				
6100-PAYROLL COSTS	269,428,702.00	106,002,473.00	163,426,229.00	39.3%
6200-PROFESSIONAL/CONTRACTED SVCS.	28,891,293.00	9,293,866.00	19,597,427.00	32.2%
6300-SUPPLIES AND MATERIALS	15,956,137.00	5,666,164.00	10,289,973.00	35.5%
6400-OTHER OPERATING EXPENDITURES	6,055,546.00	2,579,764.00	3,475,782.00	42.6%
6600-CAPITAL OUTLAY	1,875,574.00	310,703.00	1,564,871.00	16.6%
TOTAL-EXPENDITURES	322,207,252.00	123,852,970.00	198,354,282.00	38.4%

**Local Investment Pools
as of January 31, 2020**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,207,043.62	1,575,000.00	0.00	3,190.07	3,785,233.69
General Account	25,010,187.38	113,249,761.13	21,443,937.50	29,339.93	116,845,350.94
Health Insurance	3,523,661.07	1,527,270.83	2,250,000.00	4,848.22	2,805,780.12
Workmen's Comp	36,532.09	41,666.67	50,000.00	65.52	28,264.28
Property Tax	51,061,513.46	127,755,778.81	154,111,323.46	181,528.65	24,887,497.46
Vending Contract Sponsor	303,000.01	0.00	0.00	409.80	303,409.81
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,060,823.88	0.00	0.00	1,434.74	1,062,258.62
Student Activity Funds	36,889.71	0.00	0.00	49.89	36,939.60
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	220,441.43	0.00	0.00	298.15	220,739.58
Common Threads Donation	56,116.95	0.00	0.00	75.85	56,192.80
Debt Service 2012A	13,058.64	4,145,540.98	0.00	199.03	4,158,798.65
Debt Service 2012B	9,158.28	3,055,988.00	0.00	146.05	3,065,292.33
Debt Service 2014A	4,388.90	984,823.83	0.00	48.98	989,261.71
Debt Service 2014B	4,043.68	1,215,923.11	0.00	58.69	1,220,025.48
Debt Service 2013	5,044.40	1,681,333.23	0.00	80.37	1,686,458.00
Debt Service 2013A	151,439.35	3,102,199.31	0.00	340.51	3,253,979.17
Debt Service 2015	33,385.51	11,573,508.97	0.00	551.44	11,607,445.92
Debt Service 2016A	8,780.31	2,642,975.73	0.00	127.50	2,651,883.54
Debt Service 2016B	2,311.12	695,033.32	0.00	33.51	697,377.95
Debt Service 2017	7,218.13	2,171,401.16	0.00	104.77	2,178,724.06
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,999,812.65	7,155,395.22	0.00	4,370.24	10,159,578.11
Capital Projects 2018	32,195,503.15	0.00	716,136.20	43,500.89	31,522,867.84
Capital Projects 2019	48,640,294.54	0.00	24,381.74	65,783.79	48,681,696.59
Debt Service 2019	12,421.59	2,437,439.47	0.00	123.44	2,449,984.50
Debt Service Capitalized Interest 2019	3,011,720.80	0.00	0.00	4,073.33	3,015,794.13
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,291.34	0.00	0.00	7.10	5,298.44
Workers' Comp	422,174.05	0.00	0.00	566.26	422,740.31
Property Tax Fund	33,891.81	0.00	0.00	45.46	33,937.27
General Fund	2,727,266.27	0.00	0.00	3,658.06	2,730,924.33
Food Service Fund	95,364.58	0.00	0.00	127.91	95,492.49
Debt Service Series 1996	323.26	0.00	0.00	0.43	323.69
Capital Project Series 1998	738.38	0.00	0.00	0.99	739.37
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	404.78	0.00	0.00	0.54	405.32
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.95	0.00	0.00	0.02	17.97
Capital Projects 2015	53.73	0.00	0.00	0.07	53.80
Debt Service Series 2015	380.54	0.00	0.00	0.51	381.05
Capital Projects 2017	3,003,819.99	0.00	2,954,700.77	1,731.17	50,850.39
Capital Projects 2018	75,776,323.10	0.00	83,390.41	101,559.04	75,794,491.73
Debt Service Series 2018	4,620,510.93	0.00	0.00	6,197.45	4,626,708.38
Capital Projects 2019	30,117,897.38	0.00	0.00	40,396.88	30,158,294.26
MBIA Texas CLASS Fund					
General Account	16,362,807.80	0.00	0.00	25,771.78	16,388,579.58
Capital Project Series 1998	964.66	0.00	0.00	1.54	966.20
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	2,846,602.83	0.00	0.00	4,483.45	2,851,086.28
Debt Service 2015	827.39	0.00	0.00	1.27	828.66
Capital Projects 2017	19,062,854.64	0.00	0.00	25,968.56	19,088,823.20
Capital Projects 2019	15,066,734.20	0.00	0.00	23,730.42	15,090,464.62
TEXSTAR					
Capital Projects Series 2007	782.95	0.00	0.00	0.97	783.92
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,020,633.81	0.00	0.00	1,344.76	1,021,978.57
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,838.58	0.00	0.00	6.40	4,844.98
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,646.54	0.00	0.00	3.45	2,649.99
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	10,972,457.84	0.00	0.00	14,457.02	10,986,914.86
Capital Projects 2018	86,941,502.23	0.00	0.00	114,551.95	87,056,054.18
Debt Service 2018	3,717,975.08	0.00	0.00	4,898.73	3,722,873.81
Debt Service 2019	3,011,312.10	0.00	0.00	3,967.63	3,015,279.73
Capital Projects 2019	37,139,516.06	0.00	0.00	48,934.12	37,188,450.18
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,060,984.14	0.00	0.00	1,446.98	1,062,431.12
Capital Projects Series 2008	148.59	0.00	0.00	0.20	148.79
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,287.41	0.00	0.00	151.77	111,439.18
Capital Projects Series 2014B	578,855.86	0.00	0.00	789.45	579,645.31
Debt Service 2015	114.33	0.00	0.00	0.16	114.49
Capital Projects 2015	6,390,403.51	0.00	261,124.59	8,697.50	6,137,976.42
Capital Projects 2017	138.21	0.00	0.00	0.19	138.40
Capital Projects 2018	33,058,307.33	0.00	3,557,178.53	43,040.08	29,544,168.88
Debt Service 2018	1,860,020.48	0.00	0.00	2,536.71	1,862,557.19
Capital Projects 2019	15,060,394.32	0.00	0.00	20,539.46	15,080,933.78

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.59	\$340,783.36
LONE STAR ACCOUNT INTEREST	1.58	\$154,291.89
MBIA TEXAS CLASS ACCOUNT INTEREST	1.86	\$79,957.02
TEXSTAR ACCOUNT INTEREST	1.55	\$188,165.03
TEXAS TERM/DAILY ACCOUNT INTEREST	1.61	\$77,202.50
TOTAL CURRENT MONTH EARNINGS		\$840,399.80
EARNINGS 9-01-19 THRU 12-31-19		\$3,027,156.30
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$3,867,556.10

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 16.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Foster High School is requesting two budget changes:

The first budget change is to pay for security for after-school and extra-curricular events through June 2020.

199-11	Classroom Instruction	(2,500.00)
199-52	Security & Monitoring Services	2,500.00

The second budget change is to purchase supplies for choir students.

199-13	Curriculum and Inst. Staff Development	(1,000.00)
199-36	Co-curricular/Extra-curricular Activities	1,000.00

Leaman Junior High School is requesting a budget change for pay for staff to attend Texas Association for the Gifted and Talented training.

199-11	Classroom Instruction	(61.00)
199-13	Curriculum and Inst. Staff Development	61.00

Bentley Elementary is requesting a budget change to pay for staff to attend The Rockin' Review Conference.

199-11	Classroom Instruction	(2,100.00)
199-13	Curriculum and Inst. Staff Development	2,100.00

Culver Elementary is requesting a budget change to pay for the administrative team to attend The Breakthrough Coach training.

199-13	Curriculum and Inst. Staff Development	(427.00)
199-23	School Leadership	427.00

Seguin Early Childhood Center is requesting a budget change to purchase bilingual student supplies.

199-13	Curriculum and Inst. Staff Development	(3,581.00)
199-11	Classroom Instruction	3,581.00

The Elementary Education Department is requesting a budget change to pay for a part time Instructional Coach at Meyer Elementary.

199-23	School Leadership	(6,000.00)
199-11	Classroom Instruction	6,000.00

The Performing and Visual Arts Department is requesting a budget change to move unused travel funds to purchase musical instruments due to growth.

199-36	Co-curricular/Extra-curricular Activities	(71,491.00)
199-11	Classroom Instruction	71,491.00

The Office of the Chief Financial Officer and Support Services Departments are requesting a budget amendment to increase the budget to move portable building to Beasley Elementary due to student growth. This amount includes costs for instructional supplies, moving expenses, canopies, ramp and deck, fire alarms, communications, security, technology and electricity.

199-11	Classroom Instruction	14,890.00
199-51	Plant Maintenance & Operations	40,000.00
199-52	Security & Monitoring Services	13,420.00
199-53	Data Processing Services	6,160.00

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming March 2– 6, 2020 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, Chief of Staff
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **Diagnosticians' Week** has historically been proclaimed by the Governor of Texas to be recognized throughout Texas during the first full week of March; 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 2 – 6, 2020** 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 20th day of February 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEXAS PUBLIC SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of March 2 - 6, 2020 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 2020. 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, Chief of Staff
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

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 60 years, the observance of **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 **Texas Public Schools Week**, March 2 – 6, 2020, and urges all citizens recognize the impact public education has had in raising past, present and future generations of Texans.

Adopted this 20th day of February 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

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:

Frost PTO donated \$5,145 to purchase Math Mastery workbooks for Frost Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER ADOPTION OF 2020-2021 STUDENT/STAFF
INSTRUCTIONAL CALENDAR**

RECOMMENDATION:

That the Board of Trustees approve the student/staff instructional calendar for 2020-2021, as recommended by the Districtwide Student Improvement Council (DSIC).

IMPACT/RATIONALE:

In October, the Board of Trustees received an information item outlining how the DSIC—a Districtwide committee of teachers, parents, community members and administrators—would be making the 2020-2021 instructional calendar recommendation. Except for the 2019-2020 instructional calendar—which utilized a parent and staff survey—the annual instructional calendar has traditionally been reviewed, discussed and recommended by the DSIC.

At a meeting held on December 3, the DSIC reviewed one calendar proposal developed by the administration which replicated the current 2019-2020 calendar. The DSIC members were asked to discuss the proposal with their campus staff/communities and to submit any new recommendations. Three additional recommendations were submitted, all of which added a small number of minutes to the instructional day. On January 14, the four calendar options were shared electronically with the DSIC members to review and consult with their campus staff/communities.

The DSIC met again on February 4 to vote on the option recommended by each member and their campus staff/communities. Option B was the calendar option selected to bring to the Board for approval with 36 votes. Option A received 9 votes. Option C received 6 votes. Option D did not receive any votes.

Calendar Option B adds 15 minutes to the end of the elementary school day and 10 minutes to the end of the secondary school day. This provides additional minutes of instruction prior to state assessments and allows the District to end the school year in May. Attached you will find a copy of Calendar Option B, along with associated details.

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, Chief of Staff

Recommended for approval:



Dr. Thomas Randle
Superintendent

2020-2021



A PROUD TRADITION | A BRIGHT FUTURE

- Student and Staff Holiday
- Staff Development and Student Holiday
- Workday/Student Holiday
- () Six/Nine Weeks Begins/Ends
- ▲ New Teacher Staff Development Day
- 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. 7 • Labor Day
- Sept. 25 • Fort Bend Fair Day
- Nov. 23-27 • Thanksgiving Break
- Dec. 21 - Jan. 1 • Winter Break
- Jan. 18 • MLK Day
- March 15-19 • Spring Break
- April 1 • Easter Break
- May 31 • Memorial Day

Staff Development & Student Holidays

- August 4-6 (New Teachers)
- August 7-19, January 4, April 2

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 173

Bell Schedules

- Elementary 7:30 a.m. – 2:55 p.m.
- Secondary 8:15 a.m. – 3:40 p.m.

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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AUGUST						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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JANUARY						
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31						

FEBRUARY						
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MARCH						
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APRIL						
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24	25	26	27	28	29	30

MAY						
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30	31					

JUNE						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



A PROUD TRADITION | A BRIGHT FUTURE

- Student and Staff Holiday
- Staff Development and Student Holiday
- Workday/Student Holiday
- Ⓞ Six/Nine Weeks Begins/Ends
- ▲ New Teacher Staff Development Day
- 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. 7 • Labor Day
- Sept. 25 • Fort Bend Fair Day
- Nov. 23-27 • Thanksgiving Break
- Dec. 21 - Jan. 1 • Winter Break
- Jan. 18 • MLK Day
- March 15-19 • Spring Break
- April 1 • Easter Break
- May 31 • Memorial Day

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Staff Development & Student Holidays

- August 4-6 (New Teachers)
- August 7-19, January 4, April 2

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 173

Bell Schedules

- Elementary 7:30 a.m. – 2:55 p.m.
- Secondary 8:15 a.m. – 3:40 p.m.

DSIC Recommendation - Proposed Calendar B

2020-2021

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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AUGUST						
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23	24	25	26	27	28	29
30	31					

SEPTEMBER						
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27	28	29	30			

OCTOBER						
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18	19	20	21	22	23	24
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NOVEMBER						
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15	16	17	18	19	20	21
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DECEMBER						
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27	28	29	30	31		

JANUARY						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
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21	22	23	24	25	26	27
28						

MARCH						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DSIC RECOMMENDATION - PROPOSED CALENDAR B

Instructional Days = 173

- First: August 24, 2020
- Last: May 27, 2021

Start and End Times (Bell Schedule):

- Elementary: 7:30am – 2:55pm
- Secondary: 8:15am – 3:40pm

Teacher Scheduled Work Days = 187

- First: August 7, 2020
- Last: May 28, 2021 (Unless May 29 is needed as a make-up day)

Report Times – Elementary

- Teachers 7:15am – 3:30pm
- Office Staff 7:15am – 3:45pm

Report Times – Secondary

- Teachers 8:00am – 4:15pm
- Office Staff 7:45am – 4:15pm

2 'built-in' Bad Weather Make-Up days without using designated make-up days

2 half days could be used without using Staff Development Waiver minutes

**CONSIDER APPROVAL OF LAMAR CISD ATTENDANCE BOUNDARY COMMITTEE
RECOMMENDATIONS FOR TAMARRON ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve the 2019-2020 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Tamarron Elementary and to allow grandfathering of 5th-grade students for the 2020-2021 school year, as presented.

IMPACT/RATIONALE:

The 2019-2020 ABC met on January 6 and 13 to consider administrative recommendations for the attendance boundary lines for Tamarron Elementary. This campus is in the Tamarron subdivision. Following discussion, the ABC brought Option 1 for public input.

A public meeting was held on January 30 at Lindsey Elementary. Flyers were sent home with all Lindsey Elementary 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 3. No changes were made to the zoning recommendation after the public input meeting.

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 Lindsey.

Submitted by: Mike Rockwood, Chief of Staff
Lindsey Sanders, Director of Community Relations

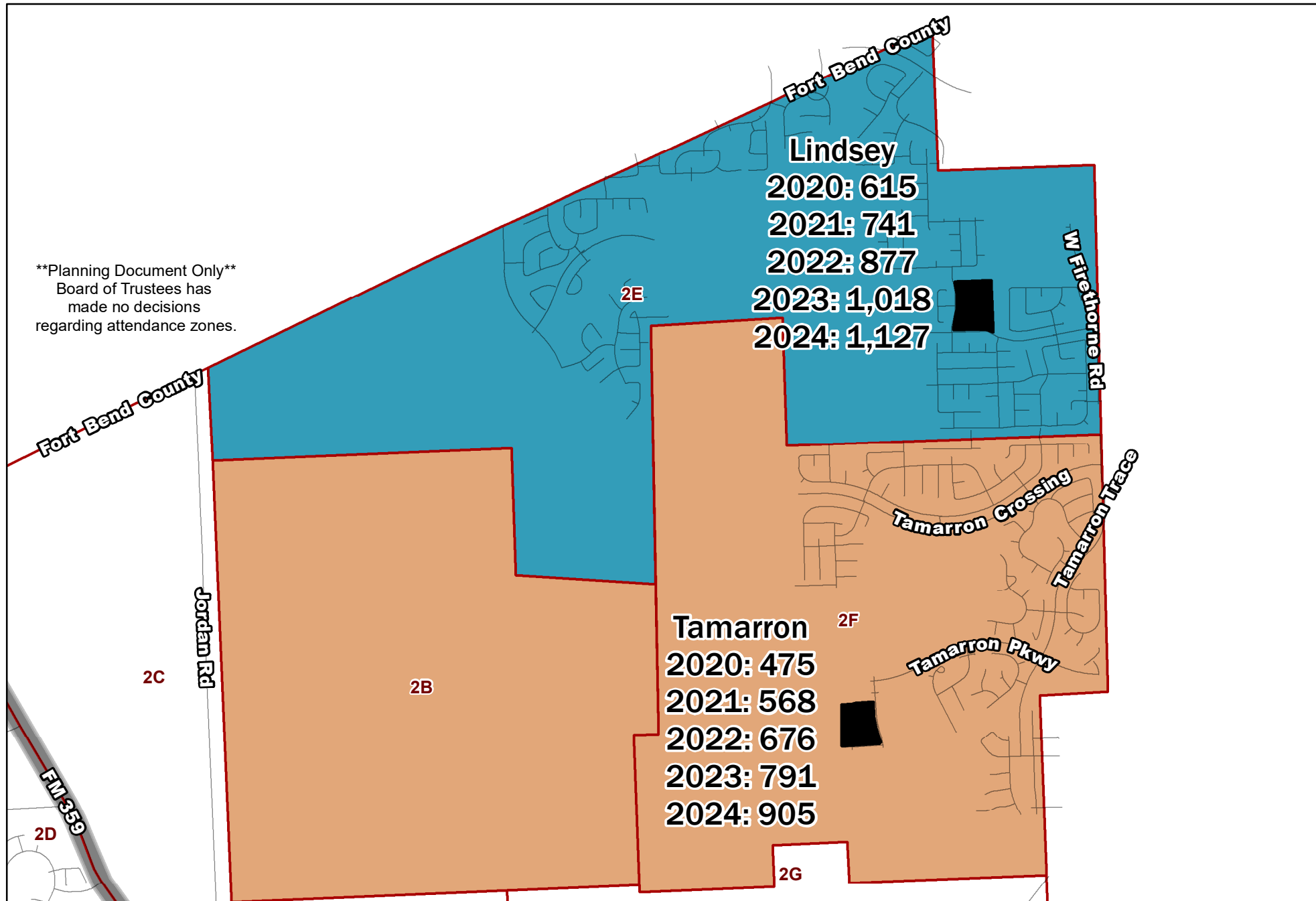
Recommended for approval:



Dr. Thomas Randle
Superintendent

Tamarron Elementary ABC

Recommendation to the Board 2-3-20



**CONSIDER APPROVAL OF THE ESTABLISHMENT OF A LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution of the Lamar Consolidated Independent School District to create a police department and provide the Superintendent of schools with the authority to file the necessary documents with the Texas Commission on Law Enforcement, negotiate and sign any necessary MOU, and approve any police department procedures, as necessary.

IMPACT/RATIONALE:

On January 22, 2020, the Lamar Consolidated Independent School District received notice from the Rosenberg Police Department that on January 21, 2020, the Rosenberg City Council took formal action to provide notice to the District that police services will terminate as of July 2, 2021. Because of this notification, the District has created the attached resolution and tentative timeline to ease the transition from contracted police services to the establishment of our own police force.

Submitted by: Mike Rockwood, Chief of Staff
 Dallis Warren, School Safety Coordinator

Recommended for approval:



Dr. Thomas Randle
Superintendent

RESOLUTION OF THE LAMAR CONSOLIDATED ISD TO ESTABLISH A POLICE DEPARTMENT

Whereas, the Board of Trustees of the Lamar Consolidated ISD (LCISD or “the District”) finds that local law enforcement jurisdictions are unable to provide law enforcement personnel in sufficient numbers required to meet the District’s growing safety and security needs; and

Whereas, the District has determined that it requires the consistent presence of trained, skilled law enforcement personnel to provide for the safety and security for all District students and staff; and

Whereas, the Texas legislature has authorized Texas school districts to employ security personnel and commission police officers as provided for in Texas Education Code 37.081; and

Whereas, the Texas legislature has also authorized Texas school boards of trustees to authorize commissioned police officers to carry weapons.

Be it resolved, that the LCISD Board of Trustees hereby authorizes the creation of the Lamar Consolidated Independent School District Police Department; and

Be it further resolved that

1. the jurisdiction of the Lamar Consolidated ISD Police Department shall include all territory in the boundaries of the District and all property outside of the District that is owned, leased, rented by, or otherwise under the control of, the District; and
2. the District may employ commissioned peace officers who shall be Licensed by the Texas Commission on Law Enforcement carry weapons, and within LCISD’s jurisdiction, shall have all the powers, privileges, and immunities specified in Texas Education Code Section 37.081(b); and
3. LCISD peace officers may provide assistance to other law enforcement agencies; and
4. LCISD peace officers shall perform law enforcement duties for the District as determined by the Board of Trustees, including protecting (a) the safety and welfare of any person in the jurisdiction of the peace officer, and (b) District property; and
5. LCISD Board of Trustees authorizes the Superintendent to file any documents necessary to establish the Lamar Consolidated ISD Police Department with the Texas Commission on Law Enforcement; negotiate and execute memorandums of understanding with one or more law enforcement agencies with which the District has overlapping jurisdiction outlining reasonable communications and coordination efforts between the departments and agencies; approve all law enforcement policies/procedures, including the duties of peace officers and the scope of on-duty and off-duty law enforcement activities; and ensure that all District peace officers execute and file bonds as required by law.

Passed this _____ day of _____, 2020.

Kay Danziger, President,
Lamar Consolidated ISD Board of
Trustees

Attest: _____
Mandi Bronsell, Secretary
Lamar Consolidated ISD Board of
Trustees

2019 – 2020 Tentative Timeline for Establishing Lamar CISD Police Department

February 20	Action Item (Resolution) with Timeline to Board
March 2-31	Benefits presentations - TRS, TMRS, HR, Insurance etc. Complete agency initial policies Establish physical facility Crossing Guard discussions with the City of Rosenberg*
March 19	Action Item to revise Board Policy CKE (LEGAL) and CKE (LOCAL), if needed
April 1-30	Budget development Complete all necessary MOU's with local jurisdictions Submit application to TCOLE for police agency Request ORI number from Tx DPS
May 1-29	Purchasing of RMS and body cameras** CJIS access**
June 1-30	Public safety radio programming** On-boarding
July 6-31	Branding of vehicles, badges, uniforms, etc.
August 3-31	Start Up

*Crossing guards: Although not a part of the contract for SRO's these may need to be moved to District employees (Rosenberg budgets these positions with the SRO's).

**Delays in these areas will result in a delay to initial start-up in August; next recommended start-up date would be January 1

**CONSIDER RETAIL SALES INTERLOCAL AGREEMENT FOR ELECTRICITY
WITH THE TASB ENERGY COOPERATIVE**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to execute a retail sales interlocal agreement for electricity with the TASB Energy Cooperative beginning June 1, 2023.

IMPACT/RATIONALE:

The District current base rate per kWh is \$0.04242 with transmission and distribution charges added to determine net cost per kWh with Cavallo through May 2023.

Current market rates for electricity in Texas are now at a historic low. Based upon current market rates, Lamar Consolidated Independent School District projects a considerable savings over our current rate. The new projected rate negotiated through the TASB Energy Cooperative with provider Direct Energy is approximately 0.03375 cents per KWH. Administration is recommending a retail sales interlocal agreement for electricity from the TASB Energy Cooperative under Texas Education Code Section 44.031. The agreement will be for 96 months. The negotiated agreement will be presented to the trustees at the board meeting. The final rate will lock in at execution of contract.

Based on the current rate environment and yearly kWh load pricing for an eight-year term, the District should be able to secure savings of approximately \$5,200,000.

Submitted by: Christopher Juntti, Interim Deputy Superintendent of Support Services
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



TASB Energy Cooperative Member :

Lamar Consolidated Independent School District

Date:	2/11/2020	Current Contract Rate (cents/kWh)	4.242
Contract Start Date:	Jun-23	Estimated Current Spend	\$3,166,526
Projected Annual Usage (kWh):	74,647,000		

Terms	Price (Cents/kWh)	Estimated Annual Savings	Estimated Term Savings
12 Month	3.785	\$ 341,137	341,137
24 Month	3.680	\$ 419,516	839,032
36 Month	3.615	\$ 468,037	1,404,110
48 Month	3.530	\$ 531,487	2,125,947
60 Month	3.480	\$ 568,810	2,844,051
72 Month	3.440	\$ 598,669	3,592,014
84 Month	3.405	\$ 624,795	4,373,568
96 Month	3.375	\$ 647,189	5,177,516

*Almost \$650k in Annual Savings

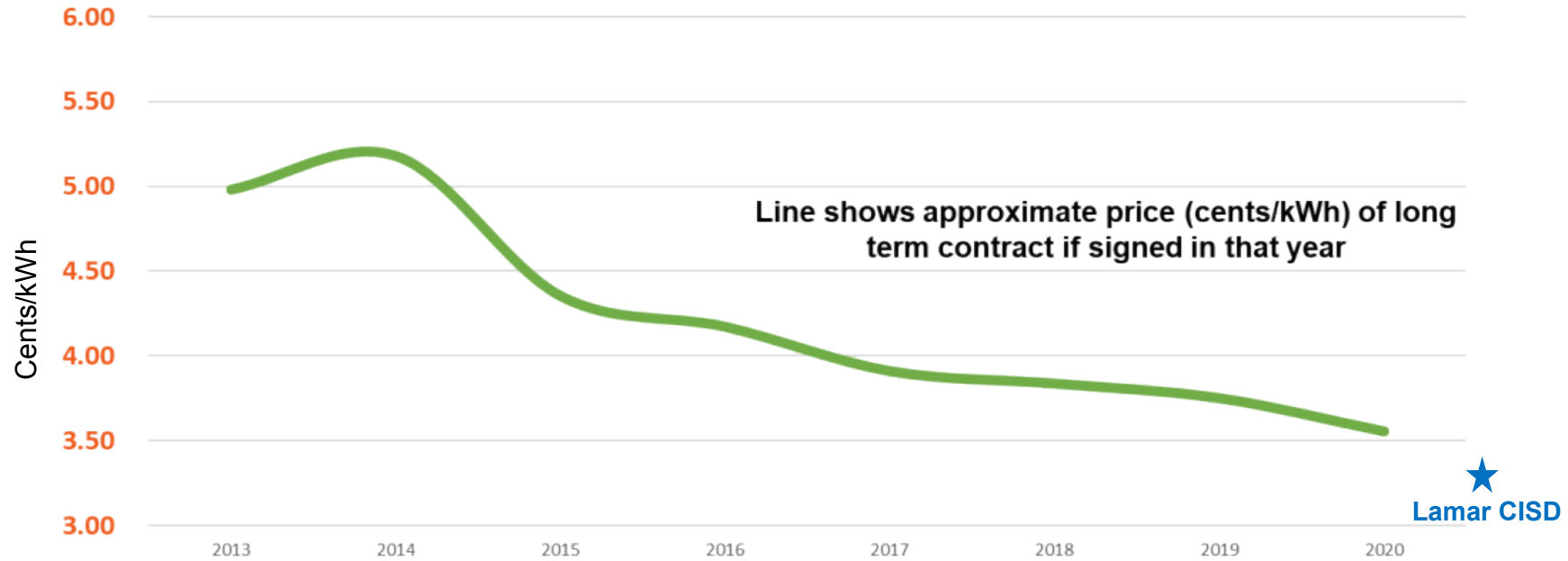
Fixed Energy Price Includes:

- Wholesale Price of Energy
- TDSP Line Losses
- Ancillary Services
- Qualified Scheduling Entry Fees
- ERCOT ISO Fees
- Nodal Charges

Pass-Through Costs Include:

- Sales Tax (if applicable)
- Gross Receipts Tax (if applicable)
- Public Utility Assessment (PUCA)
- Nodal Congestion

Note: Prices reflected in this pricing summary are indicative only and shall not be binding on Direct Energy in the absence of a Commercial Electricity Service Agreement and Attachment B signed by both parties.



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We are at historically low levels!

- In 2014 you could have signed a long term contract averaging over 5 cents/kWh
- In 2020 you can sign a 10 year contract around 3.5 cents/kWh
- Lamar CISD has a start date in 2023 and can sign a 8 year contract around 3.3 cents/kWh

**Prices derived from historical pricing data*

Contract Account	ESIID	Facility ID	Service address	Bill Number
5213000805	1008901023804454970200	1	2601 1/3 FM 2919 RD BEASLEY TX 77417	B1911070064
5213000806	1008901023810347740200	2	2635 1/3 FM 2919 RD BEASLEY TX 77417	B1911070065
5213000807	1008901023800334150200	3	1441 1/3 BAND RD ROSENBERG TX 77471	B1911070066
5213000808	1008901023810137740200	4	5115 1/3 MUSTANG AVE ROSENBERG TX 77471	B1911070067
5213000809	1008901023814941950104	5	3602 RANSOM RD RICHMOND TX 774696413	B1911070068
5213000810	1008901011765889600100	6	907 MAIN ST RICHMOND TX 77469	B1911070069
5213000811	1008901023805957350100	7	5201 MUSTANG AVE ROSENBERG TX 774712155	B1911070070
5213000812	1008901000158920017100	8	5500 AVENUE N ROSENBERG TX 77471	B1911070071
5213000813	1008901023816724550105	9	402 MACEK RD RICHMOND TX 77469	B1911070072
5213000814	1008901023809509080100	10	1000 SHADOW BEND DR SUGAR LAND TX 77479	B1911070073
5213000815	1008901023900349830109	11	8101 FM 762 RD RICHMOND TX 77469	B1911070074
5213000816	1008901024900349070109	12	8181 FM 762 RD RICHMOND TX 77469	B1911070075
5213000817	1008901000144750015100	13	305 FM 1640 ROSENBERG TX 77471	B1911070076
5213000818	1008901000663340016100	14	4601 AIRPORT AVE ROSENBERG TX 774715533	B1911070077
5213000819	1008901023810119760100	15	4300 FM 723 RICHMOND TX 77406	B1911070078
5213000820	1008901020900119950107	16	7300 S MASON RD RICHMOND TX 77407	B1911070079
5213000821	1008901023809509120100	17	3306 SKINNER LN RICHMOND TX 774697681	B1911070080
5213000822	1008901023810119790100	18	4400 FM 723 RD RICHMOND TX 77406	B1911070081
5213000823	1008901001900120190107	19	4240 FM 723 RD ROSENBERG TX 774717986	B1911070082
5213000824	1008901022900312400109	20	11344 RANCHO BELLA PKWY RICHMOND TX 77406	B1911070083
5213000825	1008901022900439770110	21	9200 CHARGER WAY FULSHEAR TX 77441	B1911070084
5213000826	1008901023811314620100	22	4010 FM 723 RD ROSENBERG TX 77471	B1911070085
5213000827	1008901011900191440108	23	75 HUGGINS A FULSHEAR TX 77441	B1911070086
5213000828	1008901033739899900100	24	1 HUGGINS FULSHEAR TX 774410000	B1911070087
5213000829	1008901003746022015100	25	7511 AVENUE J BEASLEY TX 774176058	B1911070088
5213000830	1008901005845766310100	26	2635 FM 2919 RD BEASLEY TX 77417	B1911070089
5213000831	1008901005845766333100	27	2601 FM 2919 RD BEASLEY TX 774170000	B1911070090
5213000832	1008901023815159810104	28	2601 FM 2919 RD A BEASLEY TX 77417	B1911070091
5213000833	1008901004746451374100	29	1930 J MEYER RD RICHMOND TX 774699452	B1911070092
5213000835	1008901011900070850107	30	1930 J MEYER RD A RICHMOND TX 774699452	B1911070093
5213000836	1008901016900252440108	31	6822 IRBY COBB BLVD RICHMOND TX 77469	B1911070094
5213000837	1008901023800526420100	32	1441 BAND RD ROSENBERG TX 774718687	B1911070095
5213000838	1008901008750831200100	33	2304 BAMORE RD ROSENBERG TX 774714906	B1911070096
5213000839	1008901023805659030100	34	301 3RD ST ROSENBERG TX 774711838	B1911070097
5213000840	1008901008750938400100	35	4411 AIRPORT AVE ROSENBERG TX 774710000	B1911070098
5213000841	1008901023810031420100	36	2730 B F TERRY BLVD ROSENBERG TX 774715649	B1911070099
5213000842	1008901023810439390100	37	301 1/2 3RD ST ROSENBERG TX 77471	B1911070100
5213000843	1008901008750880010100	38	1608 AVENUE M ROSENBERG TX 774713317	B1911070101
5213000844	1008901010765010405100	39	3911 AVENUE I ROSENBERG TX 774713901	B1911070102
5213000845	1008901009763083400100	40	2700 AVENUE K ROSENBERG TX 774713743	B1911070103
5213000846	1008901009763083450100	41	2611 AVENUE N ROSENBERG TX 774714505	B1911070104
5213000847	1008901010763495000100	42	2100 LAMAR DR RICHMOND TX 774690000	B1911070105
5213000848	1008901008750938420100	43	4924 AVENUE N ROSENBERG TX 774714579	B1911070106
5213000849	1008901009763303999100	44	4700 AVENUE N ROSENBERG TX 774715500	B1911070107
5213000850	1008901009763329700100	45	3809 AVENUE N ROSENBERG TX 774713900	B1911070108
5213000851	1008901023804240910100	46	5115 MUSTANG AVE ROSENBERG TX 774710000	B1911070109
5213000852	1008901023805223210100	47	5500 AVENUE N #1 ROSENBERG TX 774715652	B1911070110
5213000859	1008901023816988610105	48	5114 MUSTANG AVE ROSENBERG TX 77471	B1911070111
5213000860	1008901023816988620105	49	5110 MUSTANG AVE ROSENBERG TX 77471	B1911070112
5213000861	1008901011765891400100	50	500 S 9TH ST RICHMOND TX 774693438	B1911070113
5213000862	1008901010765025070100	51	117 LANE DR #14 ROSENBERG TX 774712263	B1911070114
5213000863	1008901010765110300100	52	710 COLLINS RD RICHMOND TX 774692731	B1911070115

5213000864	1008901010765110360100	53	606 COLLINS RD RICHMOND TX 774692729	B1911070116
5213000865	1008901011765116190100	54	605 MABEL ST RICHMOND TX 774692715	B1911070117
5213000866	1008901011765897780100	55	704 HOUSTON ST RICHMOND TX 774693413	B1911070118
5213000867	1008901011766462880100	56	5111 FM 762 RD RICHMOND TX 774699312	B1911070119
5213000868	1008901020900332310109	57	1001 COLLINS RD #100 RICHMOND TX 774692756	B1911070120
5213000869	1008901023802879410100	58	117 LANE DR #16 ROSENBERG TX 774712263	B1911070121
5213000870	1008901023815824140105	59	510 S 9TH ST RICHMOND TX 77469	B1911070122
5213000871	1008901023805957460100	60	1001 COLLINS RD RICHMOND TX 77469	B1911070123
5213000872	1008901023803018910100	61	7110 GREATWOOD PKWY SUGAR LAND TX 774796275	B1911070124
5213000873	1008901023801092780100	62	1630 PITTS RD RICHMOND TX 774061390	B1911070125
5213000908	1008901006900653360112	63	7901 FM 762 RD Richmond TX 774699488	B1911070126
5213000909	1008901011900661010113	64	7910 WINSTON RANCH PKWY Richmond TX 774064200	B1911070127
5214000034	1008901023900768860113	65	4501 Mustang Ave Rosenberg TX 77471	B1911070129
5214003133	1008901006900929860114	66	1011 HORACE MANN AVE ROSENBERG TX 77471	B1911070150
5214003134	1008901001900930730114	67	6110 AUGUST GREEN DR RICHMOND TX 77469	B1911070151
5215001499	1008901011901006740115	68	75 Huggins B Fulshear TX 77441	B1911070187
5215001813	1008901024900920260114	69	9302 CHARGER WAY FULSHEAR TX 77441	B1911070189
5215001814	1008901020900922440114	70	9320 CHARGER WAY FULSHEAR TX 77441	B1911070190
5216000904	1008901001901126120116	71	301 3rd St A Rosenberg TX 77471	B1911070195
5216000908	1008901023901100420116	72	11344 Rancho Bella Pkwy B Richmond TX 77406	B1911070196
5216001410	1008901020901061800115	73	9910 Fm 359 Rd Richmond TX 77406	B1911070214
5217000102	1008901006901148600116	74	2431 Joan Collier Trace Katy TX 774945192	B1911070216
5217001063	1008901001901193330116	75	9414 Fm 359 Rd Richmond TX 77406	B1911070220
5217001707	1008901006901266360117	76	915 Horace Mann Ave B Rosenberg TX 77471	B1911070223
5218000343	1008901020901360010118	77	1051 Lane Dr Rosenberg TX 77471	B1911070242
5218001563	1008901024901277880117	78	8500 A Meyers Rd RICHMOND TX 77469	B1911070243
5218001726	1008901011901403310118	79	1930 J Meyer Rd B Richmond TX 77469	B1911070247
5218001775	1008901001901305620117	80	4400 FM 723 RD PP RICHMOND TX 77406	B1911070248
5218001776	1008901006901304480117	81	9320 CHARGER WAY PP FULSHEAR TX 77441	B1911070249
5218001868	1008901022901305300117	82	8181 Fm 762 Rd Pp RICHMOND TX 77469	B1911070250
5219000093	1008901001901412480118	83	9230 CHARGER WAY FULSHEAR TX 77441	B1911070261
5219000142	1008901022901387460118	84	3131 LEARNING TREE LN ROSENBERG TX 77471	B1911070262
5219001601	1008901023901528240119	85	29616 Rileys Ridge Katy, TX 77494	B2001130518



**Terms and Conditions of Service
Attachment A**

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and DE. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 8.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A: REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to DE as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Applicable Law; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement.

A.2 DE's Representations and Warranties. As a material inducement to entering into this Agreement, DE hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the

Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Applicable Law; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to the Agreement commence, DE shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of DE enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

A.3 Forward Contract The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) DE is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B: DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S LIABILITY SHALL BE LIMITED AS FOLLOWS: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. DE WILL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR THE DE EARLY TERMINATION FEE DUE IF DE DEFAULTS, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO DE (IF CUSTOMER) OR RECEIVED BY DE (IF DE) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES FOR RETAIL ELECTRIC SERVICE ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES Â§25.471 ET

SEQ.) ("CUSTOMER PROTECTION RULES") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: §25.481, §25.485 (a)-(b), and §25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT TASB AND THE COOPERATIVE HAVE NOT PROVIDED LEGAL ADVICE TO CUSTOMER WITH RESPECT TO ENTERING INTO THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS TO DE THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO DE; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY DE; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and DE acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer's ESI ID(s). The electric energy will be delivered to Customer's ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that DE EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. DE will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. DE does not generate electricity nor does it transmit or distribute electricity. Certain causes and events out of the control of DE and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the

obligation to pay any amounts owed to DE that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority (including the PUCT or ERCOT), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT), or any cause beyond such Party's control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C: CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. DE acknowledges that Customer is subject to public information laws, including Chapter 552 of the Texas Government Code. As such DE acknowledges that the terms of this Agreement are subject to disclosure under such law. Notwithstanding the foregoing Customer understands and agrees that i) the preceding acknowledgement by DE is limited to the terms of this Agreement only, ii) such terms will only be disclosed in response to a written request made in compliance with applicable law, iii) Customer will notify and provide DE a written copy of such request prior to any such disclosure, and iv) Customer will not post this Agreement in a public forum, including but not limited to an external facing website, without the prior written permission of Direct Energy. For all other information other than the terms of this Agreement and subject to such laws that may require disclosure of information, a Party (in such capacity, the "Receiving Party"), shall keep confidential and not disclose any Confidential Information of the other Party (in such capacity the "Disclosing Party") except for disclosures to a Party's employees, lenders, counsel, consultants, agents, or accountants who have a "need to know" and who have agreed to keep such terms confidential, or as required by law. For purposes hereof, "Confidential Information" means any information in written or other tangible form which is marked as "Confidential" or that a party should reasonably know to be confidential when it is disclosed to the Receiving Party, including but not limited to the Web Site, Content, and Customer Content. Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that DE may provide TASB with 1) an executed copy of this Agreement and any Offer Sheet; 2) any information requested by TASB about Customer's account and billings, including if an inquiry or request has been made by Customer to DE, 3) access to view wholesale procurement of electricity on behalf of Customer, and 4) notice if and when DE denies permission to post this Agreement on an external facing website.

D: DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“Event of Default”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement if such payment is not made within five (5) business days after receipt of written notice (facsimile or electronically are valid forms of notice for this paragraph) from DE; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure; or (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to provide or, maintain Performance Assurance in accordance with Section 4.2 herein. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (does not apply to default for non-payment), in addition to any other remedy, DE may (i) terminate this Agreement and switch Customer to the Affiliated REP or the Provider of Last Resort; and (ii) charge Customer the Customer Early Termination Fee pursuant to Section 5 of this Agreement. Notwithstanding the above, DE may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) DE gives Customer a thirty (30) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the thirty (30) day notice period. If DE is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice, in addition to any other remedy, Customer may charge DE the DE Early Termination Fee pursuant to Section 5 of this Agreement.

E: MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 Assignment. Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of DE, which shall not be unreasonably withheld. DE may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of DE; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DE with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that DE shall have no further obligations under this Agreement.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that the Cooperative or its designee shall receive the Cooperative Fee.

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact DE Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1(888)925-9115, Monday through Friday 8:00AM to 6:00PM Eastern Time. DE shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on The Offer Sheet.

E.11 Governing Law. a.) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.
b.) The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction and the Parties submit to the jurisdiction of the courts of the State of Texas.
c.) Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile or scanned email copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

E.14 Electronic Transactions and Signatures. The Parties consent to the use of electronic agreements and to conduct Offer Sheet transactions via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such transaction(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The person executing electronically affirms they have the authority to do so. The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE
MULTI-PURPOSE SPACES AND ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the multi-purpose spaces and orchestra additions as presented by PBK Architects, Inc.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the multi-purpose spaces and orchestra additions. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the multi-purpose spaces and orchestra additions. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE JANE LONG HISTORIC GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Jane Long historic gym renovations in the amount of \$2,250 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of Jane Long historic gym renovations.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

1229 CORPORATE DRIVE, SUITE 100
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

January 30, 2020

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Additional Topographic Survey of the Jane Long Gymnasium tract
Jane Long League, Abstract 55
City of Richmond, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding, per request from Kaluza, Inc., the District requires additional topographic surveying at Jane Long Gymnasium tract at Main Street and Ninth Street. We understand the engineer for this project needs the location of underground utilities and elevations at specific grades.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the driveways and curb-cuts at the Project Site, and general natural ground elevations within the Project Site. Additionally we will locate visible utilities based upon available above-ground evidence and markings from an underground locating service, and the inverts and flowlines of all drainage facilities within the Project Site.

Please note this will not include a topographic survey of the entire tract or topographic details of all improvements located on the tract.

The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer.

Project Fee

I.	Topographic Survey	\$1,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

The total fee for these services is \$2,250.00.

This fee includes costs for an underground locating service.

This fee is based upon the District providing us full access throughout the Project Site.

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Jane Long Gym_additional.doc
Enclosures

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

Date

Name (Printed)

Title



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

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE LAMAR JUNIOR HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Lamar Junior High School additions and renovations in the total amount of \$1,545 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are no asbestos containing materials or other hazardous materials present. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

January 31, 2020

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

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

**Re: Proposal for Asbestos Survey of Areas Impacted by Planned Renovations
Lamar Jr. High School
4814 Mustang Avenue, Houston, Texas
ESI Proposal No. 20013114**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior areas impacted by planned renovations at Lamar Jr. High School located at 4814 Mustang Avenue in Houston, Texas. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$1,085 to \$1,545**. A detail cost breakdown is presented herein.

Asbestos Survey

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

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

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

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$1,085 to \$1,545**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 1-2 hours @ \$90/hr	\$ 90	to	\$ 180
Project Manager, 2-3 hours @ \$80/hr	160	to	240
Licensed Asbestos Inspector, 5-8 hours @ \$60/hr	300	to	480

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 25-30 samples @ \$20/sample	\$ 500	to	\$ 600
Miscellaneous expenses	35	to	45

Total Estimated Cost **\$ 1,085** **to** **\$ 1,545**

Project Authorization

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

Project Terms

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

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

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

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

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

Sincerely,
Environmental Solutions, Inc.



Christopher M. Co
Project Manager

CMC (20013114 pro)

ACCEPTED:
LAMAR CISD

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE LAMAR CONSOLIDATED HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Lamar Consolidated High School additions and renovations in the total amount of \$1,100 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

January 31, 2020

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

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

**Re: Proposal for Asbestos Survey of Areas Impacted by Planned Renovations
Lamar Consolidated High School
4606 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 20013115**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of interior and exterior areas impacted by planned renovations at Lamar Consolidated High School located at 4606 Mustang Avenue in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$600 plus \$20 per sample** (3-day turn-around-time). I would estimate 20 to 25 samples, for a total of **\$1,000 to \$1,100**.

Asbestos Survey

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

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

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

Fee Estimate

ESI proposes to provide necessary personnel, equipment and supplies for a lump sum cost of **\$600 plus \$20 per sample** (3-day turn-around-time). I would estimate 20 to 25 samples, for a total of **\$1,000 to \$1,100**.

Project Authorization

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

Project Terms

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

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

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

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

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

Sincerely,
Environmental Solutions, Inc.



Christopher M. Co
Project Manager

CMC (20013115 pro)

ACCEPTED:
LAMAR CISD

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF TRAFFIC STUDY
FOR LAMAR CONSOLIDATED COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic study for Lamar Consolidated complex in the amount of \$27,800 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Lamar Consolidated complex.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 3, 2020

Scot A. Hartfiel, AIA
Project Manager
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

RE: Proposal for Lamar CISD Lamar School Complex and Athletic Facilities Additions & Renovations Traffic Operations Study

Dear Mr. Hartfiel:

Traffic Engineers, Inc. (TEI) is pleased to provide this proposal for conducting a traffic study for Lamar CISD Lamar Consolidated High School, Lamar Junior High School and Athletic Facilities Additions & Renovations. The traffic study will focus on assessing the traffic impacts associated with the proposed renovations at the schools and stadium. This study will evaluate traffic circulation improvements and summarize findings and recommendations into a report.

Scope Services

Task 1: Data Collection

A 13-hour Turning Movement Count (TMC) will be conducted at the intersection of Mustang Avenue and Herndon Drive.

School peak hour TMCs will be conducted at the following intersections:

- Mustang Avenue at Lane Drive
- Mustang Avenue at Radio Lane

The following information will be provided by Lamar CISD for the High School and Junior High School (including planned portable buildings):

- Arrival and dismissal times – Existing and future, if different
- Number of students - Existing and Ultimate Enrollment
- Number of staff - Existing and Ultimate Enrollment
- Number of buses - Existing and Ultimate Enrollment
- Number of special needs buses - Existing and Ultimate Enrollment
- Number of student drivers (High School only) - Existing and Ultimate Enrollment
- Attendance Zone for schools- Existing and Future, if different

Lamar CISD will also provide following information for the new Competition Field:

- Game schedule, i.e., what type of games, days of the week and game times
- Typical attendance for games
- Expected maximum attendance for games

Since the timeframe for this study does not coincide with football season and the only additions/modifications to Traylor Stadium appear to be locker rooms, this traffic operational study will not include Traylor Stadium.

Task 2: Traffic Operation Analysis

Arrival and dismissal will be observed at Lamar Consolidated High School and Lamar Junior High to assess the following:

- On-site and off-site parent circulation
- On-site and off-site bus circulation
- On-site and off- site pedestrian circulation

Traffic operations will be observed along Mustang Avenue between Lane Drive and Radio Lane, as well as along Avenue I between Lane Drive and Radio Lane.

Recommendations included in the 2014 Traffic Operations Study conducted for Mustang Avenue will be reviewed for relevancy based on 2020 observations and the proposed additions and renovations at the high school, junior high and athletic facilities.

Task 3: Recommendations/Mitigation Development

The following draft recommendations will be developed based on findings from Task 2 and in consideration of the proposed additions/renovations at the school complex and athletic facilities:

- Circulation improvements at Lamar Consolidated High School
- Circulation improvements at Lamar Junior High
- Circulation improvements at Athletic Facilities
- Traffic operations improvements along Mustang Avenue, including, but not limited to, traffic control or other improvements at the intersection of Mustang Avenue at Herndon Drive. A Traffic Signal Warrant Analysis will be conducted at the intersection.
- Traffic operations improvements along Avenue I.

Task 4: Draft Report & Final Report Development

A draft report will be prepared documenting the study process, findings, and recommendations related to the projected traffic impacts on the renovations. The draft report will be submitted to the Client for review prior to the submittal to the City. The final report will only be developed after full review of draft report by both Client and City.

Schedule and Fee

The table below summarizes the proposed fee and schedule for each task. This schedule does not include review time by Client and City.

Task	Timeline	Fee
Task 1: Data Collection	2 Week	\$3,350.00
Task 2: Traffic Operation Analysis	3 Weeks	\$9,150.00
Task 3: Recommendations/Mitigation Development	2 weeks	\$8,200.00
Task 4: Draft Report and Final Report Development	Draft Report: 2 Weeks Final Report: 2 Weeks <i>(Final report schedule is determined by Client and City Review Schedule)</i>	\$7,100.00
Total Cost		\$27,800.00

This proposal is valid for 45 day from the date of this letter. If you have any questions, or need additional information, please e-mail me at eleni@trafficengineers.com or call me at (713) 992-4792.

Sincerely,



Jessica Jia, PE, PTOE
Principal

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE LAMAR CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR HIGH
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Lamar Consolidated High School and Lamar Junior High School additions and renovations in the amount of \$32,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the additions and renovations of Lamar Consolidated High School and Lamar Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 3, 2020



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

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
Lamar Consolidated HS and JHS Improvements
4606 Mustang Avenue
Rosenberg, Texas
Terracon Document No. P92205052

Dear Mr. McKeever:


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


Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule


Our base fee to perform the Scope of Services described in this document is **\$32,000**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

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


Blake R. Gobin, E.I.T.
Staff Geotechnical Engineer


Kierstyn M. Burrell, P.E.
Senior Engineer


Brian C. Ridley, P.E.
Senior Project Manager

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar Consolidated High School and Junior High School Improvements project ("Project"), as described in Consultant's Proposal dated 02/03/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

Consultant: **Terracon Consultants, Inc.**

By:  Date: **2/3/2020**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated Independent School District**

By: _____ Date: _____

Name/Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Rice & Gardner Consultants, Inc. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project location	The project is within the existing Lamar Consolidated High and Junior High School campus located at 4606 Mustang Avenue in Rosenberg, Texas.
Existing improvements¹	Based on our site visit on January 27, 2020, the site was occupied by a single-story school building, a single-story junior high school building, canopy structures, tennis courts, practice fields, and asphaltic concrete pavements at the time of this cost estimate.
Current ground cover	Grass, weeds, scattered trees, and asphaltic concrete pavements.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with both a portable hydraulically-driven sampling machine and all-terrain vehicle (ATV)/truck mounted drilling equipment. We understand the boring locations located near the building are to be drilled outside of normal school hours after 4pm or on the weekends).

¹. We understand the existing single-story metal building located west of Traylor Stadium is planned to be completely demolished and removed as part of the construction of the proposed improvements.

Planned Construction

Item	Description
<p>Proposed improvements¹</p>	<p>High School Improvements</p> <ul style="list-style-type: none"> ■ Two single-story building additions with footprint areas of approximately 1,000 square feet located at the northeast and west sides of the existing high school building. ■ Interior improvements that include enclosing the existing courtyard within the high school building. ■ A single-story locker room building with a footprint area of approximately 3,000 square feet located west of the existing Traylor Stadium. ■ Three new canopy structures with footprint areas that range from approximately 900 to 1,900 square feet located north of the existing high school. <p>Junior High School Improvements</p> <ul style="list-style-type: none"> ■ A single-story building addition with a footprint area of approximately 4,500 square feet located east of the existing junior high school building. ■ Approximately 2,500 linear feet of new driveway located both north of the existing high school and east of the existing junior high school. <p>Competition Field Improvements</p> <ul style="list-style-type: none"> ■ New artificial turf field and associated light poles. ■ Lightpoles associated with the proposed artificial turf field. ■ A detention pond with a maximum depth of 10 feet and sideslope declinations no steeper than 3(Horizontal):1(Vertical) located in the northwest portion of the site. ■ A new press box with a footprint area of approximately 1,200 square feet located west of the proposed artificial turf field. ■ Bleachers located west of the proposed artificial turf field. ■ A single-story fieldhouse building with a footprint area of approximately 8,000 square feet. ■ A single-story concession/restroom building with a footprint area of approximately 3,400 square feet. ■ Approximately 2 acres of new pavement/driveway areas.
<p>Building construction</p>	<p>A combination of steel-frame construction and Concrete Masonry Units (CMU) with a structurally suspended and supported floor slab system.</p>
<p>Finished floor elevation</p>	<ul style="list-style-type: none"> ■ New buildings: within approximately one to two feet above existing grade. ■ Building additions: within about one foot above existing grade and to match finished floor elevation of the adjacent existing building.
<p>Maximum building loads¹</p>	<ul style="list-style-type: none"> ■ Column loads: 250 to 350 kips. ■ Wall loads: 6 kips per linear feet. ■ Floor slab pressure: 125 pounds per square foot (psf).

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Item	Description
Planned foundation system	Lightpoles: Drilled straight shafts. Bleachers: Shallow spread footings. Building additions, fieldhouse building, and locker room building: Drilled-and-underreamed footings. Pressbox and Canopy Structures: Drilled-and-underreamed footings.
^{1.} Information provided by AG&E Structural Engenuity.	

Terracon previously performed a Geotechnical Engineering Report (Terracon Project No. 92195282, dated August 2, 2019) at this site for Lamar Consolidated Independent School District. We plan to utilize the available field and laboratory information to help provide our geotechnical engineering recommendations for this project.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

School	Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
High School	Proposed building addition	3 ²	20
	Proposed canopies and concrete driveways	2	20
		1	15
	Proposed locker room	1	20
	Pavement areas	4	15
Junior High School	Proposed building addition	1	20
	Pavement areas	3	15
Competition Field Improvements	Artificial turf field, light poles, pressbox, and bleachers	6	30
		1	10
	Detention pond	1	20
	Fieldhouse, restroom and concession stand building	2	20
	Pavement areas	2	15
Total		27	540

1. Below grade at the time of our field program.

2. Two borings will be located outside of the building area with an exterior drilling rig and one will be located within the high school building with portable interior drilling equipment.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

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Subsurface Exploration Procedures: We will advance soil borings with a standard truck-mounted drill rig using solid stem continuous flight augers. Samples will be obtained continuously in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT).

The interior test boring is planned to be drilled utilizing a portable hydraulically-driven sampling machine anchored into the existing concrete floor slab. Due to the potential for variable subgrade conditions (i.e., fill, debris, etc.) beneath the building, the resistance of the subgrade may be greater than the capacity of the sampling machine. Therefore, the boring may not be able to be advanced to the proposed depth.

We have assumed that only a concrete patch will be required at the interior boring location after backfilling and no flooring replacement or restoration will be performed by Terracon. This scope of services does not include removal, restoration, or replacement of any existing floor covering.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will auger through the existing asphaltic concrete pavement in order to access the underlying subgrade soils, where applicable. We will core through the existing concrete pavement for the interior boring location in order to access the underlying subgrade soils. We will backfill borings with auger cuttings and patch at the surface with either concrete or asphaltic concrete, as applicable, upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. If additional safety requirements, training, etc. are required to access this site to perform our services, Terracon should be notified to so that we may adjust our Scope of Services and estimated fees, if necessary. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The anticipated laboratory testing may include the following:

- Moisture content
- Unit weight
- Atterberg limits
- Percent finer than No. 200 Sieve
- Unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer licensed in the state of Texas. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Cost estimate information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide recommendations for the following:

- Demolition considerations;
- Site and subgrade preparation;
- Foundation design and construction;
- Estimated foundation settlements (total and differential);
- Requirements for fill to be used on-site, including engineering properties and placement and compaction;
- Detention pond construction considerations;
- Lateral earth pressures for below-grade structures;

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- Seismic site class (based on IBC 2012); and
- Pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting (associated with the High School)	\$20,000
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting (associated with the Junior High School)	\$3,600
All-Terrain Vehicle - Lamar JHS	\$2,500
Private Utility Locate - Lamar JHS	\$2,900
Plywood - Lamar JHS	\$3,000
Total:	\$32,000

1. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment.
2. As requested by Rice & Gardner Consultants, Inc., we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.
3. If the site is wet/soft at the time of drilling, plywood will be utilized to help minimize disturbance accessing the proposed boring locations adjacent to the existing buildings.

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

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

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental cost estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

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Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Site Characterization	20 working days from notice to proceed
Geotechnical Engineering	30 working days from notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE BRAZOS CROSSING ADMINISTRATION BUILDING**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the recladding of the Brazos Crossing Administration Building in the total amount of \$670 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

January 15, 2020

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever
Lamar CISD
3901 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Exterior Building Materials
Brazos Crossing
3911 Avenue I, Rosenberg, Texas
ESI Proposal No. 20011508**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Exterior Building Materials at Brazos Crossing located at 3911 Avenue I in Rosenberg, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 3 to 6 samples, for a total of **\$610 to \$670**.

Asbestos Survey

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

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

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

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 3 to 6 samples, for a total of **\$610 to \$670**.

Project Authorization

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

Project Terms

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

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

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

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

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

Sincerely,
Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (20011508 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: _____

Date: _____

CONSIDER APPROVAL OF DONATION DEED

RECOMMENDATION:

That the Board of Trustees approve the donation deed of 0.0193 acres or 840 square feet to The City of Fulshear for the expansion of Huggins Road.

IMPACT/RATIONALE:

The City of Fulshear has started a project to widen Huggins Road from FM 359 to Katy Fulshear Road. The project will acquire a small section of land in front of Huggins Elementary School. The section of land is 110 feet long and 9.17 feet wide at one end and zero on the other as shown on the survey attached. The total area needed is 840 square feet or 0.0193 acres.

PROGRAM DESCRIPTION:

Upon approval, the City of Fulshear will begin the construction phase of the Huggins Road project.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

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.

DONATION DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT, **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, (“Grantor”), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has DONATED, and by these presents does GRANT, GIVE AND CONVEY unto **CITY OF FULSHEAR, TEXAS** (“Grantee”), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a tract of land, containing **0.0193 of an acre**, as more particularly described as **Parcel 8** in Exhibit “A”, attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the “Property”).

This Donation Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the “Permitted Encumbrances”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Permitted Encumbrances.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee’s address is 30603 FM 1093 Fulshear, TX 77441

EXECUTED on this the _____ day of _____, 2019.

GRANTOR:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name

Title

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

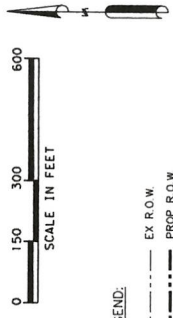
This instrument was acknowledged before me on the _____ day of _____, 2019 by _____, _____, on behalf of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

(SEAL)

Notary Public in and for the State of Texas

Attachments:
Exhibit A – Legal Description of the Property

After Recording Return to:
Property Acquisition Services, LLC
19855 Southwest Freeway #200
Sugar Land, TX 77479



- LEGEND:**
- EX ROW
 - PROP R.O.W
 - ALIGNMENT LINE
 - PROPERTY BOUNDARY
 - ROW TAKING AREA
 - EXCESS ROW AREA

WARNING: OVERHEAD AND UNDERGROUND UTILITIES MAY BE ENCOUNTERED AT ANY LOCATION. ALL UTILITIES LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY BE ENCOUNTERED. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.

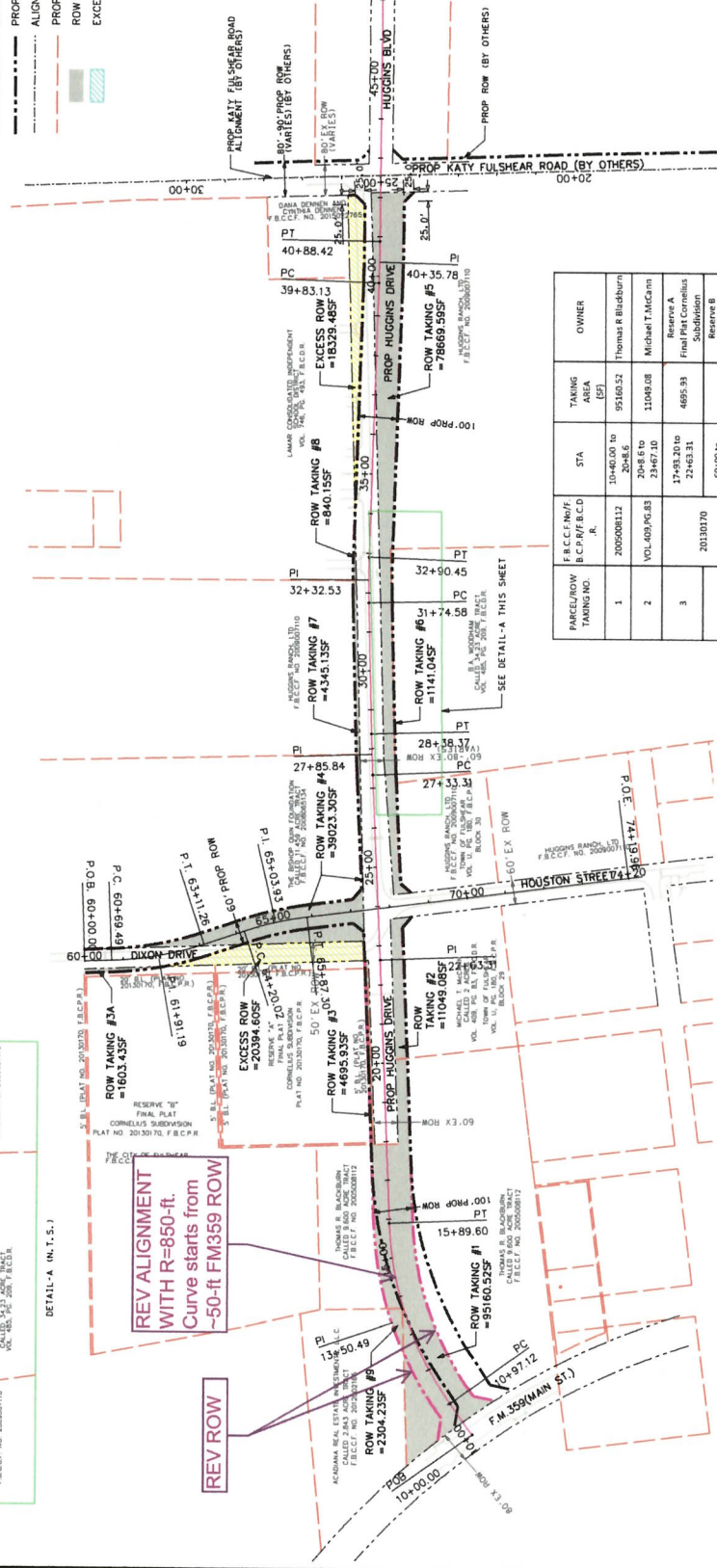
NO.	DATE	REVISION	NAME

SIRRUS ENGINEERS, INC.
 3100 TIMMONS LN, SUITE 500
 HOUSTON, TX 77027
 TEXAS PROFESSIONAL REG. NO. 9901

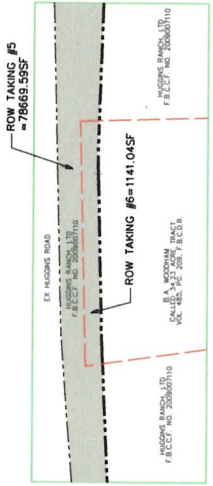
FORT BEND COUNTY
 ENGINEERING DEPARTMENT



PROJECT: REV. HUGGINS ROAD FROM FM 359 TO KATY FULSHEAR ROAD
 SHEET: R.O.W. TAKING EXHIBIT
 HUGGINS DR - 100' ROW
 SCALE: 1" = 300'
 DATE: 11/20/2017
 DRAWN BY: [Signature]

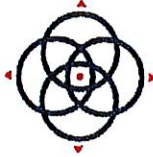


PARCEL/ROW TAKING NO.	F.E.C.F. NO./B.C.D. NO.	STA.	TAKING AREA (SF)	OWNER
1	2009008112	10+46.05 to 20+8.00	95160.52	Thomas R Blackburn
2	VDL-0097G-83	30+8.00 to 33+67.00	11098.08	Michael T. McCain
3	20130170	17+02.20 to 22+03.31	4695.93	Reserve A
3A		60+00 to 62+98.20	1603.43	Final Plat Cornelius Subdivision
4	2008065134	32+11.50 to 32+48.50	39023.30	The Bishop Quin Subdivision
5	2009007110	24+28.19 to 42+12.54	78669.59	Huggins Ranch
6	VDL-4857G-208	27+10.72 to 33+13.83	1141.04	B.A. Woodburn
7	2009007110	27+05.84 to 32+22.53	4345.13	Huggins Ranch
8	VDL-7467G-498	32+32.53 to 34+00	840.15	Lamar Independent School
9	2012002165	12+64.62 to 13+80	2304.23	Acadiana Real Estate Investments, LLC



REV ALIGNMENT WITH R=850-ft.
 Curve starts from -50-ft FM359 ROW

REV ROW



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF PARCEL 8 0.0193 ACRE OR 840 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.0193 ACRE OR 840 SQUARE FEET OF LAND BEING OUT OF A CALLED 20.144 ACRE TRACT OF LAND CONVEYED TO LAMAR CONSOLIDATED SCHOOL DISTRICT AS RECORDED IN VOLUME 746, PAGE 493, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) SITUATED IN THE C. FULSHEAR SURVEY, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83) ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE EXISTING NORTH RIGHT-OF-WAY (R.O.W.) LINE OF HUGGINS ROAD, WIDTH VARIES, AS RECORDED UNDER VOL. 746, PG. 498, F.B.C.D.R., FOR THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO HUGGINS RANCH, LTD (HUGGINS TRACT) UNDER F.B.C.C.F. NO. 2009007110, AND THE SOUTHWEST CORNER OF SAID 20.144 ACRE TRACT; (HAVING GRID COORDINATES OF X: 2,954,228.94; Y: 13,814,200.06);

THENCE, NORTH 00 DEG. 02 MIN. 06 SEC. WEST, ALONG THE COMMON LINE OF SAID HUGGINS TRACT AND SAID 20.144 ACRE TRACT, A DISTANCE OF 9.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE PROPOSED NORTH R.O.W. LINE OF HUGGINS ROAD FOR THE BEGINNING OF A CURVE TO THE RIGHT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE PROPOSED NORTH R.O.W. LINE OF SAID HUGGINS ROAD AND OVER AND ACROSS SAID 20.144 ACRE TRACT, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 01 DEG. 41 MIN. 10 SEC., AN ARC LENGTH OF 60.03 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88 DEG. 57 MIN. 34 SEC. EAST, 60.03 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE END OF A CURVE TO THE RIGHT;

THENCE, SOUTH 88 DEG. 06 MIN 59 SEC. EAST, CONTINUING ALONG THE PROPOSED NORTH R.O.W. OF SAID HUGGINS ROAD AND OVER AND ACROSS SAID 20.144 ACRE TRACT, A DISTANCE OF 110.65 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" ON THE EXISTING NORTH R.O.W. LINE OF SAID HUGGINS ROAD FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT; (HAVING GRID COORDINATES OF X: 2,954,399.53; Y: 13,814,204.51);

THENCE, SOUTH 88 DEG. 30 MIN. 26 SEC. WEST, ALONG THE EXISTING NORTH R.O.W. LINE OF SAID HUGGINS ROAD, A DISTANCE OF 170.66 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.0193 ACRE, OR 840 SQUARE FEET OF LAND AS SHOWN ON JOB NO. 53431-PARCEL8, PREPARED BY WINDROSE LAND SERVICES.

RONALD PATRICK KELL
R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 1010880



12-18-2017
DATE
REVISED: 1/2/2018



GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE PRESENTING CURRENT TITLE REPORT OR ABSTRACTS. CERTIFICATE OR INSTRUMENTS SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS. SURVEYOR'S TITLE REPORT OR ABSTRACTS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT APPLY TO BE A LAND TITLE SURVEY OR TO BE USED FOR TITLE CONVEYANCE PURPOSES.
5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83). CENTRAL MERIDIAN LONGITUDE AS DETERMINED BY GPS MEASUREMENTS. ALL POINTS SHOWN HEREON CAN BE CONVERTED TO SURFACE BY APPLYING A CORNER SCALE FACTOR OF 0.999860535.

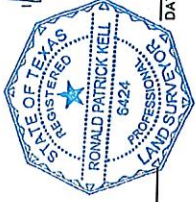
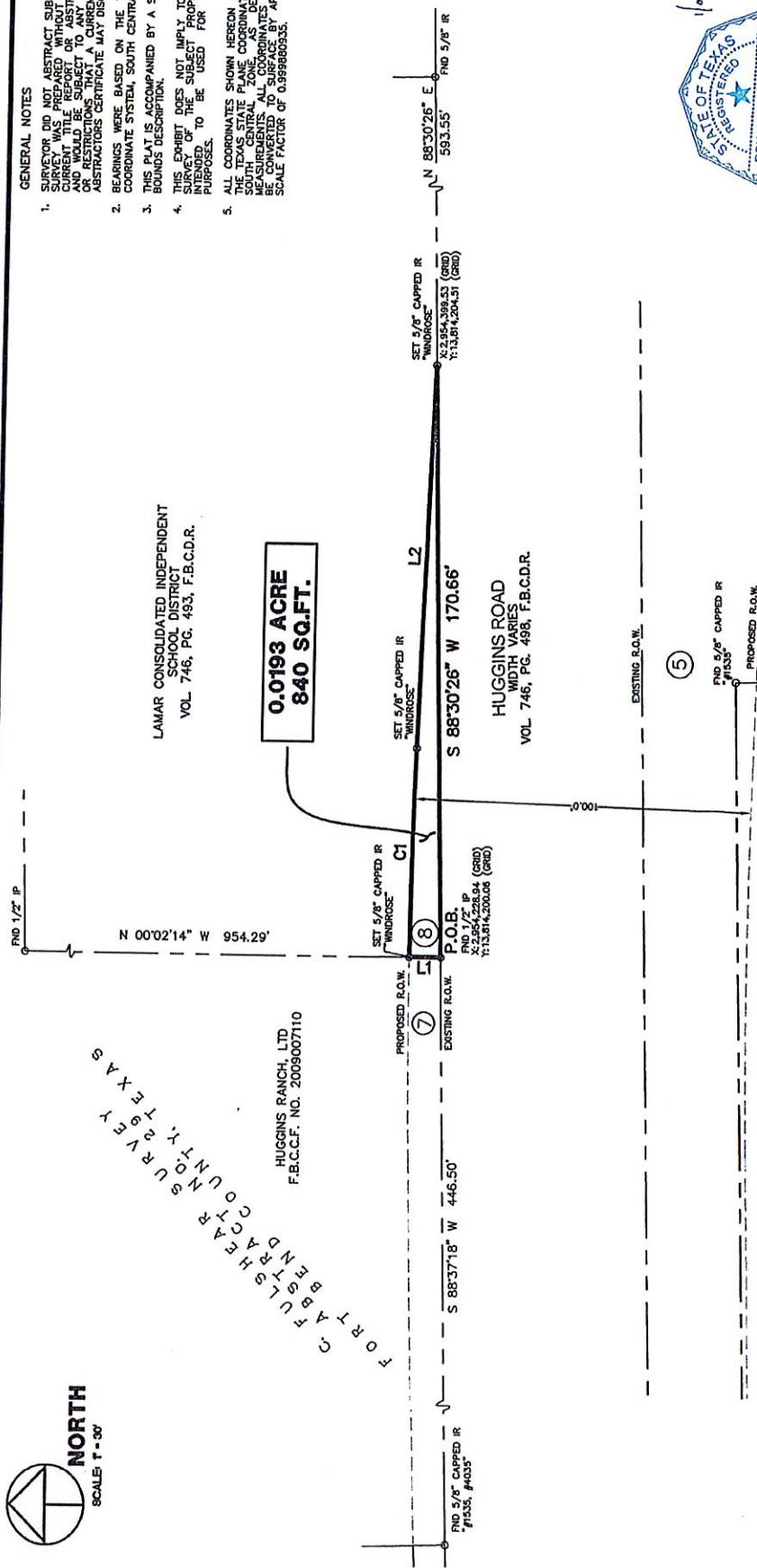
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
VOL. 746, PG. 493, F.B.C.D.R.

**0.0193 ACRE
840 SQ.FT.**

HUGGINS RANCH, LTD
F.B.C.C.F. NO. 2009007110

HUGGINS ROAD
WIDTH VARIES
VOL. 746, PG. 498, F.B.C.D.R.

B.A. WOODHAM
CALLED 34.25 ACRE TRACT
VOL. 485, PG. 209, F.B.C.D.R.



HUGGINS RANCH, LTD
F.B.C.C.F. NO. 2009007110

Ronald Patrick Kelli
Registered Professional Land Surveyor
Texas Registration No. 6424

DATE
01/02/2018

FIELD BY:	DATE:	12/18/2017
DRAWN BY:	REV:	01/02/2018
CHECKED BY:	REV:	
JOB NO.:	REV:	53481-PARCEL8
SHEET 1 OF 2	REV:	

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,040.00'	1°41'10"	60.03'	S 88°57'34" E	60.03'

LINE	BEARING	DISTANCE
L1	N 00°02'06" W	9.17'
L2	S 88°06'59" E	110.65'

EXHIBIT OF PARCEL 8
0.0193 AC. / 840 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

WINDROSE
LAND SURVEYING & PLATTING

3200 WILCREST, SUITE 325 | HOUSTON, TX 77069 | 713.458.2281
FIRM REGISTRATION NO. 101.08880 | WINDROSE.SERVICES.COM

CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND INSPECTION FOR THE MULTI-PURPOSE SPACES AND ORCHESTRA ADDITIONS

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for the multi-purpose spaces and the orchestra additions in the amount of \$9,525 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

• Navarro MS – Orchestra Additions	\$1,275.00
• Polly Ryon MS – Orchestra Additions	\$1,275.00
• Wertheimer MS – Orchestra Additions	\$1,275.00
• Wessendorff MS – Orchestra Additions	\$1,275.00
• Foster HS – Multi-Purpose Space	\$1,475.00
• Fulshear HS – Multi-Purpose Space	\$1,475.00
• George Ranch HS – Multi-Purpose Space	\$1,475.00

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



**P.O. BOX 750953
HOUSTON, TEXAS 77275**

**OFFICE 281-922-0700
E-MAIL bill@winningway.net**

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Navarro Middle School
Orchestra Room Addition
4700 Ave N
Rosenberg, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Navarro Middle School
Orchestra Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

Proposal - Lamar Consolidated ISD
Navarro Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Navarro Middle School
Orchestra Room Addition

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
Total	\$1,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

Proposal - Lamar Consolidated ISD
Navarro Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

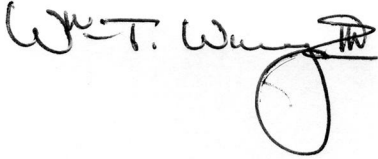
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

Proposal - Lamar Consolidated ISD
Navarro Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



**P.O. BOX 750953
HOUSTON, TEXAS 77275**

**OFFICE 281-922-0700
E-MAIL bill@winningway.net**

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Polly Ryon Middle School
Orchestra Room Addition
7901 FM 762
Richmond, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Polly Ryon Middle School
Orchestra Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
Total	\$1,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

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Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

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In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

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This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

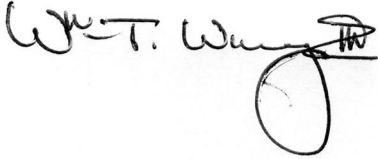
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Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Kay Danziger

Name

Name

Board President

Title

Title

CC:

Date

Witness



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Wertheimer Middle School
Orchestra Room Addition
4240 FM 723
Rosenberg, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Wertheimer Middle School
Orchestra Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
Total	\$1,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

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Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

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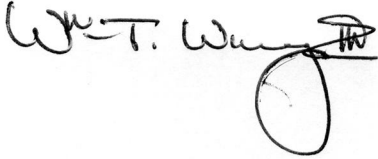
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Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

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Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Wessendorff Middle School
Orchestra Room Addition
5201 Mustang
Rosenberg, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Wessendorff Middle School
Orchestra Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

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Proposal - Lamar Consolidated ISD
Wessendorff Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

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The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Wessendorff Middle School
Orchestra Room Addition

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
Total	\$1,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

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Proposal - Lamar Consolidated ISD
Wessendorff Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

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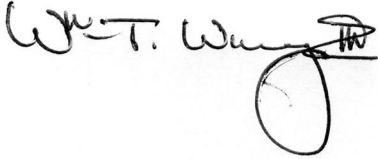
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Proposal - Lamar Consolidated ISD
Wessendorff Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Foster High School
Multi-purpose Room Addition
4400 FM 723
Richmond, Fort Bend County, Texas

Regarding: Proposal – TAS Plan Review and Inspection
Foster High School
Multi-purpose Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

Proposal - Lamar Consolidated ISD
Foster High School
Multi-purpose Room Addition
February 6, 2020
Page 2 of 4

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

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COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Foster High School
Multi-purpose Room Addition

TAS – Plan Review	\$ 700.00
TAS – Site Inspection	\$ 775.00
Total	\$1,475.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

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Proposal - Lamar Consolidated ISD
Foster High School
Multi-purpose Room Addition
February 6, 2020
Page 3 of 4

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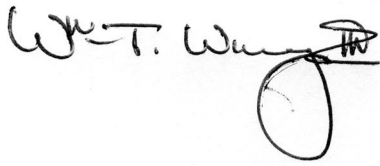
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Proposal - Lamar Consolidated ISD
Foster High School
Multi-purpose Room Addition
February 6, 2020
Page 4 of 4

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William T. Winning III – CBO
WINNING WAY SERVICES, INC.

Cc: File

ACCEPTANCE:

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Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Churchill Fulshear High School
Multi-purpose Room Addition
9302 Charger Way
Fulshear, Fort Bend County, Texas

Regarding: Proposal – TAS Plan Review and Inspection
Churchill Fulshear High School
Multi-purpose Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

Proposal - Lamar Consolidated ISD
Churchill Fulshear High School –
Multi-purpose Room Addition
February 6, 2020
Page 2 of 4

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

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COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Churchill Fulshear High School
Multi-purpose Room Addition

TAS – Plan Review	\$ 700.00
TAS – Site Inspection	\$ 775.00
Total	\$1,475.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

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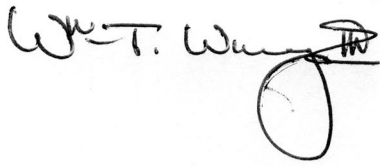
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Proposal - Lamar Consolidated ISD
Churchill Fulshear High School –
Multi-purpose Room Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.

Cc: File

ACCEPTANCE:

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Signature

Date

Kay Danziger
Name

Witness

Board President
Title

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

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E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
George Ranch High School
Multi-purpose Room Addition
8181 FM 762
Richmond, Fort Bend County, Texas

Regarding: Proposal – TAS Plan Review and Inspection
George Ranch High School
Multi-purpose Room Addition

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

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Proposal - Lamar Consolidated ISD
George Ranch High School
Multi-purpose Room Addition
February 6, 2020
Page 2 of 4

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COMPENSATION:

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Lamar Consolidated ISD
George Ranch High School
Multi-purpose Room Addition

TAS – Plan Review	\$ 700.00
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Total	\$1,475.00

Architect will register project with TDLR-AB

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Proposal - Lamar Consolidated ISD
George Ranch High School
Multi-purpose Room Addition
February 6, 2020
Page 3 of 4

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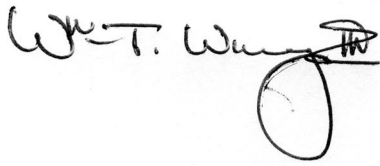
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Proposal - Lamar Consolidated ISD
George Ranch High School
Multi-purpose Room Addition
February 6, 2020
Page 4 of 4

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.

Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:

**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY CODE COMPLIANCE
FOR THE MULTI-PURPOSE SPACES AND ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for building code compliance review the multi-purpose spaces and the orchestra additions in the amount of \$4,900 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Code compliance review is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

- Polly Ryon MS – Orchestra Additions \$1,175.00
- Wertheimer MS – Orchestra Additions \$1,175.00
- Foster HS – Multi-Purpose Space \$1,275.00
- George Ranch HS – Multi-Purpose Space \$1,275.00

PROGRAM DESCRIPTION:

Code compliance review is required by Texas Education Agency when the local permit jurisdiction does not provide building code reviews. The multi-purpose spaces and the orchestra additions are not in an incorporated municipality that performs the code reviews. The review consists of a general review of the plans and specifications for compliance with the current building codes.

Submitted By: Chris Juntti, Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Poly Ryon Middle School
Orchestra Room Addition
901 FM 762
Richmond, Fort Bend County, Texas

Regarding: Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during emails and telephone conversations, with Mr. Lorin Pargoud, of PBK Architects.

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after January 1, 2004.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review will be conducted using the 2018 Editions of the International Building Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Energy Code and the NFPA –70 - 2017 National Electrical Code, with the Life Safety Code being the 2012 NFPA 101.

Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

The standards/guidelines permit the Consultant, to state, if any, possible variances from the code requirements and therefore allowing a limited number of variances from the codes if such variances do not negatively affect the quality or safety of the facility

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced. If, as stated above, if a code interpretation follows the guidelines and a variance is permitted, the item in question will be reported and described.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, including all civil, geotechnical, fire alarm systems, automatic sprinkler systems, fire suppression, life safety and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal.

Poly Ryon Middle School
Orchestra Room Addition

TEA Code Review	\$1,175.00
Total	\$1,175.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

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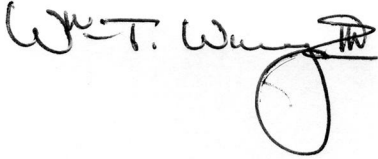
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Proposal - Lamar Consolidated ISD
Poly Ryon Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Wertheimer Middle School
Orchestra Room Addition
4240 FM 723
Rosenberg, Fort Bend County, Texas

Regarding: Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during emails and telephone conversations, with Mr. Lorin Pargoud, of PBK Architects.

SCOPE OF SERVICES:

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Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 2 of 4

Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Energy Code and the NFPA –70 - 2017 National Electrical Code, with the Life Safety Code being the 2012 NFPA 101.

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COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal.

Wertheimer Middle School
Orchestra Room Addition

TEA Code Review	\$1,175.00
Total	\$1,175.00

TERMS AND QUALIFICATIONS:

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Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 3 of 4

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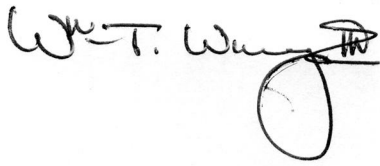
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Proposal - Lamar Consolidated ISD
Wertheimer Middle School
Orchestra Room Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Foster High School
Multi-purpose Room Addition
4400 FM 723
Richmond, Fort Bend County, Texas

Regarding: Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during emails and telephone conversations, with Mr. Lorin Pargoud, of PBK Architects.

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Proposal - Lamar Consolidated ISD
Foster High School
Multi-Purpose Addition
February 6, 2020
Page 2 of 4

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COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal.

Foster High School
Multi-Purpose Addition

TEA Code Review	\$1,275.00
Total	\$1,275.00

TERMS AND QUALIFICATIONS:

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Proposal - Lamar Consolidated ISD
Foster High School
Multi-Purpose Addition
February 6, 2020
Page 3 of 4

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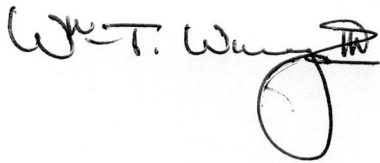
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Proposal - Lamar Consolidated ISD
Foster High School
Multi-Purpose Addition
February 6, 2020
Page 4 of 4

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Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
George Ranch High School
Multi-purpose Room Addition
8181 FM 762
Richmond, Fort Bend County, Texas

Regarding: Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

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COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal.

George Ranch High School
Multi-Purpose Addition

TEA Code Review	\$1,275.00
Total	\$1,275.00

TERMS AND QUALIFICATIONS:

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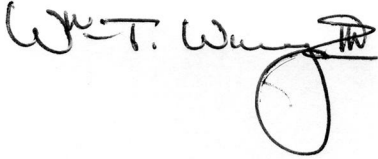
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Proposal - Lamar Consolidated ISD
George Ranch High School
Multi-Purpose Addition
February 6, 2020
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE LAMAR CONSOLIDATED HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Lamar Consolidated High School additions and renovations in the amount of \$8,875 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of Lamar Consolidated High School additions and renovations

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY

1229 CORPORATE DRIVE, SUITE 100
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

February 7, 2020

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Additional Topographic Survey services of Lamar Consolidated High School
Lamar Consolidated High School Campus
J. W. Moore Survey, Abstract 61
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding, per request of PBK, the District requires additional topographic surveying at two (2) specific locations on the Lamar Consolidated High School Campus on Avenue I, Mustang Avenue, Lane Drive and Horace Mann Drive, per the attached exhibit marked "AREA 1" and "AREA 2". We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Sites.

Scope of Services

I. Survey Services

We will perform on-the-ground topographic surveys of the Project Sites as defined by the labelled red outlines as per the attached exhibit provided us by PBK.

- General location of the buildings within the Project Site with finish floor elevations, if possible. It is our understanding only the building outlines are needed.
- Ground elevations at a grid interval of approximately 25-feet to 50-feet, as accessible.
- Locate visible utilities based upon available above-ground evidence and markings from an underground locating service.
- Inverts and flowlines of all drainage facilities within the Project Site.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

- | | | |
|-----|----------------------------------------------|------------|
| I. | Survey Services | \$7,000.00 |
| II. | Underground Locating Service (subcontractor) | \$1,875.00 |

The total fee for these services is \$8,875.00.

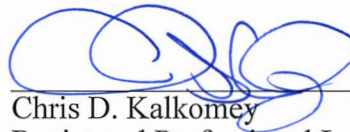
This fee includes costs for an underground locating service.

This fee is based upon the District providing us full access throughout the Project Site.

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Lamar CHS Campus_additional services.doc
Enclosures

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

Date

Kay Danziger
Name (Printed)

Board President
Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

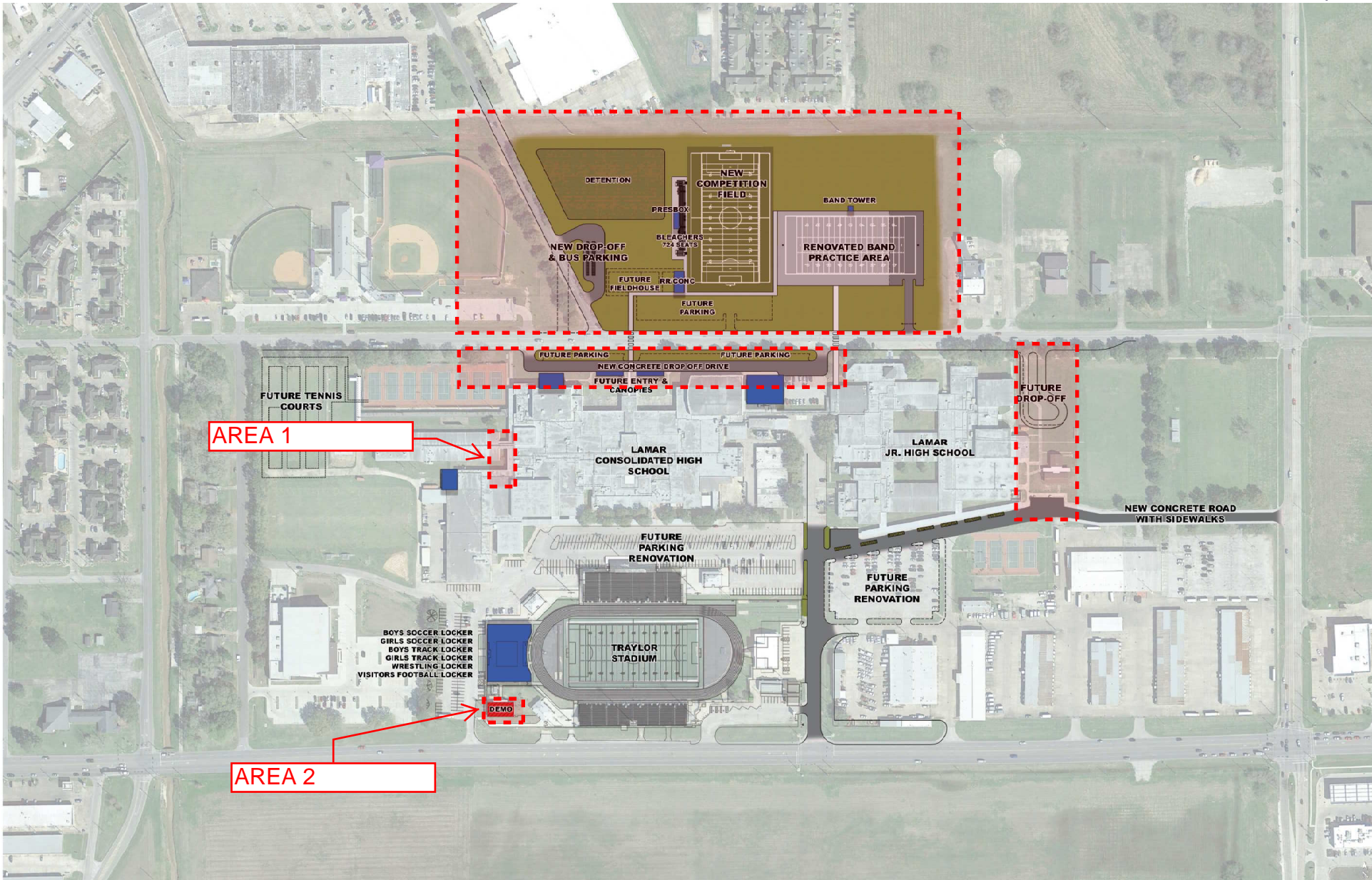
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR LAMAR CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR
HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for Lamar Consolidated High School and Lamar Junior High School additions and renovations in the amount of \$3,150 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

- | | |
|----------------------------------|------------|
| • Lamar Consolidated High School | \$1,675.00 |
| • Lamar Junior High School | \$1,475.00 |

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Lamar Consolidated High School
Renovations and Additions
4606 Mustang
Rosenberg, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Lamar Consolidated High School
Renovations and Additions

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

Proposal - Lamar Consolidated ISD
Lamar Consolidated High School
Renovations and Additions
February 6, 2020
Page 2 of 4

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Lamar Consolidated High School
Renovations and Additions

TAS – Plan Review	\$ 800.00
TAS – Site Inspection	\$ 875.00
Total	\$1,675.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

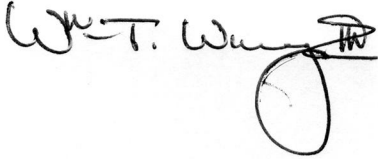
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

Proposal - Lamar Consolidated ISD
Lamar Consolidated High School
Renovations and Additions
February 6, 2020
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Kay Danziger

Name

Board President

Title

CC:

Date

Witness



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 6, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Lamar Junior High School
Renovations and Additions
4814 Mustang
Rosenberg, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Lamar Junior High School
Renovations and Additions

Dear Mr. Kevin McKeever,

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Proposal - Lamar Consolidated ISD
Lamar Junior High School
Renovations and Additions
February 6, 2020
Page 2 of 4

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The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Lamar Junior High School
Renovations and Additions

TAS – Plan Review	\$ 700.00
TAS – Site Inspection	\$ 775.00
Total	\$1,475.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

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The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

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In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

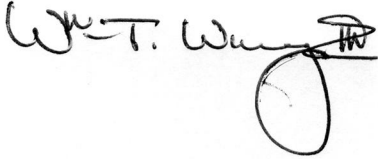
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

Proposal - Lamar Consolidated ISD
Lamar Junior High School
Renovations and Additions
February 6, 2020
Page 4 of 4

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Kay Danziger

Name

Witness

Board President

Title

CC:

**CONSIDER APPROVAL OF CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE FOSTER HIGH SCHOOL ATHLETIC IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$2,387.52 and final payment of \$45,711.10 to Millis Development and Construction, LLC for the Foster High School athletic improvements and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Millis Development and Construction, LLC was the contractor for the construction of the Foster High School athletic improvements. Substantial completion was achieved on December 9, 2019. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Millis Development and Construction, LLC will be paid 100 percent for the construction of the Foster High School athletic improvements.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

Foster High School Athletic Improvements
4400 FM 723 Road
Richmond, Texas 77406

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 21, 2019

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: February 4, 2020

OWNER: *(Name and address)*

Lamar Consolidated Independent School
3911 Avenue I
Rosenberg, Texas 77471

ARCHITECT: *(Name and address)*

PBK Sports
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

CONTRACTOR: *(Name and address)*

Mills Development & Construction, LLC.
931 Pheasant Valley Drive, Suite 200
Missouri City, Texas 77489

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The Contract Time was increased by sixty-five (65) days.

The remaining Contingency Allowance to be credited back to the Owner.....(\$2,387.52)

The original Contract Sum was	\$	734,281.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	734,281.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	2,387.52
The new Contract Sum including this Change Order will be	\$	731,893.48

The Contract Time will be increased by sixty-five (65) days.
The new date of Substantial Completion will be December 9, 2019.

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

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

PBK Sports

ARCHITECT *(Firm name)*



SIGNATURE

Mark Menchaca, Senior Associate

PRINTED NAME AND TITLE

February 4, 2020

DATE

Mills Development & Construction, LLC.

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Lamar Consolidated Independent School

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER	Lamar Consolidated I.S.D. 3911 Avenue I Rosenberg, Texas 77471	PROJECT	Foster High School Athletic Improvements	APPLICATION NO	7RET	Distribution to
				APPLICATION DATE:	1/23/2020	<input checked="" type="checkbox"/> OWNER
				PERIOD TO	1/31/2020	<input checked="" type="checkbox"/> ARCHITECT
						<input checked="" type="checkbox"/> CONTRACTOR
FROM CONTRACTOR	Millis Development & Construction, LLC 931 Pheasant Valley Dr. Suite 200 Missouri City, TX 77489	VIA ARCHITECT	PBK Sports 11 Greenway Plaza 22nd Floor Houston, Texas 77046	PO Number	59009389-00	
CONTRACT FOR	New Construction	LCISD CSP No.	12-2019PBK	CONTRACT DATE:	March 21, 2019	
		PBK Project No.	1949SP			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	<u>734,281.00</u>
2 Net Change by Change Orders	\$	<u>(2,387.52)</u>
3 CONTRACT SUM TO DATE (LINE 1 + 2)	\$	<u>731,893.48</u>
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>731,893.48</u>
5 RETAINAGE:		
a <u>0</u> % of Completed Work	\$	<u> </u>
(Column D + E on G703)		
b <u>0</u> % of Stored Material	\$	<u> </u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u> </u>
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>731,893.48</u>
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	<u>686,182.38</u>
8 CURRENT PAYMENT DUE	\$	<u>45,711.10</u>
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	<u> </u>

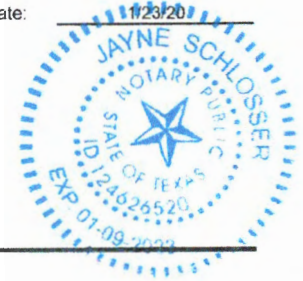
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ (5,237.52)
Total approved this Month	\$ 2,850.00	\$ -
TOTALS	\$ 2,850.00	\$ (5,237.52)
NET CHANGES by Change Order		\$ (2,387.52)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Millis Development & Construction, LLC

By Kandra Cernoch Accounting Manager Date: 1/23/20

State of Texas
County of Fort Bend
Subscribed and sworn to before me on
Notary Public
My Commission expires



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 45,711.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

ARCHITECT: Tracy Schuch Date: 02/05/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS HARDWARE,
INSTALLATION, AND ELECTRICAL**

RECOMMENDATION:

That the Board of Trustees approve the purchase of Interactive Flat Panels (IFP), televisions, installation, hardware, services, and electrical work in the amount of \$694,146.75.

IMPACT/RATIONALE:

The District has interactive whiteboards and/or projectors in every classroom. As they become out of date, out of warranty and failing, they need to be replaced.

Juvenile Detention Center has four classrooms needing replacements. Piraino Consulting will replace these for \$14,116.50 plus a 10% contingency of \$1412.00 for a total of \$15528.50.

Hubenak Elementary School, Huggins Elementary School, and Smith Elementary School have a combined total of 122 classrooms needing replacements. Pro Computing will replace these for \$613,009.25 plus a 10% contingency of \$61,301.00 for a total of \$674,310.25.

Additionally, eight rooms at Smith Elementary School require power outlets to be added or moved to support the new Interactive Flat Panels. Urbish Electrical will perform this work for \$4,308.00.

PROGRAM DESCRIPTION:

The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the District. The District evaluated pricing and services proposals from multiple vendors. Piraino Consulting had the lowest price for SMART panels and offers purchasing co-operative pricing through a TIPS/TAPS contract. Pro Computing had the lowest price for Promethean panels and offers purchasing co-operative pricing through a BuyBoard contract. Viable equipment from these campuses will be repurposed in other locations.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



980 Runway Dr
 Conway, AR 72032
 (P) 855-635-9325
 (F) 501-504-6653
 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
1/26/2020	21192

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accounts payable@lcisd.org;cnilsson@lcisd.	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	LCISD - JDC	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
TIPS/TAPS 2	CONTRACT #171001 - AUDIO VISUAL EQUIPMENT, SERVICES & SUPPLIES. CONTRACT #161101 - INTERACTIVE PRESENTATION SYSTEMS.		0.00	0.00T
NOTE	Juvenile Detention Center 122 Golfview Richmond, Texas 77469 (281)633-7300 *It is assumed that power is in place at each mounting location. *Will need directions on where to leave pens and remotes.		0.00	0.00
SBID-MX275	SMART Board MX075 interactive display with iQ and SMART Learning Suite. SMART DR-NA-40119365	4	2,799.00	11,196.00T
EWY2-SBID-MX275	SBID-MX275 interactive display with iQ 2 year warranty extension. (Included in MX075 price) **This extension gives LCISD 5-years of Warranty SMART DR-NA-40119365	4	0.00	0.00T
50612	15ft High Speed HDMI R Cable with Ethernet (TXWH)	4	15.38	61.52T
MISC	Misc Mounting Supplies: bolts, zip ties, velcro, etc.	4	5.00	20.00T
2900L8-WH	UNIDUCT 2900 SERIES ONE-PIECE LATCHING RACEWAY FITTING. WHITE. (TB - TX WH)	4	21.00	84.00T
2911-WH	NM FLT 90 D ELBOW. WHITE. (TB - TX WH)	4	4.50	18.00T
INSTALL	INSTALLATION OF THE ITEMS QUOTED	4	475.00	1,900.00T
MISC	Shipping for equipment	1	836.98	836.98T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS***	Subtotal
	Sales Tax (0.0%)
	Total



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Estimate / Quote

Date	Quote #
1/26/2020	21192

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org;cnilsson@lcisd.	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	LCISD - JDC	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
	<p>NOTE: Install at JDC location. At the time of quote, rooms have not been viewed by Piraino. Remove all existing equipment (Promethean IWB and ST Projector) - as standard. Flat Wall mount, direct connect. Cover exposed power cables with raceway, and take an extension cord to test all displays in the event power is not in place at desired mounting location. Be prepared for SR or CB Walls.</p>			

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS***	Subtotal	\$14,116.50
	Sales Tax (0.0%)	\$0.00
	Total	\$14,116.50



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 127383
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: JOE HUBENAK ELEMENTARY
IYAD KAYALI
11344 RANCHO BELLA PKWY
RICHMOND, TX 77406
PH. (832) 223-0000

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
30 75 Inch ActivPanels 1 86 inch ActivPanels					
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	30	\$3,139.00	\$94,170.00	
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	30	\$70.00	\$2,100.00	
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess Library ActivPanel	1	\$4,499.00	\$4,499.00	
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00	
Mounts					
AP70ASW	Adjustable Wall Mount System for use with ActivPanel	30	\$643.00	\$19,290.00	
APTMS-3	75 inch ActivPanel Adjustable Mounts ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * For Library	1	\$475.00	\$475.00	
Cabling And Installation Services For Promethean ActivPanels					
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	30	\$339.00	\$10,170.00	
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	13	\$124.00	\$1,612.00	
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	16	\$205.00	\$3,280.00	
LAMARISDCABLEKIT75	Lamar 75' Custom Cable Kit	1	\$210.00	\$210.00	
29802	1.5 ft. 1 to 2 Power Cord Splitter	30	\$9.00	\$270.00	
5301	15ft 16AWG Power Extension Cord	30	\$9.90	\$297.00	
ENER-7703	Blank Wall Plate - Stainless Steel - 3 Gang	30	\$9.95	\$298.50	
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	30	\$399.00	\$11,970.00	
PBINSTALL	Certified Promethean Installation For Mobile Stand Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts, Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	1	\$189.00	\$189.00	

Continued on next page....

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 127383
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: JOE HUBENAK ELEMENTARY
IYAD KAYYALI
11344 RANCHO BELLA PKWY
RICHMOND, TX 77406
PH. (832) 223-0000

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Conference Room Flat Panel TV				
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,028.95	\$2,028.95
ST650	SmartMount® Universal Tilt Wall Mount	1	\$129.00	\$129.00
45074	35' HDMI (Plenum) Single Gang cabling Kit	1	\$169.00	\$169.00
LABOR	TV Installation	1	\$189.00	\$189.00
FREIGHT	Promethean Shipping	1	\$3,282.00	\$3,282.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$154,727.45
Tax:	\$0.00
Total:	\$154,727.45

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ProComputing

P.O. Box 2720
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Phone: (214) 634-2450

PROPOSAL: 127386
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: HUGGINS ELEMENTARY
IYAD KAYYALI
NO 1 HUGGINS DR
FULSHEAR, TX 77441-0338
PH. (832) 223-1600

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
53 75 Inch ActivPanels and 1 86 inch ActivPanel				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	53	\$3,139.00	\$166,367.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	53	\$70.00	\$3,710.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess Library ActivPanel	1	\$4,499.00	\$4,499.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Mounts				
AP70ASW	Adjustable Wall Mount System for use with ActivPanel	53	\$643.00	\$34,079.00
APTMS-3	Adj Mount System ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * ActivPanel Mobile Stand	1	\$475.00	\$475.00
Cabling And Installation Services For Promethean ActivPanels				
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	53	\$339.00	\$17,967.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	50	\$124.00	\$6,200.00
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	3	\$205.00	\$615.00
29802	1.5 ft. 1 to 2 Power Cord Splitter	53	\$9.00	\$477.00
5301	15ft 16AWG Power Extension Cord	53	\$9.90	\$524.70
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	53	\$399.00	\$21,147.00
PBINSTALL	Certified Promethean Installation For Mobile Stand (Library and G4) Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	1	\$189.00	\$189.00

Continued on next page....

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 127386
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: HUGGINS ELEMENTARY
IYAD KAYYALI
NO 1 HUGGINS DR
FULSHEAR, TX 77441-0338
PH. (832) 223-1600

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Conference Room Flat Panel TV				
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,028.95	\$2,028.95
ST650	SmartMount® Universal Tilt Wall Mount	1	\$129.00	\$129.00
45074	35' HDMI (Plenum) Single Gang cabling Kit	1	\$169.00	\$169.00
LABOR	TV Installation	1	\$149.00	\$149.00
	Use Existing Cabling			
FREIGHT	Promethean Shipping	1	\$3,961.00	\$3,961.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$262,785.65
Tax:	\$0.00
Total:	\$262,785.65

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 127382
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: SMITH ELEMENTARY
IYAD KAYYALI
2014 LAMAR DR
RICHMOND, TX 77469-5302
PH. (832) 223-2300

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
39 75 Inch ActivPanels and 1 86 inch ActivPanel				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	39	\$3,139.00	\$122,421.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	39	\$70.00	\$2,730.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess Library ActivPanel	1	\$4,499.00	\$4,499.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Mounts				
AP70ASW	Adjustable Wall Mount System for use with ActivPanel	38	\$643.00	\$24,434.00
APTMS-3	Adj Mount System ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * Library and G4	2	\$475.00	\$950.00
Cabling And Installation Services For Promethean ActivPanels				
DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	38	\$339.00	\$12,882.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	35	\$124.00	\$4,340.00
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	3	\$205.00	\$615.00
29802	1.5 ft. 1 to 2 Power Cord Splitter	38	\$9.00	\$342.00
5301	15ft 16AWG Power Extension Cord	38	\$9.90	\$376.20
ABINSTALL	Promethean Certified Wall Mount Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	38	\$399.00	\$15,162.00
PBINSTALL	Certified Promethean Installation For Mobile Stand (Library and G4) Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days	2	\$189.00	\$378.00

Continued on next page....

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ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 127382
DOC. TYPE: SQ
DATE: 01/20/2020
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: SMITH ELEMENTARY
IYAD KAYYALI
2014 LAMAR DR
RICHMOND, TX 77469-5302
PH. (832) 223-2300

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Conference Room Flat Panel TV				
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,028.95	\$2,028.95
ST650	SmartMount® Universal Tilt Wall Mount	1	\$129.00	\$129.00
LABOR	TV Installation Use Existing Cabling	1	\$149.00	\$149.00
FREIGHT	Promethean Shipping	1	\$3,961.00	\$3,961.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$195,496.15
Tax:	\$0.00
Total:	\$195,496.15

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459
PHONE 281-342-5321 - FAX 281-239-7639
TECL # 26494

February 11, 2020

Lamar CISD
Smith Elementary
Installation of outlets for boards

Attn: Iyad Kayyali

Dear Sir,

Our estimated price to complete the eight double duplex outlets at Smith Elementary would be \$4,308.00 dollars.

Sincerely,



Walter Urbish

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 2020 update and will provide information to the Board.

PASA 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, 2020)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2020.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2019 through August 31, 2020.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through January 31, 2020, LCISD had collected 85.2 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
January 2020**

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
19	\$ 70,587,932.87	\$ -	\$ -	\$ 70,587,932.87	\$ 51,871,445.91	\$ -	\$ 18,716,486.96	\$ -
18	\$ 163,360.71	\$ 35,204.34	\$ 35,718.17	\$ 234,283.22	\$ 124,577.20	\$ 62,564.58	\$ 38,783.51	\$ 8,357.93
17	\$ 85,080.02	\$ 7,821.42	\$ 5,623.25	\$ 98,524.69	\$ 63,657.79	\$ 11,475.29	\$ 21,422.23	\$ 1,969.38
16	\$ 59,057.03	\$ 1,956.89	\$ 810.11	\$ 61,824.03	\$ 44,187.04	\$ 2,274.29	\$ 14,869.99	\$ 492.71
15	\$ 31,851.03	\$ 2,174.45	\$ 748.18	\$ 34,773.66	\$ 23,831.26	\$ 2,375.13	\$ 8,019.77	\$ 547.50
14	\$ 30,646.84	\$ 1,952.90	\$ 372.48	\$ 32,972.22	\$ 22,930.31	\$ 1,833.67	\$ 7,716.53	\$ 491.71
13	\$ 12,912.68	\$ 1,936.07	\$ 194.95	\$ 15,043.70	\$ 9,661.40	\$ 1,643.54	\$ 3,251.28	\$ 487.48
12	\$ 3,757.87	\$ 1,904.61	\$ 56.83	\$ 5,719.31	\$ 2,811.69	\$ 1,481.89	\$ 946.18	\$ 479.55
11	\$ 3,554.34	\$ 2,054.83	\$ 1.84	\$ 5,611.01	\$ 2,608.25	\$ 1,509.72	\$ 946.09	\$ 546.95
10	\$ 3,550.81	\$ 2,335.17	\$ 0.42	\$ 5,886.40	\$ 2,654.36	\$ 1,746.04	\$ 896.45	\$ 589.55
09	\$ 7,258.08	\$ 7,441.78	\$ 1,720.59	\$ 16,420.45	\$ 5,705.40	\$ 7,570.39	\$ 1,552.68	\$ 1,591.98
08	\$ 4,584.89	\$ 4,392.40	\$ 505.02	\$ 9,482.31	\$ 3,604.07	\$ 3,957.78	\$ 980.82	\$ 939.64
07	\$ 3,552.70	\$ 3,185.99	\$ -	\$ 6,738.69	\$ 2,737.94	\$ 2,455.32	\$ 814.76	\$ 730.67
06	\$ 4,643.96	\$ 4,539.47	\$ -	\$ 9,183.43	\$ 3,991.02	\$ 3,901.22	\$ 652.94	\$ 638.25
05	\$ 4,841.05	\$ 5,149.34	\$ 30.09	\$ 10,020.48	\$ 4,277.55	\$ 4,580.05	\$ 563.50	\$ 599.38
04	\$ 4,673.99	\$ 5,317.96	\$ 0.99	\$ 9,992.94	\$ 4,129.93	\$ 4,699.94	\$ 544.06	\$ 619.01
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 71,011,258.87	\$ 87,367.62	\$ 45,782.92	\$ 71,144,409.41	\$ 52,192,811.12	\$ 114,068.85	\$ 18,818,447.75	\$ 19,081.69

**Lamar Consolidated ISD
Tax Collections
September 1, 2019-August 31, 2020
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 1/31/2020
19	\$ 226,337,947.63	\$ 928,773.51	\$ 227,266,721.14	\$ 193,703,429.45	\$ -	\$ -	\$ 193,703,429.45	\$ 33,563,291.69
18	\$ 1,852,284.73	\$ (50,508.75)	\$ 1,801,775.98	\$ 655,979.33	\$ 143,781.43	\$ 153,744.18	\$ 953,504.94	\$ 1,145,796.65
17	\$ 753,434.33	\$ 40,012.41	\$ 793,446.74	\$ 192,290.99	\$ 36,387.32	\$ 27,224.58	\$ 255,902.89	\$ 601,155.75
16	\$ 483,797.86	\$ 75,041.53	\$ 558,839.39	\$ 123,697.74	\$ 13,458.39	\$ 7,070.73	\$ 144,226.86	\$ 435,141.65
15	\$ 359,034.95	\$ 71,979.22	\$ 431,014.17	\$ 106,648.53	\$ 8,737.97	\$ 3,530.16	\$ 118,916.66	\$ 324,365.64
14	\$ 284,968.99	\$ 72,482.27	\$ 357,451.26	\$ 102,500.72	\$ 6,170.64	\$ 1,968.38	\$ 110,639.74	\$ 254,950.54
13	\$ 181,212.70	\$ 27,917.19	\$ 209,129.89	\$ 28,598.66	\$ 6,145.53	\$ 1,832.52	\$ 36,576.71	\$ 180,531.23
12	\$ 171,398.72	\$ 4,168.05	\$ 175,566.77	\$ 9,111.30	\$ 5,450.49	\$ 1,271.55	\$ 15,833.34	\$ 166,455.47
11	\$ 163,967.05	\$ 4,667.51	\$ 168,634.56	\$ 6,078.85	\$ 3,757.44	\$ 312.32	\$ 10,148.61	\$ 162,555.71
10	\$ 148,558.56	\$ 4,140.31	\$ 152,698.87	\$ 5,695.73	\$ 3,805.90	\$ 162.41	\$ 9,664.04	\$ 147,003.14
09	\$ 132,336.46	\$ 5,477.00	\$ 137,813.46	\$ 9,394.72	\$ 9,183.66	\$ 1,884.44	\$ 20,462.82	\$ 128,418.74
08	\$ 72,060.64	\$ -	\$ 72,060.64	\$ 11,387.47	\$ 12,867.81	\$ 2,919.71	\$ 27,174.99	\$ 60,673.17
07	\$ 60,790.65	\$ -	\$ 60,790.65	\$ 7,546.45	\$ 8,113.07	\$ 1,115.06	\$ 16,774.58	\$ 53,244.20
06	\$ 63,941.53	\$ -	\$ 63,941.53	\$ 6,804.00	\$ 6,634.15	\$ 19.26	\$ 13,457.41	\$ 57,137.53
05	\$ 116,202.63	\$ -	\$ 116,202.63	\$ 4,967.91	\$ 5,356.43	\$ 94.83	\$ 10,419.17	\$ 111,234.72
04	\$ 32,870.47	\$ -	\$ 32,870.47	\$ 4,881.39	\$ 5,703.85	\$ 106.53	\$ 10,691.77	\$ 27,989.08
03	\$ 24,451.73	\$ -	\$ 24,451.73	\$ 1,071.68	\$ 2,150.33	\$ 482.23	\$ 3,704.24	\$ 23,380.05
02	\$ 13,926.08	\$ -	\$ 13,926.08	\$ 1,723.46	\$ 3,679.73	\$ 809.91	\$ 6,213.10	\$ 12,202.62
01	\$ 13,165.64	\$ -	\$ 13,165.64	\$ 1,725.91	\$ 3,886.10	\$ 840.88	\$ 6,452.89	\$ 11,439.73
00	\$ 13,369.17	\$ -	\$ 13,369.17	\$ 1,711.39	\$ 4,059.99	\$ 864.92	\$ 6,636.30	\$ 11,657.78
99	\$ 10,778.21	\$ -	\$ 10,778.21	\$ 1,652.13	\$ 4,123.61	\$ 865.97	\$ 6,641.71	\$ 9,126.08
98 & prior	\$ 11,715.80	\$ -	\$ 11,715.80	\$ 1,682.85	\$ 4,496.64	\$ 926.92	\$ 7,106.41	\$ 10,032.95
Totals	\$231,302,214.53	\$1,184,150.25	\$232,486,364.78	\$194,988,580.66	\$297,950.48	\$208,047.49	\$195,494,578.63	\$37,497,784.12

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

MONTH	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%
DEC	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%
JAN	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%
FEB		95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%
MAR		97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%
APR		97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
MAY		98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%
JUNE		98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%
JULY		99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%
AUG		99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2019-20 TAX COLLECTIONS
AS OF JANUARY 31, 2020**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 1/31/2020	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ 193,703,429	86.16%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 1,285,151	61.20%
TOTAL		\$ 226,908,527	\$ 194,988,580	85.93%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JANUARY 31, 2020**

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
COLLECTION YEAR						
1 Orig. Levy	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948
1 Collections	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 193,703,429
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 928,774
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 655,979	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (50,509)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 192,291		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ 40,012		
4 Collections	\$ 215,732	\$ 311,639	\$ 123,698			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 75,042			
5 Collections	\$ 282,605	\$ 106,649				
Adj. To Roll	\$ 252,632	\$ 71,979				
6 Collections	\$ 102,501					
Adj. To Roll	\$ 72,482					
TOTAL:						
COLLECTIONS	\$ 162,328,345	\$ 179,385,252	\$ 197,147,469	\$ 207,920,586	\$ 218,652,718	\$ 193,703,429
ADJUSTED TAX ROLL	\$ 162,583,295	\$ 179,709,618	\$ 197,582,610	\$ 208,521,741	\$ 219,798,516	\$ 227,266,722
BALANCE TO BE COLLECTED	\$ 254,950	\$ 324,366	\$ 435,141	\$ 601,155	\$ 1,145,798	\$ 33,563,292
ADJ. TAXABLE VALUE	\$ 11,696,219,202	\$ 12,928,284,473	\$ 14,214,064,959	\$ 15,001,024,486	\$ 15,812,842,871	\$ 17,217,175,872
TOTAL % COLLECTIONS AS OF JANUARY 31, 2020	99.8%	99.8%	99.8%	99.7%	99.5%	85.2%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (Multi Campus Improvements)	Application # 7	\$	119,350.00
Bass Construction (Traylor Stadium Press Box)	Application # 1	\$	122,743.80
C.A. Walker Construction (Support Services Center)	Application # 27b	\$	248,384.81
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 8	\$	9,985,146.95
Drymalla Construction (Tamarron ES)	Application # 8	\$	1,493,259.40
EAB (Tamarron ES)	Application # 1	\$	3,845.00
EAB (Williams ES)	Application # 2	\$	970.50
EMA (Carter ES)	Application # 3	\$	2,720.00
EMA (Foster HS - Natatorium)	Application # 3	\$	850.00
EMA (Fulshear HS - Natatorium)	Application # 3	\$	850.00
EMA (Support Services)	Application # 3	\$	1,850.00
Environmental Solutions, Inc. (George JH - Improvements)	Application # 1	\$	720.00
Environmental Solutions, Inc. (Jackson ES - Improvements)	Application # 1	\$	560.00

Environmental Solutions, Inc. (Jane Long ES - Improvements)	Application # 1	\$	670.00
Environmental Solutions, Inc. (Smith ES - Improvements)	Application # 1	\$	570.00
Environmental Solutions, Inc. (Terry HS - Improvements)	Application # 1	\$	830.00
Environmental Solutions, Inc. (Traylor Stadium Press Box)	Application # 1	\$	2,100.00
Fort Bend MUD #162 (Randle HS/Wright JHS Complex)	Application # 1	\$	12,163.55
Hellas (District HS Turf & Track)	Application # 7	\$	297,356.67
Huckabee (Campbell ES – Improvements)	Application # 7	\$	480.98
Huckabee (Navarro ES – Improvements)	Application # 7	\$	334.04
Huckabee (Wessendorff MS – Improvements)	Application # 7	\$	497.70
Huckabee (Williams ES – Improvements)	Application # 7	\$	1,820.22
Millis Development & Construction (Foster HS Athletic Improvements)	Application # 6	\$	84,662.10
Morris & Assoc. Engineers, Inc. (Transportation Fuel Tanks)	Application # 4	\$	2,750.00
PBK Architects (Foster HS Athletic Improvements – Reimbursables)	Application # 1	\$	175.00
PBK Architects (Foster HS Athletic Improvements – Reimbursables)	Application # 2	\$	575.29
PBK Architects (Foster HS Athletic Improvements – Reimbursables)	Application # 3	\$	241.60

PBK Architects (Foster HS Athletic Improvements – Reimbursables)	Application # 4	\$	250.00
PBK Architects (Foster HS Turf/Track)	Application # 8	\$	1,449.53
PBK Architects (Foster HS Turf/Track)	Application # 9	\$	3,662.35
PBK Architects (Fulshear HS Turf/Track)	Application # 9	\$	1,938.58
PBK Architects (Fulshear HS Turf/Track)	Application # 10	\$	300.66
PBK Architects (George Ranch HS Turf/Track)	Application # 9	\$	1,305.87
PBK Architects (George Ranch HS Turf/Track)	Application # 10	\$	293.47
PBK Architects (Lamar CHS/Lamar JHS Add/Reno)	Application # 1	\$	1,577.07
PBK Architects (Lamar CHS/Lamar JHS Add/Reno)	Application # 2	\$	14,193.63
PBK Architects (Lamar CHS Exterior – Reimbursables)	Application # 1	\$	1,500.00
PBK Architects (Long Range Facilities Plan)	Application # 5	\$	9,977.50
PBK Architects (Randle HS)	Application # 14	\$	36,887.40
PBK Architects (Randle HS)	Application # 15	\$	43,035.30
PBK Architects (Terry HS Turf/Track)	Application # 9	\$	91.12
PBK Architects (Terry HS Turf/Track)	Application # 10	\$	323.83

PBK Architects (Traylor Stadium Turf/Track)	Application # 6	\$	345.65
PBK Architects (Traylor Stadium Turf/Track)	Application # 7	\$	207.39
PBK Architects (Wright JHS)	Application # 14	\$	18,079.20
PBK Architects (Wright JHS)	Application # 15	\$	3,013.20
PBK Architects (Wright JHS – Reimbursables)	Application # 3	\$	3,910.47
PBK Architects (Wright JHS – Reimbursables)	Application # 4	\$	7,195.00
Rice & Gardner (2017 Bond Program)	Application # 11	\$	71,630.83
RockIT (Williams ES)	Application # 1	\$	4,920.00
TEI (Randle HS/Wright JHS)	Application # 3	\$	27,750.00
Terracon (Bowie ES Canopy Add)	Application # 1	\$	4,300.00
Terracon (Morgan ES)	Application # 1	\$	2,450.00
Terracon (Randle HS/Wright JHS)	Application # 7	\$	29,114.91
Terracon (Randle HS/Wright JHS)	Application # 8	\$	35,315.55
Terracon (Terry HS/George JH Additions)	Application # 1	\$	6,750.00
VLK Architects. (ALC – Reimbursables)	Application # 1	\$	162.77

VLK Architects. (ALC – Reimbursables)	Application # 2	\$	1,698.27
VLK Architects. (Tamarron ES)	Application # 6	\$	50,333.70
VLK Architects. (Tamarron ES – Reimbursables)	Application # 6	\$	497.23
Vanir, Rice & Gardner (2014 Bond Program)	Application # 54	\$	2,805.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 55	\$	1,403.00

Resource person: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

**11.A.#4a. – PLANNING
BOARD REPORT
FEBRUARY 20, 2020**

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	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,864,034.00	95,370.00	24,864,034.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	583,361.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,639,736.73	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,537,117.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	643,950.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	113,737,229.91	2,658,706.09	110,083,051.52	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,409,011.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	22,844,549.34	3,362,824.66	14,628,844.41	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,106,659.45	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	1,771,779.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	71,404,285.95	9,740,812.05	60,570,357.68	81,145,098.00
Grand Total	197,541,034.00	185,141,515.86	12,399,518.14	170,653,409.20	196,015,830.57

* 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	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,672,657.98	627,342.02	3,634,664.26	4,081,735.00

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.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed

SERVICE CENTER



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Closeout documents are under review by the Architect.
- Permanent Certificate of Occupancy was issued on 02/06/2020.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: June 2020

OVERVIEW:

- Construction is underway and is scheduled for completion July 8, 2020.
- Pad Mount Transformer has been set. Permanent Power scheduled for Installation February 2020.
- Brick is 40% complete.
- MEP rough-in is 65% complete.
- Ceiling grid is 20% complete.
- Sheetrock is 65% complete.

FUTURE PROJECTS

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
- Project is on hold until a site has been identified

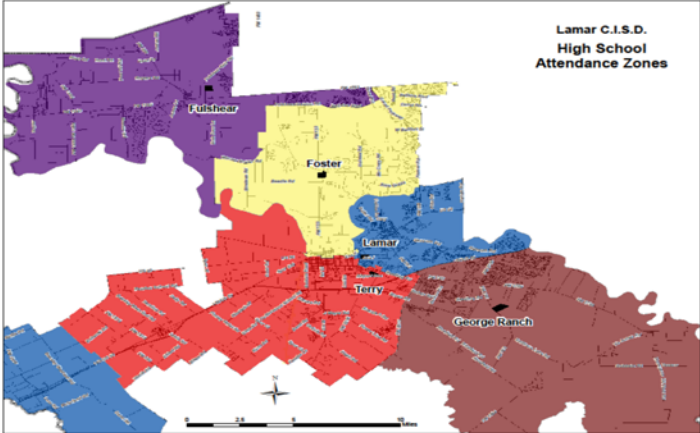
COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019

**Monthly Report
February 2020**

**Facilities Assessment and
Long Range Plan**

Questionnaire process complete.
Campus site visits complete.
Review of Information is in process.



**Dr. Thomas E. Randle High School &
Harry Wright Junior High School**

Site excavation, foundation work, and
steel erection are in progress.
Schools are on schedule to open in
August 2021.



**Foster High School Athletic
Improvements**

Final pay application is on the
February Board Agenda.



Traylor Stadium Press Box Replacement

Construction is underway.
Scheduled for completion in August 2020.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.
Construction Documents are being developed.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.
Construction Documents are being developed.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.
Construction Documents are being developed.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.
Design Development is in process.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.
Design Development is in process.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.
Advertisements have been published.
Contractor recommendation will be on the March Board Agenda.



Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.
Advertisements have been published.
Contractor recommendation will be on the March Board Agenda.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Design Development is in process.



Multi-Purpose Space (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.

Design Development will be presented at the February Board Meeting.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Austin ES Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$897,273.00	\$1,002,727.00
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28
High School LOTE Lab Renovations	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,819,591.64	\$34,408.36
HS Field Turf Replace & Foster HS Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,346,973.72	\$1,735,745.28
Foster HS Athletic Improvements	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School	\$126,500,000.00	\$0.00	\$126,500,000.00	\$111,845,509.73	\$14,654,490.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$53,089,617.82	\$8,910,382.18
Lamar CHS & Lamar JHS Exterior Improvements	\$10,840,000.00	\$0.00	\$10,840,000.00	\$611,015.00	\$10,228,985.00
Lamar CHS & Lamar JHS Additions & Renovations	\$12,980,000.00	\$0.00	\$12,980,000.00	\$653,031.00	\$12,326,969.00
Terry HS & George JHS Additions & Renovations	\$14,650,000.00	\$0.00	\$14,650,000.00	\$752,390.00	\$13,897,610.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,340,716.00	\$91,284.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$661,110.00	\$11,538,890.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$363,604.00	\$2,836,396.00
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$0.00	\$900,000.00	\$145,164.00	\$754,836.00
HS Multi-Purpose Rooms & MS Orchestra Adds	\$9,450,000.00	\$0.00	\$9,450,000.00	\$338,120.00	\$9,111,880.00
Multi-Campus Carpet Replacement	\$2,310,000.00	\$0.00	\$2,310,000.00	\$104,800.00	\$2,205,200.00
Multi-Campus ES Renovations	\$3,370,000.00	\$0.00	\$3,370,000.00	\$115,300.00	\$3,254,700.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$114,750.00	\$1,685,250.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$0.00	\$30,200,000.00
New Elementary School #30	\$32,600,000.00	\$0.00	\$32,600,000.00	\$0.00	\$32,600,000.00
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00		\$5,008,755.83	\$4,035,244.17
PT0-Printer Refresh	\$1,440,000.00	\$0.00		\$1,348,510.04	\$91,489.96
CCU-Campus Core Uplink	\$740,000.00	\$0.00		\$638,018.83	\$101,981.17
ES0-Expanded Storage	\$400,000.00	\$0.00		\$400,000.00	\$0.00
SCO-Security Cameras	\$250,000.00	\$0.00		\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00		\$697,671.96	\$192,328.04
CRO-Computer Refresh	\$18,344,000.00	\$0.00		\$7,778,145.69	\$10,565,854.31
LC0-Laptop Carts	\$450,000.00	\$0.00		\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00		\$121,450.00	\$550.00
IA0-Interact	\$2,646,000.00	\$0.00		\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00			\$16,242,552.35	\$18,083,447.65
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$18,100,658.09				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,560,746.00	\$0.00	\$2,560,746.00	\$2,560,746.00	\$0.00
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018				2019				2020				2021				2022				2023																			
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Austin ES & Seguin ES Re-Roof	CONST				WARRANTY																																			
Terry HS & George JHS Serving Lines					CONSTRUCTION								WARRANTY																											
Classroom Intruder Locksets					CONSTRUCTION								WARRANTY																											
High School Artificial Turf & Tracks					D	CD	P	CONST					WARRANTY																											
Foster HS Athletic Improvements					D	CD	P	CONST					WARRANTY																											
CES, WES, WMS, NMS Improv.					D	CD	P	CONST					WARRANTY																											
ES Cooler/Freezer Replacement					D	CD	P	CONST					WARRANTY																											
High School LOTE Lab Installation					D	CD	P	CONST					WARRANTY																											
Fuel Tank Replacement									D	CD	P	CONST					WARRANTY																							
Traylor Stadium Pressbox					DESIGN				CD	P	CONSTRUCTION						WARRANTY																							
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.*									D	CD	P	CONST					WARRANTY																							
FHS, BJHS, JES, PES, LES Improv.*									D	CD	P	CONST					WARRANTY																							
Jane Long Auditorium Seating											CD	P	CONST				WARRANTY																							
Jane Long Historical Gym Renovations									DESIGN		CD	P	CONSTRUCTION			WARRANTY																								
ALC Additions & Renovations									DESIGN		CD	P	CONST																											
Elementary (#29)*									D	CD	P	CONSTRUCTION												WARRANTY																
Elementary (#30)*													D	CD	P	CONSTRUCTION											WARRANTY													
Elementary (#31)*													D	CD	P	CONSTRUCTION											WARRANTY													
Randle High School & Wright Junior High					D	CD	P	CONSTRUCTION																			WARRANTY													
Lamar Complex Exterior Improvements					DESIGN					CD	P	CONSTRUCTION															WARRANTY													
Lamar HS & JHS Add & Renov.*									DESIGN		CD	P	CONSTRUCTION														WARRANTY													
Terry HS & GJHS Add & Renov.*									DESIGN		CD	P	CONSTRUCTION														WARRANTY													
HS Multi-Purpose* Orchestra Additions										DESIGN		CD		P	CONSTRUCTION											WARRANTY														
Brazos Crossing Exterior*										DESIGN		CD		P	CONSTRUCTION											WARRANTY														

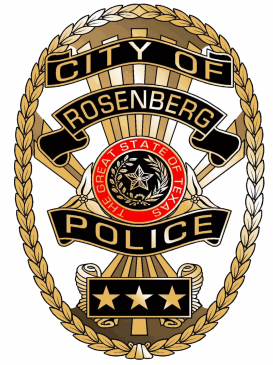
INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

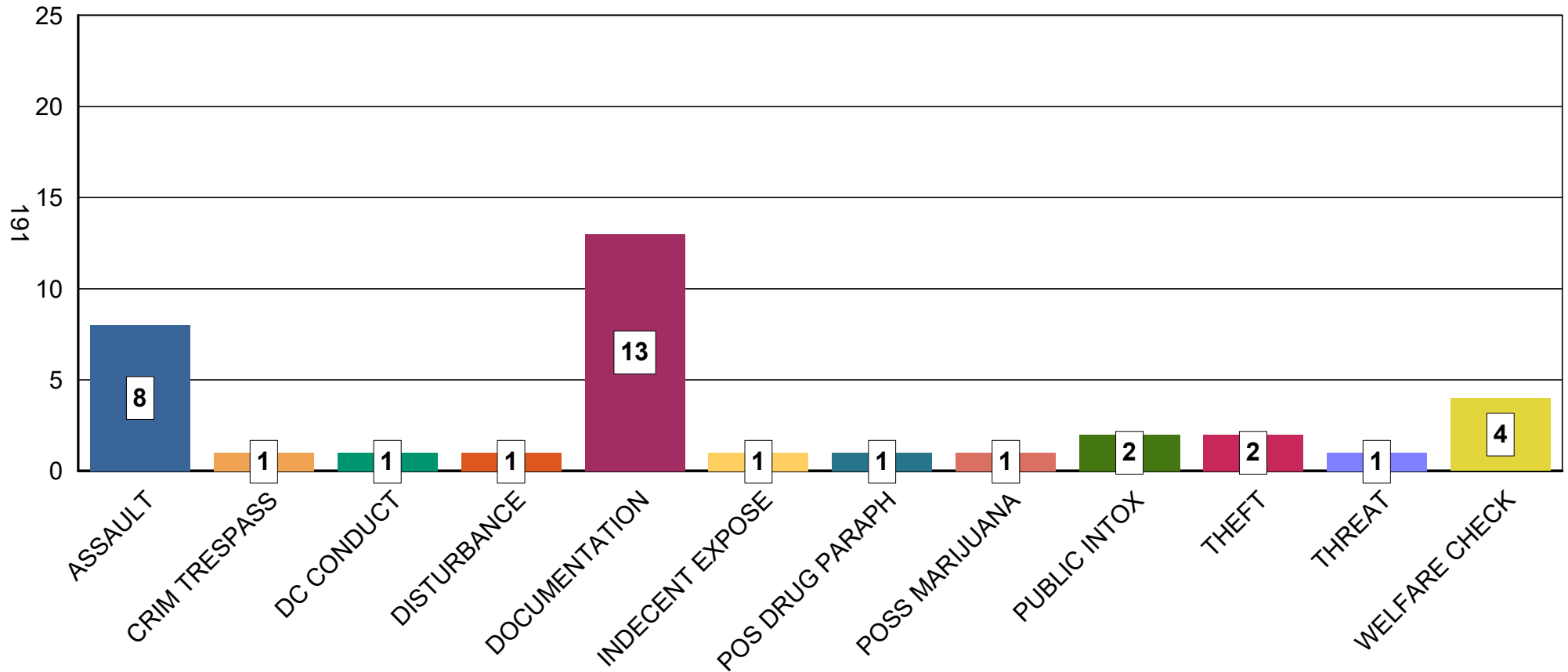
Resource Persons: Mike Rockwood, Chief of Staff
 Asst. Chief Jarret Nethery, Rosenberg Police Department

SRO Division

Monthly Activity - Incident Response Reports Written in December 2019



Incident Types



Assault : **8**

Assault	19-51333	4601 AIRPORT AVE; GEORGE JR HIGH	ASIM	Segura, Daryl
Assault	19-51340	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASIM	Armstrong, B
Assault	19-51669	4601 AIRPORT AVE; GEORGE JR HIGH	ASLT	Becerra, Joseph
Assault	19-51770	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASLT	Armstrong, B
Assault	19-51857	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASIM	Surratt,Katrina
Assault	19-51978	4240 FM 723; WERTHEIMER MIDDLE SCHOOL	ASLT	DeRoch, Sean
Assault	19-52016	8101 FM 762; READING JR HIGH	ASLT	Aguilar, Antoni
Assault	19-52809	1708 AVE M; ALC	ASIM	Phillips, S

CRIM TRESPASS : **1**

CRIM TRESPASS	19-50696	5500 AVE N; BF TERRY	THTA	Aguilar, Antoni
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DC CONDUCT : **1**

DC CONDUCT	19-52806	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PULD	Armstrong, B
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Disturbance : **1**

Disturbance	19-50935	4700 AVE N; NAVARRO MIDDLE SCHOOL	ASIM	Becerra, Joseph
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In House : **13**

In House	19-50368	5500 AVE N; TERRY HIGH SCHOOL	INH	Aguilar, Antoni
IN HOUSE	19-50494	4400 FM 723; FOSTER HIGH SCHOOL	PULD	Weishiemer, R
IN HOUSE	19-50685	1930 J MEYER RD; J MEYER ELEMENTARY	INH	Becerra, Joseph

193

In House	19-50697	605 MABEL ST; SEGUIN ELEMENTARY	INH	Price, Jerry
In House	19-50910	4400 FM 723; FOSTER HIGH SCHOOL	INH	Weishiemeer, R
In House	19-51767	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	INH	Becerra, Joseph
In House	19-51966	3131 LEARNING TREE LN; CULVER ELEMENTARY	INH	Becerra, Joseph
In House	19-51986	4300 FM 723; BRISCOE JR HIGH	ASIM	James Edge
In House	19-52232	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	INH	Aguilar, Antoni
In House	19-52385	8181 FM 762; GEORGE RANCH HIGH SCHOOL	INH	Armstrong, B
In House	19-52534	8181 FM 762; GEORGE RANCH HIGH SCHOOL	INH	Armstrong, B
In House	19-52975	4601 AIRPORT AVE; GEORGE JR HIGH	INH	Becerra, Joseph
IN HOUSE	19-52996	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Rios, Mario

INDECENT EXPOSE : 1

INDECENT EXPOSE	19-51514	4601 AIRPORT AVE; GEORGE JR HIGH	ETVM	Segura, Daryl
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POS DRUG PARAPH : 1

POS DRUG PARAPH	19-51355	4400 FM 723; FOSTER HIGH SCHOOL	PODP	Weishiemeer, R
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POSS MARIJUANA : 1

POSS MARIJUANA	19-50681	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	POMD	Leal, David
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PUBLIC INTOX : 2

PUBLIC INTOX	19-50714	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PI	Armstrong, B
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PUBLIC INTOX	19-51799	1708 AVE M; ALC	PI	Phillips, S
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Theft : **2**

Theft 19-51657 8181 FM 762; GEORGE RANCH HIGH SCHOOL CCAB Surratt,Katrina

Theft 19-51964 8181 FM 762; GEORGE RANCH HIGH SCHOOL THTA Armstrong, B

THREAT : **1**

THREAT 19-51502 4300 FM 723; BRISCOE JR HIGH TERB James Edge

Welfare Check : **4**

Welfare Check 19-50225 4700 AVE N; NAVARRO MIDDLE SCHOOL WELF Becerra, Joseph

Welfare Check 19-50704 8181 FM 762; GEORGE RANCH HIGH SCHOOL WELF Surratt,Katrina

Welfare Check 19-50863 9230 CHARGER WAY; ROBERTS MIDDLE SCHOOL MH Rios, Mario

Welfare Check 19-50928 4300 FM 723; BRISCOE JR HIGH ASIM James Edge

194

Grand Total:

36

1/9/2020

**INFORMATION ITEM: LAMAR CISD WHOLE CHILD SAFETY
AND WELLNESS MODEL UPDATE**

Lamar CISD launched the Whole Child Safety and Wellness Model at the beginning of the 2018-2019 school year. The model is a comprehensive approach that addresses the social and emotional care for our students. The model has (6) core domains: Social Well-Being, Emotional Well-Being, College & Career Readiness, Environmental Well-Being, Mental Health, and Growth Mindset. The model incorporates a sense of character education components at its foundation, supported by the evidenced-based curriculum through Character 5.0.

The six domains and their areas of concentration are as follows:

- **Social Well-Being:** Perspective Taking, Empathy, Appreciating Diversity, and Respect for Others.
- **Emotional Well-Being:** Social Engagement, Relationship Building, Teamwork, Self-Appreciation, and Recognizing Strengths.
- **College & Career Readiness:** Identifying Interests, Educational Planning, Post-Secondary Goal Setting, and Career and Technical Education.
- **Environmental Well-Being:** Social Engagement, Relationship Building, Teamwork, and Service to Others
- **Mental Health:** Identifying Emotions, Accurate Self-Perception, Self-Confidence, and Self-Efficacy.
- **Growth Mindset:** Identifying problems, Analyzing Situations, Solving Problems, Evaluating, Reflecting, Ethical Responsibility, and Goal Setting.

LCISD counselors were the primary person(s) responsible for the execution and delivery of the model, Kindergarten through 12th grade. During the 2019-2020 school year, LCISD counselors have been participating in professional development about creating a Solution Focus culture, which supports the Whole Child Model in multiple ways.

The model also includes Mental Health-First Aide professional learning for teachers and administrators, Character Counts implementation, Guidance Lessons, and the use of the Student Support App.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Services

INFORMATION ITEM: TASB 2018 – 2020 ADVOCACY AGENDA

TASB's 2018 – 2020 Advocacy Agenda was amended by the 2019 Delegate Assembly. This agenda is the culmination of the hard work of school board members across the state through Grassroots Meetings in 2019, the Legislative Advisory Council meetings throughout the two-year agenda cycle, the resolutions process, and, ultimately, the Delegate Assembly. The TASB Advocacy Agenda represents input from trustees in every region of the state. This agenda will guide the Association's advocacy efforts until the 2020 Delegate Assembly approves the next biennial agenda.

A copy is provided under separate cover.

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: TASB COMPENSATION PLAN REVIEW

In planning for the 2020-21 budget cycle, Administration engaged the Human Resources (HR) Services Division of the Texas Association of School Boards (TASB) to conduct a comprehensive employee compensation study. The HR Services Division has been providing compensation consulting and support service to Texas schools for over 30 years. A representative from TASB will present a summary of the findings and recommendations from the project, including a description of the study process and an explanation of the general purpose and methodology of pay systems.

The study was conducted to objectively examine pay equity for employees and to determine if pay practices were internally and externally competitive. The primary goals for the project included the following:

- Provide an objective assessment of pay based on job value,
- Develop an affordable salary plan to correct existing pay inequities, and
- Develop pay system controls for the future.

The employee groups included in the study were:

- Teachers,
- Administrative Professional,
- Clerical Paraprofessional,
- Manual Trades, and
- Technical

Project activities included:

- Assessing competitive pay levels for jobs that are common among the competitive job market group (peer school districts),
- Recommending pay classifications where jobs of similar value were grouped together into pay grade levels,
- Building of pay range structures based on market pricing to provide competitive pay and internal pay system controls, including a market-based, competitive salary schedule for teachers, and
- Designing an implementation plan to apply pay data for current employees to the new models and assess the cost and impact of the proposed pay structures.

Data sources used were Lamar CISD payroll information, peer districts, department head interviews, salary surveys, and external economic data.

Resource Persons: Dr. Kathleen Bowen, Chief Human Resource Officer
Jill Ludwig, CPA, RTSBA, Chief Financial Officer